



TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

- **BLUE ESTATE:** refers to BLUE ESTATE, a limited liability company with capital of 7,500, whose registered office is located at Hall B of the Immeuble ALTITUDE 1 - 5 Avenue du Pré Félin in ANNECY LE VIEUX (74940), identified in the SIREN under number 880 111 307 RCS ANNECY, holder of the Property Management professional card no. CPI 7401 2020 000 044 633 issued by CCI de la HAUTE-SAVOIE, VAT number FR44 880 111 307, and member of the GALIAN Assurances guarantee fund based at 89, rue La Boétie - 75008 PARIS, under Attestation number : 113071, and guaranteed for an amount of ONE HUNDRED AND FORTY THOUSAND EUROS (140.000.00 euros), it being specified that for the purposes hereof, the expression "BLUE ESTATE" may refer, as the case may be, (i) directly to the owner of the leased property, and/or (ii) to BLUE ESTATE itself, in its capacity as service provider.
- **Customer(s):** refers to any individual or legal entity making a Reservation with BLUE ESTATE.
- **General Conditions:** refers to the present general conditions.
- **Special Conditions:** refers to the conditions applicable to the Rental reserved by a Customer and included in the relevant Rental Contract.
- **Content:** refers to the content, articles, product sheets, photographs, Rental and/or Service offers, or other Content accessible to Visitors on the Site.
- **Rental Contract:** refers to the contract signed by BLUE ESTATE in its capacity as agent for the Owner and the Customer, setting out the Specific Rental Conditions.
- **Intermediary:** refers to any intermediary, and in particular any Internet platform for booking holidays, through which BLUE ESTATE offers to Rent the Accommodations it manages.
- **Livret d'Accueil (Welcome Booklet):** refers to the booklet made available to the Customer in each Home, containing all the practical information relating to the Home in question (Wi-Fi codes, directions and conditions of access to the Home, instructions for using the equipment in the Home, etc.).
- **Livret de Conciergerie:** refers to the document in each Rental Unit listing all the optional services that may be offered by BLUE ESTATE and its partners.
- **Rental:** refers to the operation whereby BLUE ESTATE makes an Accommodation available to the Customer, following a Reservation, within the framework of these General Terms and Conditions and the Rental Contract.
- **Housing:** refers to the real estate object of the Rental offered by BLUE ESTATE.
- **Partners:** refers to any service provider with whom BLUE ESTATE works in connection with Rentals, and in particular any third party likely to provide Services to the Customer in connection with the Rental.
- **Party(ies):** refers individually to BLUE ESTATE or the Customer, and collectively to BLUE ESTATE and the Customer.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



- **Owner:** refers to any individual or legal entity owning a Rental Property that it has entrusted to BLUE ESTATE for management.

- **Reservation:** refers to the operation by which a Customer chooses the Accommodation they wish to rent and informs BLUE ESTATE.

- **Services:** refers to the ancillary services offered by BLUE ESTATE, in its capacity as a service provider, in particular concierge services, and other services through its Partners, as they appear on the Site and as proposed by BLUE ESTATE in its dealings with the Customer before and during the Rental;

- **Site:** refers to all the Content and Services accessible on the website at the following address: <https://www.blue-estate-agency.com>

- **Routine Summary Household Tasks:** includes, but is not limited to, the following services:

- | | |
|--|--|
| <ul style="list-style-type: none">- Floor cleaning (vacuuming, mopping)- Cleaning and disinfection of sanitary facilities (WC and bathroom(s))- Kitchen cleaning- Change of sheets and towels- Hot-cleaning of sheets and towels- Cleaning appliances | <ul style="list-style-type: none">- Cleaning the barbecue- Regular cleaning and maintenance of relaxation areas (hammam, sauna, etc.)- Emptying, cleaning and regular maintenance of SPAs, Jacuzzis, Nordic baths ...- Chimney cleaning- Home ventilation. |
|--|--|

-**Visitor:** means any Internet user consulting the Site who has reached the age of 18 or who is under the supervision of a legal guardian.

2. SCOPE OF APPLICATION

The present Terms and Conditions apply, without restriction or reservation and on an exclusive basis, to any Visitor to the Site, as well as to any service marketed on the Site by BLUE ESTATE, whether it involves the rental of goods or other services.

The main characteristics of the Rentals are presented in the BLUE ESTATE Internet catalog at <https://www.blue-estate-agency.com/nos-offres>. Additional brochures can be supplied to customers on request.

The Customer is obliged to read all the information brought to his/her attention before making any Reservation, whether made on the BLUE ESTATE website or on a partner's website. The reservation of a rental is the sole responsibility of the Customer.

