

# *La Bella Toscana*

Tuscany and French Riviera Properties - Vacation Rentals



## Nice, France: Avenue Californie



**La Bella Toscana Ltd.**

Flat 6, 43-44 Nevern Square | London | SW5 9PF | United Kingdom Tel: +44 20 7370 4957 | Mob: +44 7813 328415

kathy@labellatoscana.com | www.labellatoscana.com

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## Nice, France: Avenue Californie

### The property

Sunny and open fourth floor apartment, with elevator access, and spectacular views of the "Baie des Anges". The apartment has a full size kitchen and bathroom and can sleep up to four people. A large terrace spans the length of the apartment affording spectacular views of the sea and the Promenade des Anglais. Cross the street and you can be swimming in the crystal clear waters of the Cote d'Azur or sunning yourself on one of the many beautifully maintained local beaches. Stroll along the splendid Promenade des Anglais and in thirty minutes you can be in the centre of Nice.

### Availability

The property is available year round and the rentals are as follows:

#### Low Season (January, February, March, November & December)

400 Euros per week

#### Mid Season (April, May and October)

500 Euros per week

#### High Season (June, July, August and September)

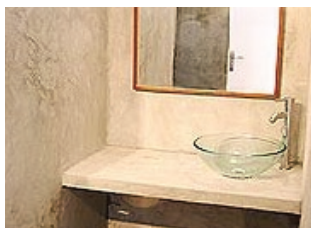
600 Euros per week

This property sleeps: 3

There is a small surcharge of 30 euros, 30 dollars or 20 pounds sterling for the use of sheets, towels, linens and the cleaning thereof upon departure. All other incidentals such as gas, electricity, water and the use of the air conditioning are included in the price of the weekly rental.

### Directions

Prior to leaving on your vacation, please contact Emmanuel at [apart-hotel-riviera@club-internet.fr](mailto:apart-hotel-riviera@club-internet.fr) for directions to the apartment, and to confirm your time and meeting place. Check in time is 4 p.m. and Emmanuel will be waiting in front of the building for you with your keys. If your plans change or you are arriving later than 4pm it is important that you contact Emmanuel on his mobile (+33 (0) 674 93 6526) to make special arrangements to get the keys. There may be an additional charge for this service



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## General Sales Terms And Conditions for Service

1. Reservation and sale are final once a down payment of 30 % of the total amount of the rental fees and services is received. The initial payment and signed contract must reach La Bella Toscana within 10 days of reserving or a minimum of 30 days before the beginning of stay. Beyond these limits, a reservation cannot be guaranteed.
2. Apartment keys are available when the remaining balance, security deposit and any additional fees for services requested by the client have been paid in full.
3. La Bella Toscana cannot guarantee the client the possibility to stay in the apartment beyond the specified dates. If the client wishes to extend his/her stay, La Bella Toscana will propose an alternate apartment, should the same one not be available. Under no circumstances does early departure entitle the client to any form of reimbursement for remaining nights.
4. Accommodations are provided for tourism purposes only. Any commercial use or exploitation of the property is strictly prohibited. The client certifies that the rental is for tourism purposes only. Under no circumstances shall he/she establish residence at the address noted. La Bella Toscana reserves the right to enter the apartment at any time for maintenance or surveillance reasons. These are essential terms and conditions, without which La Bella Toscana would not have rented the apartment.
5. At the conclusion of the rental period, any personal property remaining in the apartment shall be considered as left behind or placed without authorization. The client expressly accepts that La Bella Toscana remove and store such items at his/her expense. La Bella Toscana shall not be held responsible for the loss or damage of any personal items during transfer or storage. A client may claim personal items once an indemnity of 20 euros per week has been paid and all apartment keys have been returned.

## Payment Methods And Conditions

1. Acceptable forms of payment for the initial (30%) down payment include: Payment in either Sterling, Euros, And American Dollars, in either direct wire transfer into a UK bank account, a US bank account or a French bank account. Details of which will be provided to you upon booking.
2. The FINAL balance (70 %) of the rental fee must be paid thirty days prior to your arrival date, at which point all the details of how to arrive and how to obtain your keys from our Management office in Nice, will be released to you. If the client arrives outside of normal business hours (9h30 to 20h00) there may be a small fee applied for late collection of keys.

