

# PFA TRAVEL rental agreement

## Between

**PFA Travel**, French *société à responsabilité limitée* with a share capital of 7700€, registered with the Paris company registry under number 538 301 540 and registered with the French travel agencies registry *Atout France* under number IM075120061 and beneficiary of the bank guarantee issued by APS (hereafter “**PFA travel**”), duly represented for the purposes of this agreement.

## And

**Mr/Ms**.....

(hereafter the “**Guest**”)

This rental agreement is governed by and composed of (i) the invoice sent by PFA travel to the Guest before his Arrival Date (ii) specific terms and conditions (“**Specific Terms and Conditions**”) and (iii) general terms and conditions (“**General Terms and Conditions**”) which are attached as Schedule 1 and which have been communicated by PFA travel to the Guest before the execution of the present agreement.

**This being specified, the following has been agreed:**

## SPECIFIC TERMS AND CONDITIONS

**1. Dates of arrival and departure, number of guests and the description of the apartment are specified in the Invoice**

**2. Check-in Agreement**

The guest acknowledges that the apartment is in good state as presented on the PFA travel’s website and Invoice. He represents and warrants that he has been informed of its content and that he shall notify PFA travel at his arrival in the Apartment if there is any difference between the state mentioned in the Check-in Agreement and the state of the furniture and/or equipment. (Please refer to section 3.1 of the General Terms and Conditions).

**3. Security deposit**

A security deposit (“**Security Deposit**”) which the amount is specified in the Invoice is granted by the Guest to guarantee potential damages, loss or destruction affecting the apartment and/or its furniture and/or equipment during his stay. The Security Deposit corresponds to a pre-authorization from the Guest to his bank to allow PFA travel to debit the stipulated amount if Damages would be recorded as per the conditions mentioned in General Terms and Conditions. If not, the bank authorization corresponding to the Security Deposit will be automatically and irrevocably withdrawn within 15 days after the check-out of the Guest from the apartment.

**4. Rates and services charged are specified in the Invoice**

On ..... 20.....

In two original copies

**By :**

**For PFA**.....

**Mr/Ms** .....

## List of schedules

**Schedule 1:** General Terms and Conditions of PFA travel

**Schedule 2:** Check in agreement of the Apartment

## Schedule 1

### GENERAL TERMS AND CONDITIONS of PFA TRAVEL

#### 1. General information

Information relating to the rented Apartment, and in particular its address, how to get into the building (building entry code) and into the Apartment (e.g. stairs or elevator to take, door number of the Apartment) are mentioned in the Invoice which has been previously sent to the Guest before his arrival in Paris together with the General Terms and Conditions.

The guest acknowledges that this is a self-catering apartment rental and therefore any special request will be charged such as supplies (extra washing up liquids, machine powder, extra-linen / towel...etc). Client should ask all his questions (in particular regarding equipment at the apartment) to our PFA travel' agent at the check-in appointment.

The guest should immediately report any problem concerning the apartment (such as broken furniture, leaks, electrical appliances...). PFA travel will fix it as soon as possible.

#### 2. Pick up of keys

Keys are picked-up according to the following procedures:

- During opening hours of the agency from check in at 2pm (unless confirmed by the agency) to 5.30pm.

Client should send his arrival information : airport, railstation or car and arrival time.

Client should call us from the airport (office information with free call)/railstation to confirm his arrival at 07 81 05 56 34 (leave a message if nobody).

Client should provide a cell phone to remain reachable.

An agent of the agency will welcome you at the apartment with the taxi driver.

- For arrival outside office hours, on Sunday or bank holidays you are asked to use our greeter service at a cost of 40 €.

Please note that PFA travel can provide a taxi for the journey from the airport or the train station to the Apartment (**STRONGLY RECOMMENDED**) – see Check-out and Check-in Agreement and rates on the website. In such case, a private taxi will wait for the Guest with his name on a panel at the airport or the train station and will bring him to the Apartment to meet the PFA travel's agent.

You're always welcome to leave your luggage at the agency from 10am to 6pm.

#### 3. Check-in, check-out and Check-in Agreement

##### 3.1 Check-in

Check-in time is 2pm.

Earlier check-in is subject to the availability of the Apartment and the prior approval of PFA travel. The Guest can contact PFA travel 2 days before his arrival to check if-an earlier check-in is possible.

1/

**From 10am to 5.30pm (except Sunday and national holiday).**

**Information to provide to the agency** to fix an appointment to welcome you at the apartment and to sign the Check-in Agreement with one of our agents is sent by email by PFA travel the day of the Apartment Guest reservation.

NOTE AND RECOMMENDATION: you are always welcome to reserve the taxi service (see below) during opening hours, please fulfill taxi info below.