The present General Terms and Conditions are systematically communicated to all Customers prior to the conclusion of the Rental Contract and will prevail, where applicable, over any other version or any other



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



contradictory document. However, in the event of any contradiction between these General Terms and Conditions and the Rental Contract, the Rental Contract shall prevail over the General Terms and Conditions.

The Customer declares that he/she has read and accepted these General Terms and Conditions before entering into the Rental Contract. Validation of the Reservation by the Customer implies unreserved acceptance of the General Conditions by the Customer.

3. HOW TO ACCESS THE SITE

3.1 Contents

The purpose of the Site is to promote BLUE ESTATE's rental offers and services, in compliance with these Terms and Conditions.

The Content includes in particular :

- A BLUE ESTATE presentation;
- A presentation of the homes available for rent with detailed descriptions;
- A presentation of the destinations in which the Homes are located;
- A presentation of the additional services that may be provided by BLUE ESTATE and/or its Partners during the rental period;
- BLUE ESTATE's suggestions for holidays;
- Reservation request service;
- A "contact" section where you can send an e-mail to BLUE ESTATE.

3.2. Content access

The Content can be accessed by any Visitor or Customer by simply connecting to the following URL: <https://www.blue-estate-agency.com>

BLUE ESTATE endeavours to allow, but does not guarantee, access to the Site 24 hours a day, 7 days a week, in particular in the event of force majeure or an event beyond its control, and subject to any maintenance work necessary for the proper operation of the Site, which may be carried out without BLUE ESTATE having to give prior notice to Visitors or Customers.

Under no circumstances shall BLUE ESTATE be held responsible for interruptions in access to the Site and their consequences, whatever the extent.

3.3. Security and viruses

Although the Site is secured "https", it is the responsibility of each Visitor and/or Customer to take all appropriate measures to protect themselves against the contamination of their data, software or hardware by viruses that may circulate through the Site or the information published on it, and to manage their data backups.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



The Visitor and/or Customer expressly accepts and acknowledges that use of the Site is carried out under his or her own responsibility and that he or she is entirely liable for any damage or injury caused to his or her computer system or to any Internet access terminal and for any loss of data that may result from downloading or using the Site.

3.4. Use of the Site

Visitors and Customers undertake to use the Site in compliance with all the provisions set out in these General Terms and Conditions.

They expressly accept that the use of the Site and the information and tools included on or accessible via the Site are under their own responsibility.

Visitors or Customers shall refrain from carrying out any downloads or operations that may hinder the proper functioning of the Site.

In any event, they will be solely responsible for any damage of any kind that may be caused on this occasion.

Visitors or Customers shall refrain from any action likely to undermine the proper operation of the Site and/or the reputation of the Site, the Owner, BLUE ESTATE and, where applicable, any company considered to be a subsidiary or branch, or the personalities of their directors.

4. RESERVATIONS

The Customer selects the Accommodation(s) he wishes to rent, according to the following procedure:

1 The Customer must inform BLUE ESTATE by telephone, using the reservation form, by email sent to contact@blue-estate.fr or via the website at <https://www.blue-estate-agency.com> of his/her wish to make a Reservation, mentioning the Accommodation chosen, the desired rental period and the number of people, specifying the number of adults and minors, staying;

2 In return, BLUE ESTATE will confirm to the Customer the availability of the requested Accommodation for the desired Rental periods and duration, and will consequently send him, by e-mail, the Rental Contract;

The Rental proposal thus sent by BLUE ESTATE will be valid for a period of 48 hours from receipt, during which time BLUE ESTATE undertakes not to grant any new Rental on the Accommodation requested on the dates requested by the Customer.

After this period and without a return e-mail to the Customer's address contact@blue-estate-agency.com, the proposal will become null and void and BLUE ESTATE will regain its full freedom and may accept any new Reservation request for the Accommodation which is the subject of the Customer's request.

It is the Customer's responsibility to check the accuracy of the Reservation and to notify BLUE ESTATE immediately of any error within the set time limit (24h).

3. The Reservation will only be considered definitive after:



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



a. Receipt by BLUE ESTATE, by e-mail or any other means accepted by BLUE ESTATE, of the duly signed Rental Contract accompanied by a copy of the Customer's valid identity documents, as well as payment of the rental price, in accordance with the terms and conditions set forth in the article "Terms of Payment".

b. The sending to the Customer of confirmation of acceptance of the Reservation by BLUE ESTATE and after receipt of all sums due, under the conditions detailed below and, in the quotation, sent to the Customer at the time of the said Reservation.

BLUE ESTATE reserves the right to refuse any Reservation from a Customer with whom there is a dispute relating to the payment of a previous Reservation, or more generally, with a customer who has failed to fulfil one of his contractual obligations during a previous Rental.

