

GENERAL CONDITIONS

English

1. Cancellation

If the tenant does not take possession of the premises for the rental period, he nevertheless has to pay the entire sum of the location for the period foreseen in the contract, without being able to claim back a reduction, unless the agency has been able to find a replacement. In this case the agency is entitled to all expenses required in finding the new tenant.

The forfeit warranty, included in the rent allows for the cancellation of the lease in cases of force majeure: illness, serious accidents (supported by medical certificate), death of the tenant or of his close descendants, forebears or parents-in-law, or significant damage caused to the tenant's property which compels him to stay at home.

Health and accident insurance for conditions predating the signing of the lease are not included in the present insurance. The agency must be informed of the cancellation within 48 hours of the cause of cancellation. When the agency agrees to the breach of contract, the deposits made by the tenant are then returned, with a deduction for insurance of 4% of the rental price.

If the property leased to the tenant is sold, no indemnity can be claimed by the tenant against the agency or to new or previous owners. The rental contract is broken by the signing of the deed of sale. In all cases the agency will do its utmost to find an alternative property for the tenant. The tenant is obliged to accept the new premises and can not change if it does not suit them.

2. Possession of premises

The tenant, on taking possession of the premises must check the state of his lodging. If he notices any deterioration of the building or its furniture; he must inform the agency within 2 hours of his arrival.

3. Occupation

The tenant must not be sublet to another person without making a special request. The premises are rented for the intention of living, with exclusion of other uses and are rented to the number of persons stated on the rental contract. Persons above the stated number, residing without the knowledge of the owner can be obliged to pay twice the price of an authorized person. The agent and the owner reserve the right to visit the premises unannounced. Before signing the rental contract the tenant must inform himself of facilities adequate for elderly and handicapped persons.

4. Maintenance

Within the premises, all contents such as furniture, electrical appliances, heating, bath and WC etc. are under the tenant's responsibility and must be kept in good working condition, normal wear and tear excluded.

The tenant is responsible for damage caused through "his fault": frozen pipes, broken utensils etc. The tenant must take all precautions necessary to avoid this happening.

The tenant must inform the agency or the owner of all repairs that need to be made. All work done in ignorance to the owner's knowledge must be paid by the tenant. The furniture, decorative objects etc. must be kept in their initial place.

5. Services

Before the tenant's arrival, the owner will prepare the lodging and clear the snow from all necessary roads and paths.

During his stay, the tenant will keep the access clear, will clean regularly the lodging and dispose of all rubbish in the appropriate bags to be placed in the small dustbin chalets intended for this purpose.

The tenant must wash and put away all the dishes, clean the fridge, inside and outside of cupboards, clean the cooker after every use. The final cleaning is included in the rental price. Neither the owner nor the agency are responsible for the irregularity of the water supply, or cleaning of the roads and decline all responsibility for any lack of use not resulting from his fault.

If the lodging has a telephone and in case of use, the basic tax is of 10Sfr for one week, 15Sfr for two weeks, 20Sfr for three weeks or more.

6. Charges and insurance

Heating, hot water, electricity and final cleaning costs are all included in the rental price. The tenant engages himself to economize and not waste hot water and electricity. High and abnormal consumption charges can be billed to the tenant by the agency, such as the eventual replacement of fuses, telephone charges and fire-wood.

The building and furniture insurance is the owner's responsibility, whereas that of personal effects is up to the tenant.

7. Holiday tax

It is included in the price of location. The tenant must fill in the registration form with the appropriate information requested in accordance with the district laws, 13 November 1975.

8. Departure

Before leaving, the tenant must inform the agency of all damages caused during his stay.

Missing, deteriorated, melted, broken or cracked objects must be paid for by the tenant at its price of purchase. The premises must be left intact as found.

The time of departure must be notified to the agency the day before.

9. Legacy

This leasing contract counts as evidence of debt according to Article 82 LP for the amounts due by the tenant in accordance with the arrangements of this contract.

All details not foreseen in this contract are subject to Articles 253 and following of the federal code of obligations.

For all claims that may result from misinterpretation, the execution or non-execution or the application of this contract, the tenant must abide by the regional law, attributed to the court of law and authority of Sierre.