This service is highly recommended in case of airplane /rail delay because the driver will always drive you at the apartment at anytime.

2/

**Out of Check-in time (see "1"), Sunday and French public Holidays** (2016: jan 1st, mars 28th, May 1st, 5<sup>th</sup>, 8<sup>th</sup> and 16<sup>th</sup>, July 14th, August 15<sup>th</sup>, nov 1<sup>st</sup>, 11<sup>th</sup>, dec 25<sup>th</sup>.)

For arrival outside office hours you are asked to use our greeter service at a cost of 40 €.

#### IMPORTANT:

- For any taxi related problem at the airport or rail-station, for example: if you are delayed (at the customs, loss of luggage...) you are asked to contact Inter Prestige at 06 98 25 40 41 (or 06 67 47 91 39), or 1 person of your group should meet up with the driver to explain the situation. If you do not respect this

process the taxi will not wait for you, it will be considered as a no show and there will be no refund for the transfer.

### 3.2 Check-out

Check-out time is 11am. Later check out is subject to the availability of the Apartment and the prior approval of PFA travel. The Guest can contact PFA travel before or during his stay to check if a later check-out is possible. In any case, he can leave his luggage at PFA travel's office during PFA travel's Opening hours.

An email is sent to the guest by PFA travel the day of the Apartment Guest reservation to set up a time for an appointment for the inspection of the apartment and the Check-out Agreement. In any case, this appointment shall take place during PFA travel Opening hours and its hour should be fixed before the Arrival Date of the Guest.

#### To set a time for the check-out inspection with one of our agents:

**1/You leave within our office opening hours**, please set up a time for an appointment at the apartment during our office opening hours.

**2/You leave outside our office opening hours, on a Sunday or a holiday**, please set up a time an appointment for the previous day within office opening hours.

### OFFICE HOURS

Our office is open Monday to Saturday between 10 am - 1 pm and 2 pm - 6 pm

#### France 2016 public holidays:

2016: jan 1st, mars 28th, May 1st, 5<sup>th</sup>, 8<sup>th</sup> and 16<sup>th</sup>, July 14th, August 15<sup>th</sup>, nov 1<sup>st</sup>, 11<sup>th</sup>, dec 25<sup>th</sup>.

### 3.3 Assistance

In case of a problem before arrival (e.g. delayed plane, loss of luggage), the Guest shall call PFA travel's cell at +33 (0)7.81.05.56.34 (always leave a message if nobody), for taxi transfer reserved with us always contact Inter Prestige at 06 98 25 40 41 (or 06 67 47 91 39), and email us at info@pfatravel.com.

During his stay, the Guest can also contact PFA travel for any assistance or information he may need.

In case of events such as a power cut, a water cut and/or a water leak, problems with locks and doors the Guest **shall immediately inform PFA travel** who will assist him and try to find a solution. It is expressly agreed between the parties to this Agreement that (i) PFA travel cannot be held responsible for such an occurrence and (ii) the Guest will not be entitled to claim against PFA travel for any compensation of any nature.

Guest shouldn't contact by himself any society for reparation. PFA travel pays only for contractors contact by us.

## 4. Accommodation conditions/ State of the Apartment and use

### 4.1 Use of the apartment

The purpose of this Agreement is to rent the Apartment to the Guest personally as a temporary residence for the duration mentioned in the Invoice.

The Guest represents and warrants in particular that he will not:

- Sub-rent the apartment and that only the guests mentioned in the Invoice will live in the apartment for the duration of this Agreement;
  - Use the apartment to perform or to host, in particular, a commercial, a dangerous or an illegal activity;
  - Generate nuisance to or complaints from the neighborhood;
  - Breach the non-smoking policy in the Apartment;
  - Bring pets in the Apartment.
- In this respect, the Guest shall comply with the common rules (*règlement de copropriété*) governing the building where the Apartment is located. In particular : Respect the silence of the building and your neighbors – no noise after 10pm, respect the waste separation for recycling purposes -.

In case of a complaint from neighbours, the Guest shall immediately inform PFA travel who will try to settle the dispute.

### 4.2 State of the Apartment

On the day of the check-in by the Guest, the Apartment is provided in a clean state. During his stay, the Guest is responsible for the cleanliness of the Apartment. He shall use the Apartment with care and respect as if it was his own property.

The Guest will be informed of the functioning of the equipment which is in the Apartment. The list of this equipment and furniture is mentioned on the PFA travel website.  
PFA travel provide clean sheets and of the towels upon arrival.

On the day of his check-out, the Guest should:

- Ensure that the Apartment is left in a clean state;
- Ensure that all furniture and equipment is in its initial place;
- Clean all dishes he might have used and put them back in their initial place;
- Empty the apartment of any rubbish before his departure.