Given the nature of the services provided, Reservations made by the Customer do not benefit from the right of withdrawal in accordance with the provisions of article L.221-28-12° of the French Consumer Code.

Any Reservation by a Customer is made *intuitu personae* and is therefore non-transferable by the Customer to any third party to the Reservation for any reason whatsoever, except with the express prior consent of BLUE ESTATE. In the event of non-compliance with this provision, BLUE ESTATE is entitled to terminate the Reservation immediately; in such an event, the full rental price will be retained by BLUE ESTATE.

5. CANCELLATION POLICY

5.1. On the initiative of BLUE ESTATE

BLUE ESTATE shall be entitled to cancel any Reservation at any time prior to the start of the Rental in the event of force majeure as defined in these General Terms and Conditions.

In addition, BLUE ESTATE reserves the right to cancel any Reservation in accordance with article L.121-11 of the French Consumer Code, and in particular if it is abnormal, made in bad faith or for any other legitimate reason, and in particular any Reservation made by a Customer with whom there is a dispute relating to the payment of a previous Reservation, or more generally, with a Customer who has failed to fulfil one of his contractual obligations during a previous Rental, and to proceed with any compensation, where applicable, between the sums already paid for the cancelled Reservation and the sums still due for a previous Reservation.

In the event of cancellation of a Reservation by BLUE ESTATE due to force majeure as described above, all sums already paid by the Customer on the date of cancellation will be refunded by BLUE ESTATE, within 30 days of the cancellation of the Reservation in question, by bank transfer to the Customer, who must provide BLUE ESTATE with his bank details for this purpose.

Lastly, in the event that a Reservation made by a Customer is transferred to a third party in disregard of the aforementioned provisions of the General Terms and Conditions, BLUE ESTATE may cancel the Reservation, even on the first day of the Rental, if BLUE ESTATE is aware that the Reservation has been transferred to a third party; in this case, all sums already paid by the Customer will be retained by BLUE ESTATE as damages.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



5.2. At the Customer's initiative

5.2.1. Cancellation of a Reservation within 30 days of arrival

In the event of cancellation by the Customer, for any reason other than force majeure, of a Reservation between 15 and 30 days prior to arrival, 60% of the price of the Reservation will be retained by BLUE ESTATE.

In the event of cancellation by the Customer, for any reason other than force majeure, of a Reservation 15 days or less prior to arrival, the full price of the Reservation will be retained by BLUE ESTATE.

For the calculation of these deadlines, only an email notification of the cancellation of the Reservation sent by the Customer to BLUE ESTATE at the address contact@blue-estate.fr, will be deemed authentic.

In addition, the said period will begin to run on the first working day following the said notification.

5.2.2. Cancellation of a Reservation more than 30 days before arrival

In the event of cancellation by the Customer, for any reason whatsoever except force majeure, of a Reservation more than 30 days prior to arrival, BLUE ESTATE, on the understanding that if the balance of the price of the Reservation has already been paid by the Customer, this balance will be refunded by BLUE ESTATE within a maximum period of 30 days from the date of cancellation, by bank transfer to the Customer, who must communicate his bank details to BLUE ESTATE for this purpose.

For the calculation of this 30-day period, only an email notification of the cancellation of the Reservation sent by the Customer to BLUE ESTATE at contact@blue-estate-agency.com, will be considered as proof.

In addition, the said period will begin to run on the first working day following the said notification.

6. RATES

The Rental offered by BLUE ESTATE is provided at the rates in effect on the day of confirmation of acceptance of the Reservation by BLUE ESTATE, as communicated to the Customer prior to the Reservation. Prices are expressed in Euros and include VAT.

These rates are, as far as the Customer is concerned, firm and non-revisable during the Rental Period. These rates include handling and management fees, cleaning costs (understood to mean the basic household chores required to make a property available for rental) and tourist tax.

To this price may be added, where applicable, the price of optional additional services that the Customer has requested from BLUE ESTATE.

In this case, the 40% deposit paid by the Customer at the time of Booking will cover the total cost of the stay, including any optional additional services requested by the Customer.

If, however, optional additional services are required during the stay, BLUE ESTATE will issue a memo to the Customer on the last day of the rental period, at the time of the departure inspection.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



7. TERMS OF PAYMENT

7.1. Reservation within 30 days of the Rental

In the case of a Reservation made by the Customer within thirty (30) days before the start of the Rental Period, payment must be made in full on the day of the Reservation by the Customer, in accordance with the payment terms below:

- By credit card (online payment): Carte Bancaire, Visa, MasterCard, American Express;
- By bank transfer.

BLUE ESTATE will not be obliged to confirm the Reservation in the event of failure to comply with the payment conditions stipulated above.

Payments made by the Customer will not be considered final until BLUE ESTATE has received the sums due.