## Security Deposit

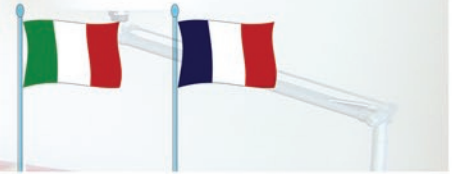
1. The security deposit must be paid in cash or personal cheque (the amount of the security deposit is 300 euros). This amount is NOT deposited, but held until your date of departure and returned to your home address by post, or destroyed, as per the decision of the client. The client expressly renounces his/her right to contest any sum (up to the full security deposit amount) which is later charged in relation to the repair cost of any damage or deterioration in the apartment, even if a check-out inventory is not submitted by the client and must be conducted on his/her behalf.
2. If a check-out inventory is not submitted due to unexpected departure, a departure outside of normal business hours or for any other reason, the security deposit will be forwarded to the client by mail. The cost of any damage or discrepancies will be deducted from the reimbursed sum. It is the client's responsibility to notify La Bella Toscana within 48 hours of receipt of any damage caused during the reservations he/she may have made. After this period, the departure inventory shall be considered final and the client renounces the right to contest any sums retained from the security deposit.

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3. The security deposit shall in no way limit the financial liability of the client, who is ultimately responsible for the real cost of any damages which exceed the deposit amount. In the event that an apartment key is lost or stolen, the client is responsible for the cost of changing the locks. The minimum amount for any loss, damage or deterioration to the property shall be 100 euros per incident.

4. La Bella Toscana provides high-quality linens in all of its apartments. In order to maintain the integrity of this service, missing linen upon check-out shall be billed at the following rates: 5 euros per dish towel, 15 per bath towel, 25 per sheet or pillowcase and 50 the duvet cover.

## Cancellation Policy

1. The following rules apply to the cancellation of a confirmed reservation or early departure: (1) for cancellations made more than 30 days prior to arrival, the client forfeits 50% of the initial deposit. (2) For cancellations made less than 30 days before arrival, the entire deposit shall be forfeited. (3) No refund will be made in the event of an early departure.

## Insurance

1. As insurance regulations and the notion of liability vary between different countries, the client should inquire with his/her personal insurance carrier to ensure that he/she and any travel companions are covered in the event of personal injury or property damage.

2. The client acknowledges that the improper use of apartment furnishings and appliances, especially those in the kitchen and bathroom, can be dangerous. The client and his/her guests are fully responsible for taking all necessary precautions before using any appliance or furnishing which he/she is or is not familiar. The client is aware that showers, bathtubs and other wet floors and surfaces can be slippery and dangerous. It is the client's responsibility to take all necessary precautions to avoid any accident involving himself, herself or any other guest. By signing this contract, the client declares to be insured and agrees not hold Apart Hotel Riviera liable for any accident or injury incurred during his/her stay.

## Range Of Services

1. The rental price includes: Use of a furnished/equipped apartment for the duration specified in the purchase agreement; water/electricity consumption and visitor's tax (for stays less than 30 days); Fresh linen, i.e. sheets and bath towels, provided once per week (for stays over 7 days and less than 30 days).

2. Unless otherwise agreed upon, the apartment is available from 4:00pm the day of arrival and should be vacated before 12:00pm the day of departure, during normal business hours.

3. The rental price does NOT include any post-departure cleaning or any optional services which have not been reserved and/or paid for.

## Client Responsibilities

1. The client must ensure that the apartment is vacated in the same order and condition which it was upon arrival. If additional housekeeping is necessary upon departure, it will be billed to the client at a cost of 25 euros per hour for a minimum of 2 hours (ex: 2 hours for a studio, 3 hours for a one bedroom, 4 hours for a two bedroom. These hourly tariffs can be modified, and applied on the day of the stay.

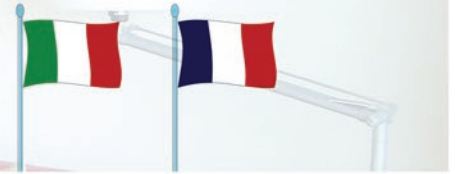
2. The client is solely responsible for any damage, loss or deterioration of the apartment or its contents during his/her stay. Repair costs shall be deducted from the security deposit and the client will be billed for any amount which exceeds the deposit amount. All rental properties are non-smoking. Any cigarette burn, regardless of size, shall result in a minimum 150 euro deduction from the security deposit.