#### **4.3 Change of Apartment**

If the Apartment becomes unavailable on the day of the arrival of the Guest due to a major issue such as, in particular, the death of a close friend or relative of the owner of the Apartment or an impossibility to leave in the Apartment due to a material water leak, PFA travel shall change the accommodation of the Guest for Apartment of a similar category or a superior one for the same Rental Price. PFA travel will make its best efforts to inform the Guest of this change in due time. PFA travel cannot be held liable on any ground whatsoever for the change of accommodation and this will not entitle the Guest to claim for a compensation of any nature.

#### **5. Insurance and liability**

The Guest represents and warrants that he benefits from a personal travel insurance which covers in particular himself and the other guests listed in the Invoice. This Insurance Policy shall cover the Guests and all risks relating to the rental of the Apartment (e.g. fire, water leak) as well as their luggage, personal belongings being in the Apartment and if applicable, cash, jewels or valuables items.

PFA travel shall not be responsible for any injury, loss or damage to the Guests listed in the Invoice and in the Specific Terms and Conditions, their friends or their belongings during their stay in the Apartment.

In this respect, the Guest shall immediately notify PFA travel if he records that locks, doors or windows of the Apartment are not functioning properly on his Arrival Date.

#### **6. Security deposit**

In order to guarantee the furniture and equipment mentioned in the **Check in Agreement**, the Guest shall give a bank pre-authorization of an amount specified in the Invoice ("**Security Deposit**"). Up to this amount, the Guest authorizes PFA travel to debit his bank account for the amount corresponding to the Damages caused to the Apartment and/or its furniture and equipment.

The existence or the absence of such Damages will be recorded during the Checking-out Agreement performed by the Guest and PFA travel and mentioned in article 3 above.

If the Checking-out Agreement records the absence of damages during the stay of the Guest, the bank authorization corresponding to the Security Deposit will be automatically and irrevocably withdrawn within 15 days after the check-out date.

Subject to Specific Terms and Conditions agreed between the Guest and PFA travel and for information purposes only, the Security Deposit generally amounts to 600 euros for a single bedroom Apartment or a studio and 900 euros for flats composed of 2 to 4 bedrooms.

#### **7. Reservation and payment of the Rental Price**

The total price to be paid by the Guest for the rental of the Apartment during his stay is specified in the Invoice. The Rental Price includes the price of additional services (e.g. taxis, extra cleaning services...ETC) unless if these services are ordered after issuance of the Invoice. In such case, PFA travel will issue an additional invoice for the corresponding services. This additional invoice shall be paid in full on its receipt by the Guest.

The Rental Price shall be paid by the Guest according the following provisions:

The Guest shall pay a non-refundable down payment representing 30 % of the Rental Price, the amount of which is specified in the Invoice. The remaining balance of the Rental Price shall be paid by the Guest one month before his Arrival Date. This payment date is specified in the Invoice.

During the high season, PFA travel can ask for the total payment of the Rental Price on the day of execution of this Agreement.

**8. Cancellation**

If the Guest wishes to cancel his reservation, he shall immediately notify PFA travel via email with recorded delivery.

In the case of cancellation upon his initiative, the Guest will be not refund for the down payment that he paid the day of his booking, which is 30% of the total of his invoice.

If the Guest wishes to leave the Apartment before the Departure Date mentioned in the Specific Terms and Conditions and in the Invoice, the remainder of the Rental Price will not be reimbursed. The Guest shall inform PFA travel of his new departure date and fix a date with PFA travel for the Checking-out Agreement and the return of the keys.

PFA travel recommends his guest to subscribe to a personal cancellation insurance.

**9. Governing law and jurisdiction**

This Agreement shall be governed and construed according to French law.

The Guest and PFA travel agree to give jurisdiction to the Paris Court for any dispute arising from the interpretation or execution of this Agreement.

On ...../...../.....

**By :**

**For PFA travel**

**Mr/Ms**

**Schedule 2**

**Check in agreement of the Apartment**

**The Guest hereby acknowledges that the apartment is in good state as presented on the PFA travel's website and Invoice.**

**Comments and remarks from Guest :**

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**This is to certify that I,** \_\_\_\_\_,

hereby authorize PFA TRAVEL to debit my Visa / Master Card

Credit Card Number:

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Card Identification Number (The last 3 digits of the number printed on the back of the card): \_\_\_\_\_

Expiring on \_\_\_\_\_

Card billing address \_\_\_\_\_

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to authorize us to use my credit card for missing or damaged equipment, furniture (see "security deposit")

On ...../...../.....

**Signature:**