An invoice is drawn up by BLUE ESTATE and sent to the Customer, at the latest, forty-eight (48) hours after the Reservation.

7.2. Reservations made more than 30 days prior to the rental date

In the case of a reservation made by the Customer more than thirty (30) days before the start of the Rental period, a deposit corresponding to 40% of the total price of the Rental period must be paid at the time of the Reservation by the Customer, in accordance with the terms specified below:

- By credit card (online payment): Carte Bancaire, Visa, MasterCard, American Express,
- By bank transfer.

A deposit invoice is issued by BLUE ESTATE and given to the Customer no later than forty-eight (48) hours after the Reservation.

The balance of the price must be paid in full no later than the 30th^{ème} day before the Rental.

An invoice corresponding to payment of the balance of the total price of the Reservation is drawn up by BLUE ESTATE and remitted to the Customer, at the latest within forty-eight (48) hours of payment of the said balance.

In the event of failure to comply with the payment conditions stipulated above, BLUE ESTATE will not be obliged to confirm the Reservation to the Customer.

Payments made by the Customer will not be considered final until BLUE ESTATE has received the sums due.

8. WARRANTY DEPOSIT

When the Reservation is made through BLUE ESTATE, the Customer will pay BLUE ESTATE, by bank transfer or credit card, a security deposit, the amount of which is specified in the Rental Contract according to the type of Accommodation to be rented.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



This deposit must be paid by the Customer no later than fifteen (15) days before the start of the Rental Period.

This sum will be retained by BLUE ESTATE for the duration of the Rental. It is remitted to BLUE ESTATE as a pledge in application of articles 2333 et seq. of the French Civil Code.

In the event of termination of the Rental by BLUE ESTATE for non-compliance with these General Terms and Conditions and/or the Special Terms and Conditions of the Rental Contract by the Customer, this security deposit will be retained by BLUE ESTATE as a penalty.

At the end of the Rental Period, if the Customer returns the Accommodation in good condition and without any damage having been noted to either the Accommodation or its equipment, the security deposit will be returned to the Customer in full within fifteen (15) days of the end of the Rental Period.

Where applicable, in the event of default by the Customer, the security deposit will be returned to the Customer within fifteen (15) days of the end of the Rental Period, less any costs incurred by BLUE ESTATE in restoring the Accommodation to its original condition.

In the event that the amount of damage exceeds the amount of the security deposit, in addition to the retention of the security deposit by BLUE ESTATE, the Customer undertakes to compensate BLUE ESTATE within a maximum period of one (1) month from the date of provision by BLUE ESTATE of all supporting documents relating to the costs incurred by BLUE ESTATE to restore the Accommodation to its original condition.

The Customer agrees to reimburse all costs and advances incurred by BLUE ESTATE, upon first request, upon presentation of an invoice.

In addition, in cases where the Customer has requested Services at the time of the Reservation and/or during the Rental, and these Services have been the subject of advances by BLUE ESTATE and have not been paid for by the Customer on the last day of the Rental, these advances will be deducted from the security deposit.

9. RENTAL CONDITIONS

The Rentals offered by BLUE ESTATE include the provision of the Accommodation in accordance with these General Terms and Conditions and the Rental Contract.

Rentals may include Services offered by BLUE ESTATE and/or its Partners.

In the event of a special request by the Customer concerning the Rental conditions, duly accepted in writing by BLUE ESTATE, the related costs will be the subject of a specific additional invoice to the Rental Contract initially accepted by the Customer and will be paid to BLUE ESTATE at the latest on the day of the Customer's arrival.

9.1. Arrival

Arrival on site is from 5pm on the first day of the rental period as determined by the Rental Contract. Any early arrival will be subject to the prior, express, written agreement of BLUE ESTATE and, depending on the case, will be subject to additional invoicing.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



9.2 Check-in

The number of occupants must be identical to the number of occupants mentioned at the time of booking. BLUE ESTATE must be informed of any changes. Failure to comply with this obligation will engage the Customer's responsibility and may result in additional invoicing.

The check-in and key handover procedure may be carried out either in the presence of a member of the BLUE ESTATE team, or by self check-in by the Customer only on arrival. In the event that self check-in is applied to the Rental, the procedure to be followed by the Customer will be sent by e-mail between 24 and 12 hours before the arrival date mentioned in the Rental Contract.

In accordance with the provisions of the Code de l'Entrée et du Séjour des Etrangers et du Droit d'Asile (French law on the entry and residence of foreigners and the right of asylum), all foreign customers, including European Union nationals, will be asked to fill in an individual police form on arrival, which may be pre-filled by BLUE ESTATE and completed with proof of identity. This form must be kept for 6 months and may be forwarded to the police or gendarmerie on request. Refusal to complete or sign such a form is considered a legitimate reason for cancellation of the Rental. In order to verify the Customer's nationality and the need to complete such a form, a valid form of identification must be presented on arrival.