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3. La Bella Toscana assumes no responsibility for the loss, deterioration or theft of personal effects belonging to the client, any third party or guest. This disclaimer includes any object of value left in the apartment without supervision, even if the client is present. The client must take all necessary security precautions such as closing and locking all doors and windows upon leaving the apartment to avoid any intrusion.

4. The client is fully responsible for any damages and the consequences thereof, both direct and indirect, including bodily harm, which occur in the apartment or common areas of the building, whether actually committed or resulting from any act, negligence or misuse by the client, guest or any third party. The client and any third party involved expressly renounce the right to hold La Bella Toscana legally responsible for any damages, injury, or bodily harm which may occur. Should the client or any of his/her guests wish to bring legal action against a third party, they agree to assume full responsibility for doing so.

5. The client must respect all building ordinances and thus not create excessive noise or any other disruptions which could potentially disturb other tenants. The client must respect the common areas of the building and leave nothing outside of the apartment or in the common areas of the building. Pets are not permitted, unless otherwise agreed upon and noted in writing. The client agrees not to engage in any illegal, illicit, immoral or business-related activity within the apartment or on the premises. Sub-leasing the apartment is strictly forbidden.

6. Upon leaving the apartment, the client must not leave the key in the keyhole inside the apartment. This may obstruct access to the apartment from the outside. If the services of a locksmith are necessary to rectify this situation, then all of the charges will be the responsibility of the client.

7. The client acknowledges that any violation of these obligations will lead to termination of the rental agreement. The client will vacate the premises and without compensation.

## Apartment Availability

1. If the reserved apartment is unavailable due to a technical problem or any other unforeseen circumstance, La Bella Toscana reserves the right to substitute an apartment from the same price category. While the layout or decoration may differ from the original apartment, these are not considered adequate grounds for refusing the apartment.

2. If an apartment of the same price category is not available, La Bella Toscana will offer one from a higher category for the same price as the originally reserved apartment, or one from a lower category (in which case the difference in rental price will be reimbursed for the duration of the stay.)

3. If there is a change in price category, the client may refuse the apartment. However, under no circumstance does the client have the right to any additional indemnity beyond reimbursement.

## Miscellaneous

The rental agreement and general terms and conditions outlined represent the extent of the engagement between the client and La Bella Toscana. By signing the rental agreement, the client acknowledges and agrees to these terms without reservation. In the event of legal dispute, only French Law shall apply under the jurisdiction of the City of Nice. Any translation of this or other contracts is provided for reference purposes only. Only the French version of this contract and all other documents and contracts shall be considered as legal. If a legal body rejects any clause of this contract, the remaining clauses remain valid.

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## Miscellaneous

Print this form, fill in the blanks and mail it and deposit payment to the address at the bottom of the form. Please contact us prior to booking to verify availability of the property you wish to rent. Unless other arrangements are made, a property is not considered reserved until this form and all required deposits are received; for this reason, it is important that you submit this form with all required deposits as early as possible.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State or Province: \_\_\_\_\_

Country: \_\_\_\_\_ Zip or Postal Code: \_\_\_\_\_

Telephone (include all country and area codes): \_\_\_\_\_

Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

First Choice for Property to Rent: \_\_\_\_\_

Second Choice: \_\_\_\_\_

Number of Persons: \_\_\_\_\_ Children (under age of 16) \_\_\_\_\_

Additional Guests: \_\_\_\_\_

Dates Required: From \_\_\_\_\_ to \_\_\_\_\_

Total Cost of Rental: \_\_\_\_\_ Euros

Deposit Enclosed (30% of rental to hold property): \_\_\_\_\_

Security Deposit (300 Euros, refundable on day of departure): \_\_\_\_\_

Total Enclosed: \_\_\_\_\_

I hereby acknowledge that I have read the conditions of booking (included on the "rates" page of La Bella Toscana's website) and comply.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

We cannot be held responsible or liable in respect to any accident that may occur while staying in one of our properties. We will, however, ensure to the best of our abilities that no such eventuality will occur. Please mail this form, with check, cashiers check or money order for the required deposits, to the following address:

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