Terms & Conditions

1. General provisions

The following conditions apply to all apartment rentals agreed to between www.cannes-mydream.com (referred to as the 'OWNER') and the apartment renters (referred to as the 'CLIENT').

The OWNER may appoint a representative to manage the rental process.

The OWNER accords to the CLIENT a short term residence or 'holiday home', in accordance with the conditions stated below, which the CLIENT must adhere to:

- The agreed upon rental fee includes use of linen and towels, esp. kitchen and all kitchen Utensils, electricity, water, air condition and high speed WLAN / WiFi (but usually not cleaning services).
- The CLIENT must comply with the <u>Manual</u> of the apartment, the building regulations, esp. regarding safety and security precautions, the disposal of waste and all legal requirements of Cannes and France. Animals are not allowed.
- During the rental of the apartment the OWNER reserves the right to carry out urgent work in the apartment (agreed to with the CLIENT), without affecting the negotiated fee.
- The CLIENT agrees to allow the OWNER access into the apartment with prior notice of at least one day (except in cases of emergency), in order to accomplish these tasks.
- The CLIENT also agrees to leave the apartment in the same state as when the CLIENT entered the apartment.

2. Responsibility

The CLIENT (including all accompanying family members, acquaintances etc.) agrees to commit no act that could disturb the tranquility of the other residents of the building. Any disorderly or unruly behavior is the sole responsibility of the CLIENT and the OWNER relinquishes complete and absolute responsibility, esp. if a third party is involved.

The CLIENT understands that the OWNER undertakes no responsibility for the CLIENT's personal belongings and in case of damage, loss or theft to CLIENT's personal property.

The CLIENT shall not attempt to recover damages from the OWNER (recommended: travel insurance).

The CLIENT is responsible for any defacement to the apartment during his/her stay.

The CLIENT shall exercise reasonable caution to prevent the occurrence of damage, loss or theft including locking all doors and windows during the times that he/she is not inside the apartment.

In case of theft because of the CLIENT's own intention or neglect, the CLIENT agrees to be responsible (personally and/or through CLIENT's insurer) for items and furnishing belonging to the OWNER and/or his insurer.

3. Reservation, Payment(s) and Security Deposit

To complete the reservation the CLIENT agrees to provide full registration details of all the visitors including copies of the passports and to pay 50% of the rental fee to the OWNER as soon as possible.

Even after this amount has reached the OWNER's account, the OWNER can confirm the reservation to the CLIENT.

Without the OWNER's written confirmation and without the successful payment of 50% of the rental fee, any proposal shall not be confirmed as a final and valid reservation and the OWNER cannot reserve the apartment for the CLIENT.

During the proposal process, the apartment maybe is reserved/rented online or by another proposal.

The OWNER's proposals/offers may be valid for a specified period of time; after this period, the OWNER reserves the right to change the fee(s) and/or the availability of the apartment. The remaining 50% are due at personal agreement between the OWNER and the CLIENT, but in any case immediately on arrival of the CLIENT in the apartment at last.

The amount of 50% of the rental fee can be paid by wire transfer to the indicated bank account, by credit card or via PayPal, but by all means in advance and according to these *Terms & Conditions*.

All bank transfer costs (sender's and receiver's) are fully paid by the CLIENT from the beginning.

The OWNER doesn't hold any responsibility for transfer reductions from the agreed NET rental fee.

The CLIENT agrees that any bank fees or transaction costs that are charged to the OWNER may be deducted from the security deposit.

A security deposit of 300 € has to be paid by the CLIENT, in cash, immediately on his/her arrival in the apartment.

This security deposit payment does not represent the whole or a part of the rental fee. The security deposit will be refunded to the CLIENT after the apartment's inspection and after Check Out incl. return of all keys, it there are no damages, losses, thefts etc.

In case of extension of the reservation, the CLIENT agrees to pay the amount in full and on the day the extension starts. If the CLIENT wants to check-out earlier than the agreed date, The OWNER will not refund the rental fee for to the unused days.

4. Cancellation

For any reason, if the CLIENT cancels the reservation for the apartment once the proposal is confirmed by the OWNER, the payment(s) is(are) non-refundable.

The OWNER will not be held responsible for cancellation, for what reason ever (recommended: travel-/cancellation insurance).

It is unlikely that the OWNER will have to make any changes to confirmed arrangements once CLIENT's payment(s) has (have) been received. However, in the unlikely event of so-called a "force majeure" (vis major, acts of God), the OWNER accepts no liability whatsoever in respect of any (possible) alteration, cancellation, loss or damage caused by f.e. political unrest, war, strikes, natural or nuclear disaster, fire, storms, floods, epidemics, technical or administrative problems with transport, closure of airports etc.

5. Arrival and departure

The OWNER or his representative will provide the CLIENT with a set of keys at the Check In.

The CLIENT is expected to arrive at 3 p.m. or later. The CLIENT is also requested to vacate by 11 a.m. at the last.

The CLIENT has to pay a cleaning fee of 40 €, in cash, immediately on his/her arrival in the apartment. This is not a part of the security deposit and has to be paid in addition to the deposit.

6. Inventory and Security Deposit

Immediately at arrival of the apartment, the CLIENT agrees to make a security deposit of 300 €.

The deposit given by the CLIENT guarantees the OWNER (partial / aliquot) payment for any damage, loss, theft etc. made by the CLIENT into the apartment (and the house) and to any appliances, facilities, furniture, equipment etc.

In case the observed damage exceeds the amount left as a deposit by the CLIENT, the CLIENT agrees to pay in full for the excess costs (if keys are not returned, 85 € will be charged for each set).

7. Apartment Check, Return of the Keys and Return of Deposit

The security deposit will be refunded to the CLIENT in cash at his/her Check Out, after the apartment has been fully vacated, after the apartment incl. the inventory etc. has been completely checked and verified that no damage, loss, theft etc. has occurred, and all keys have been returned.