In the absence of an inventory of fixtures, the Customer has 24 hours from the date of arrival to inform BLUE ESTATE of any anomaly in the Accommodation and/or malfunction of the equipment in the Accommodation, by telephone, SMS or e-mail address shown in the Welcome Booklet, with a photograph.

No claim will be validly accepted if the Customer fails to comply with the above conditions.

9.3. Check-out

On the customer's departure, BLUE ESTATEA will carry out a thorough inventory of fixtures.

In the absence of an inventory of fixtures on departure, BLUE ESTATE will have a period of 7 days from the date of departure to inform the Customer of any anomaly in the Accommodation and/or malfunction of the equipment in the Accommodation, by telephone, SMS or e-mail.

In the absence of reservations or complaints expressly made by BLUE ESTATE within the aforementioned time limit, the Accommodation will be deemed to conform to the Reservation, in good condition and perfectly furnished.

9.4. Use of the premises

The Customer acknowledges that the Accommodation covered by the Rental Contract is rented to him/her only as a temporary residence and for pleasure, unless expressly agreed otherwise in writing by BLUE ESTATE.

In this respect, it is expressly agreed that any change to the purpose of the Accommodation during the Rental Period, which is not authorized by BLUE ESTATE, will result in the immediate termination of the Rental Contract to the exclusive detriment of the Customer.

It is strictly forbidden to change the distribution and layout of the Lodgings for any reason whatsoever.

The Customer may not take the place of a third party, nor sublet the premises, even free of charge. It is hereby specified that the Rental Contract has been concluded for a specific number of occupants, and that in the event that the actual number of occupants exceeds the number specified in the Rental



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



Contract, the latter may be terminated immediately by BLUE ESTATE to the exclusive detriment of the Customer.

Where applicable, the Customer undertakes to comply with the co-ownership regulations applicable to the building in which the Dwelling is located.

The Customer undertakes to ensure that the peace and quiet of the Accommodation and the neighbourhood are not disturbed in any way, in accordance with current legislation.

Any abuse of use, even for a short period, may result in the immediate termination of the Rental Contract to the sole detriment of the Customer. In addition, the Customer must reimburse BLUE ESTATE for any sums it may have had to pay as a result of the Customer's disturbance.

It is forbidden to bring into the accommodation hazardous materials, or any substance that is illicit or contrary to regulations and morality. BLUE ESTATE cannot be held responsible for any violation of the law by the Customer.

The Customer undertakes to supervise minors occupying the Accommodation, without being able to hold BLUE ESTATE responsible in the event of any accident. The Customer will be held responsible for any accidents and/or damage resulting from any negligence on his/her part or on the part of the other occupants of the Accommodation.

The Customer may not demand any compensation from BLUE ESTATE, nor any reduction in the rental price, for any interruption in the services of the Lodging and, in particular, if they exist, those of ventilation, central heating, telephone and Internet, nor for any accidents or damage that may occur in the Lodging as a result of the rupture of gas, water, electricity or central heating pipes. The Customer hereby waives all such claims against BLUE ESTATE.

The customer undertakes to use the goods and equipment provided in accordance with their intended purpose and in strict compliance with the conditions of use. Should the Customer fail to do so, he/she will be liable for any costs incurred for the re-commissioning or replacement of this equipment. In addition, the Customer must compensate BLUE ESTATE for any prejudice resulting from the misuse of equipment in the Accommodation.

The Customer shall refrain from smoking inside any of the Lodgings, without any possibility of derogation from this principle. It is specified that in the event of failure to comply with this obligation, and in particular in the event of damage to any object and/or equipment with fabric of any kind due to the presence of tobacco odors, additional costs related to the cleaning of said objects and/or equipment will be invoiced to the Customer, and may, where applicable, be deducted from the security deposit paid by the Customer.

The Customer may not claim any reduction in the Rental price in the event that urgent repairs incumbent upon BLUE ESTATE occur during the Rental period.

The presence of animals in the Lodgings must be approved in advance by BLUE ESTATE.

10. WARRANTIES AND CLAIMS

BLUE ESTATE undertakes to take the utmost care in the performance of the services to which it is committed.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



For all complaints relating to the operation, conditions and optional rental services, the customer may address his requests to the following address: contact@blue-estate.fr.

The Customer will receive a reply within 2 working days of receipt of the complaint.

11. DAMAGE TO DWELLINGS

The Customer is obliged to return the Accommodation (including any equipment or other property found there at the start of the Rental Period) in the condition in which it was found on arrival.

The Customer is responsible for his/her own actions and omissions, as well as those of any person whom he/she may invite into the Accommodation or to whom he/she may grant access, to the exclusion of BLUE ESTATE personnel.

If the Customer causes damage to an Accommodation, equipment or other property, BLUE ESTATE will be entitled to retain the security deposit or request additional billing from the Customer for the restoration of the damaged Accommodation, at the latest within 30 days of the restoration estimate.

It is hereby stipulated that in the event of damage to an Accommodation, the occurrence of which is attributable to the Customer and which would place the Accommodation concerned in such a condition that it would be impossible to proceed with the next Rental, the Customer shall bear all damages suffered by BLUE ESTATE, the owner of the property and the Agency's customer(s) as a result of the impossibility of renting the accommodation concerned.

12. OPTIONAL SERVICES

In addition to the Rentals offered through BLUE ESTATE, optional Services are offered, at the Customer's choice and request. These Services may be carried out by BLUE ESTATE, in its capacity as Service provider, and its personnel, or by its Partners who may be involved in this capacity.

A description of the Services that may be offered by BLUE ESTATE appears on the Site.

The present General Terms and Conditions will therefore be fully applicable in the event that the Customer requests one or more optional Services from BLUE ESTATE at the time of the Reservation or at a later date.

In addition, if the Services requested by the Customer are entrusted to a BLUE ESTATE Partner, the Partner's general terms and conditions of sale will apply, unless otherwise stipulated.

12.1. Booking services

The Customer may, at the time of the Reservation procedure as previously established under the terms of the present General Conditions, subscribe to one or more Services in order to benefit from them during his Rental.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



Consequently, in order for the Reservation to be considered complete and definitive vis-à-vis BLUE ESTATE, the Customer must pay the full price of the Services ordered by him/her on the date of the Reservation.

Furthermore, during the Rental Period, the Customer may request BLUE ESTATE to take advantage of the Services offered by BLUE ESTATE and its Partners.

To do so, the Customer will contact BLUE ESTATE, which will check the availability of the requested Service and receive payment for it.

By accepting these General Terms and Conditions and subscribing to the proposed Services, the Customer authorizes BLUE ESTATE, where necessary (ordering meals, supplying food and beverages, in particular) and unless they have been clearly identified in advance, to obtain supplies from the suppliers and Partners of its choice. Expenses incurred with these partners will be borne by the Customer, on the basis of invoices provided by the former.

12.2. Cancellation of services

The Services ordered by the Customer may be cancelled in the event of force majeure, as defined in these General Terms and Conditions, it being understood that, for Services performed outdoors such as helicopter flights or mountain excursions, and strictly limited to this type of Service, cancellation of said Services by BLUE ESTATE due to poor weather conditions preventing the provision of the Services concerned will be considered a case of force majeure, by mutual agreement between BLUE ESTATE and the Customer.

In addition, the Services may not be cancelled by the Customer except in the event of force majeure as defined in article 13.

In the event of cancellation duly justified under the above conditions, the sums advanced by the Customer for the Services concerned will be refunded in full within seven (7) days of the cancellation of the said Services.

In the event of unjustified cancellation, it is hereby reminded that, in cases where Services have been the subject of advances by BLUE ESTATE, the Customer undertakes to reimburse BLUE ESTATE by bank transfer within a maximum period of forty-eight (48) hours from the date of cancellation. Should the Customer fail to reimburse BLUE ESTATE within the aforementioned period and without prejudice to the application of other measures provided for herein, BLUE ESTATE shall be entitled to deduct from the aforementioned security deposit any sums it may have advanced on behalf of the Customer in this respect.

12.3. Liability

When the Services subscribed to by the Customer are not carried out directly by BLUE ESTATE in its capacity as service provider, they are carried out by Partners external to BLUE ESTATE, and whose services benefit the Customer under its own responsibility, BLUE ESTATE cannot be held liable in any way whatsoever.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



In addition, the Customer is advised, in case of doubt about his/her own health and/or that of any occupants participating in the Rental, to consult his/her usual physician before subscribing to certain Services. Under no circumstances may the Customer hold BLUE ESTATE liable in the event of an accident or damage arising from the Customer's subscription to one or more Services.

BLUE ESTATE makes every effort to select its Partners according to criteria that meet the quality requirements of the Rental properties it offers.

12.4. Insurance

The Customer will be offered the option of taking out Insurance to cover the rental risks associated with the Rental. If the Customer wishes to take advantage of this option, he/she may notify BLUE ESTATE in order to take out said insurance for the benefit of the Customer and the travellers with whom he/she will be accompanied.

This insurance will be charged at 2.75% of the price of the stay.

The description and items covered by this insurance can be consulted at the following link: [assurance.pdf](#).

13. FORCE MAJEURE

BLUE ESTATE and the Customer shall not be held liable if the non-performance or delay in the performance of any of their obligations, as described herein, results from a case of force majeure, as defined in article 1218 of the French Civil Code.

Under the terms of these General Terms and Conditions, the notion of "force majeure" includes, in particular, declared or undeclared war, epidemic disease, quarantine, fire, exceptional floods, natural disasters, accidents or other events beyond the control of the parties. In addition, the notion of "force majeure" also covers any damage suffered by an Accommodation as a result of a Customer's action and/or any disaster rendering it unfit for Rental.

However, it is expressly agreed that the notion of "force majeure" does not cover cases of general labor strikes, transport interruptions and adverse weather conditions, with the exception of what has been expressly indicated for the cancellation of certain Services as mentioned above.

The Party observing the event must immediately inform the other Party of its inability to perform and justify this to the latter. The suspension of obligations shall under no circumstances give rise to liability for non-performance of the obligation in question, nor result in the payment of damages or penalties for delay.

Consequently, in the event that all or part of a Reservation is cancelled due to a case of force majeure, BLUE ESTATE will reimburse the Customer pro rata for the duration of the event, within fifteen (15) days of the occurrence of the said event. The cancellation of the Reservation in this respect will be strictly limited to the duration of the force majeure event.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



14. SPECIAL DEVICES

If the Customer or one of the occupants of a future rental has been diagnosed positive for the pathology that is the subject of the crisis before the first day of the rental, the administrative, regulatory and legal conditions will apply. In such a case, the parties will meet to determine the continuation of contractual relations. The suspension of obligations shall under no circumstances be a cause of liability for non-performance of the obligation in question, nor lead to the payment of damages or late penalties for any of the parties to the Rental Contract, the above cases being considered as special cases of force majeure linked to a health crisis.

In the event that one of the participants in a rental has been diagnosed as a carrier of the virus or pathology that is the subject of the health crisis, during the rental period, the parties will work together to determine the terms and conditions for the execution of the Rental Contract in accordance with administrative, regulatory and legal conditions. BLUE ESTATE will retain all sums paid by the Customer for the Rental, without being able to claim the return of all or part of the sums paid by the Customer for any reason whatsoever. In this case, BLUE ESTATE must be informed as soon as possible in order to take the necessary measures for the preservation of the Property and the safety of the future occupants. These measures may, at BLUE ESTATE's discretion and subject to administrative and/or regulatory measures, as well as the health of the occupants of the Housing concerned, consist of a request to vacate said Housing.

15. INTELLECTUAL PROPERTY

All intellectual property rights, in particular copyrights, trademarks, image rights and all other related rights concerning the general structure of the Site as well as the texts, logos, and any other element composing the Site, belonging to BLUE ESTATE or its partners, remain the exclusive property of BLUE ESTATE or their respective holders.

Any use, commercial or otherwise, in particular any downloading, copying, reproduction, transmission, distribution, adaptation, translation or representation, in whole or in part, of the Marketing Materials, the Website, the Social Networks, and in particular its general structure or logo, of the aforementioned trademarks, on any medium, without the prior written authorization of BLUE ESTATE or their respective owners, is prohibited and may give rise to legal proceedings, in particular for counterfeiting.

The databases appearing on the website are protected by the provisions of articles L.341-1 et seq. of the French Intellectual Property Code, and any substantial extraction or reuse of the content of the databases contained on the Site is prohibited. Any offender will be liable to the penalties specified in articles L. 343-1 et seq. of the French Intellectual Property Code.

16. PRE-CONTRACTUAL INFORMATION

The Customer acknowledges that, prior to making a Reservation and concluding the Rental Contract, he/she has been provided, in a clear and comprehensible manner, with these General Terms and Conditions, which remain appended to each Rental Contract, and with all the information listed in article L.221-5 of the French Consumer Code, and in particular the following information:

- The essential characteristics of the services offered by BLUE ESTATE ;



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



- Rental rates and ancillary costs, where applicable;
- Information on the identity of the service provider, its postal, telephone and electronic contact details, and its activities, if not obvious from the context;
- The possibility of resorting to conventional mediation in the event of a dispute.

The fact that a natural person (or legal entity) makes a Reservation implies full acceptance of these General Terms and Conditions and the obligation to pay for the Rentals and, where applicable, the Services thus reserved, which is expressly recognized by the Customer, who waives, in particular, the right to rely on any contradictory document, which would be unenforceable against BLUE ESTATE.

17. NULLITES

If any provision of these General Terms and Conditions is found to be invalid pursuant to a rule of law in force or a final judicial decision, it shall be deemed unwritten, without invalidating these General Terms and Conditions or altering the validity of the other provisions.

18. INDEPENDENCE OF THE PARTIES

Neither party may make any commitment in the name of and/or on behalf of the other party.

Furthermore, each of the Parties remains solely responsible for its allegations, commitments, services, products and personnel.

19. NON-RENUNCIATION

The fact that one of the Parties does not avail itself at any given time of any of the rights conferred upon it by these General Terms and Conditions or does not require strict performance of any of the provisions of these General Terms and Conditions, shall not be construed as a subsequent waiver of such rights or provisions.

20. APPLICABLE LAW - JURISDICTION - LANGUAGE

These General Terms and Conditions and all transactions arising therefrom between BLUE ESTATE and the Customer are governed by French law.

The present General Conditions are written in French.

Should they be translated into one or more foreign languages, only the French text will be deemed authentic in the event of a dispute.

If you encounter any difficulties, please contact us beforehand:
BLUE ESTATE - 5 AVENUE DU PRE-FELIN - 74940 ANNECY-LE-VIEUX - FRANCE
Telephone : 04.58.02.01.84
E-mail: CONTACT@BLUE-ESTATE.FR



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



All disputes arising from the Rental Agreements concluded in application of these General Terms and Conditions, concerning their validity, interpretation, performance, termination, consequences and consequences, which could not be resolved amicably between BLUE ESTATE and the Customer, will be submitted to the competent courts under the conditions of common law.

Any Customer domiciled outside France accepts that any disputes arising from the performance or interpretation of these General Terms and Conditions, and more generally from access to the Content or Services, shall be governed by French law and submitted to the French courts.

However, prior to any legal action, the Customer is invited to file a claim with BLUE ESTATE at the above address.

In accordance with the provisions of article L.612-1 of the French Consumer Code :

"Every consumer has the right to have recourse, free of charge, to a consumer mediator with a view to the amicable settlement of a dispute with a professional".

Disputes falling within the scope of article L.612-1 of the French Consumer Code are those defined in article L.611-1 of the French Consumer Code, i.e. disputes of a contractual nature, concerning the performance of a contract for the sale or supply of services, between a consumer and a professional. The text covers both national and cross-border disputes.

To initiate this mediation, the Customer may contact BLUE ESTATE's mediator, whose contact details are as follows:

Mediator of the French Republic
Haute-Savoie Prefecture
1, rue d'Albigny
74000 ANNECY

The terms and conditions of referral are as follows:

- By phone 04.50.33.61.16
- Office hours: Tuesdays 9:30 a.m.-12:30 p.m. and 2:00 p.m.-5:30 p.m.

The party wishing to initiate the mediation process must first inform the other party by registered letter with acknowledgement of receipt, stating the details of the dispute.

Since mediation is not mandatory, the Customer or BLUE ESTATE may withdraw from the process at any time.

In the event that mediation fails or is not envisaged, the dispute which may have given rise to mediation will be referred to the competent court.

21. PROTECTION OF PERSONAL DATA

BLUE ESTATE collects a certain amount of personal data from Visitors and Customers in connection with its Rental Services, which is necessary for the proper operation of the Site and the provision of its services.



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE



By making a Reservation, the Customer accepts that the personal data communicated to BLUE ESTATE will be processed in order to register the Reservation.

BLUE ESTATE collects and processes personal data with the utmost confidentiality, in compliance with regulations on the processing of personal data.

BLUE ESTATE does not transmit this personal data to any third party without the Customer's express consent, with the exception of the necessary transmission of this personal data to its Partners for the sole purpose of processing the Reservation.

Personal data collected by BLUE ESTATE will not be sold or communicated to third parties except as provided for in the present article.

The Visitor's or Customer's personal data will only be used for commercial prospecting purposes with their explicit consent.

In accordance with the French *Data Protection* Act of January 6, 1978, and Regulation (EU) 2016/679 "RGPD", the Customer has the right at any time to access, query, modify, rectify and delete personal data concerning him or her.

If the Customer no longer wishes to receive commercial prospecting by e-mail from BLUE ESTATE, he/she may notify BLUE ESTATE at any time.

BLUE ESTATE keeps this information for five (5) years after the Reservation. Personal data whose retention is mandatory (accounting documents, contracts, etc...) will be kept in the form of archives for the entire mandatory period in application of the applicable regime.

All rights relating to personal data may be exercised by contacting BLUE ESTATE :

By post: 5 AVENUE DU PRE-FELIN, 74940 ANNECY-LE-VIEUX

By e-mail: CONTACT@BLUE-ESTATE-AGENCY.COM

Via the contact form available at the following address

<HTTPS://WWW.BLUE-ESTATE-AGENCY.COM/CONTACT/>



BLUE ESTATE AGENCY

+ 33 (0)4 58 02 01 84 | www.blue-estate-agency.com
5, Avenue du Pré Félin, 74940 Annecy, FRANCE