



1. rental

The Vacation Rental Agreement is concluded in the name and on behalf of the owner or its agent. For this reason, Prestige Properties S.à.r.l. is duly authorized and entitled to conclude the aforementioned contract at the agreed price appearing on an enclosed form called Vacation Rental Agreement and handed over to the tenant(s) of the rented object or to the approved retailer which will forward a copy to the tenant.

2. Reservation

The tenant will make his reservation either directly with Prestige Properties S.à.r.l., or with an approved retailer.

3. Price - Payment - Reservation fees

The Euro is the only currency of reference. The prices mentioned on the Internet Web site www.prestige-proeprties.com and unless otherwise specified are by housing and per night. The prices in Swiss Francs are subject to change according to the exchange rate of the Euro against the Swiss Franc. The payment of an installment equal to 50% of the price of the rental will have to be made at the time of the reservation in confirmation of the order, the balance having to reach Prestige Properties S.à.r.l. 43 days preceding the date of beginning of the rental period and this without recall. The payment of the balance determines the final signature of the contract.

As soon as the reservation is being made and the installment received, Prestige Properties S.à.r.l. will establish the final invoice and a Vacation Rental Agreement in which the price of the rental will be mentioned plus any possible extra fees.

The exchange order for rental will be sent to the tenant 2 weeks approximately before the date of the beginning of the rental. It mentions all useful information to reach the point of destination and must be presented on arrival to collect the keys.

In case the reservation would intervene less than 43 days before the beginning of the rental, the full payment will have to be effected.

For any reservation and depending the workflow generated, Prestige Properties S.à.r.l. invoices a fee comprised between Euro 30.- and Euro 100.- and this independently of the additional fees likely to be invoiced by a retailer approved by Prestige Properties S.à.r.l.

The means of payment of the deposit as well as the balance will be precised at the

time of the booking.

4. Minimum Period of rental

The minimum period of rental is generally of one week, Saturday to Saturday, the arrival generally being between 4.00 p.m and 8.00 p.m and the departure between 8.00 a.m and 10.00 a.m, some exceptions being possible in certain cases which will be communicated at the time of the reservation. A minimum of a two weeks rental stay is compulsory during August and July. During these two months and unless otherwise advised, it is of use that the periods of a two weeks rental stay run from the 1st to the 15th and from the 16th to the 31st.

From case to case stays of less than one week will be considered.

5. Arrival and departure - Conditions - Number of persons

If the tenant has no possibility to respect the schedules of arrival and departure mentioned in paragraph 4 above, it must imperatively inform the owner or his representative whose datas appear on the exchange order.

If the tenant cannot take possession of the rented property at the day and hour planned and this, for any reason, the totality of the committed sums remains due. The same applies to any shortened stay.

On arrival, the tenant is due to present the exchange order as well as an identity paper to the owner or his representative. The number of people (adult and children) cannot, in no case, exceed the number of places of beds indicated on the Vacation Rental Agreement.

6. Insurances

No travel insurance is included in the prices. At the request of the tenant and under certain conditions Prestige Properties S.à.r.l. can propose travel insurances at attractive price such as: cancellation before the departure, assistance/repatriation, loss of luggage, etc. It belongs to the tenant and to his accompanying party to be covered against the risks of accidents. Besides, the tenant must ensure towards his insurance company that he is insured against the risks for which he could be held responsible (fire, water damage) and this even if the owner has his own insurance.

7. Services - Price

The price of the rental exclusively aims at the possibility for the tenant to use the rented property on a purely exclusive basis for the agreed length of stay.

In addition are generally included in the price and in so far as it is not otherwise specified at the time of the reservation: the availability of bath linen, bed linen, consumer expenditure of gas, electricity, hot and cold water, air-conditioning, heating in so far as they are kept within a limit of reasonable consumption or previously determined, as well as the final cleaning of the house. In the absence of being included in the price of rental, the above mentioned expenditures could be cashed on the spot or taken from the amount of the deposit. The same applies to possible expenses of telephone call and fax.

8. Modification of the prices and services

Modifications of the prices as well as the services can exceptionally occur after the conclusion of the Vacation Rental Agreement. If the modification of the service relates to an essential point of the contract, this one could be cancelled without expenses within five days following the reception of information. In this case the tenant will be completely refunded of the already paid sums. Modifications of prices which would intervene at the latest 22 days before the beginning of the rental and after signature of the contract will only relate to the following reasons: increase or introduction of taxes, variation of the rate of exchange. In the event of an increase higher than 5% of the price of the rental, the tenant can ask for the cancellation of his contract and for the integral refund of the sums which he will have already paid.

9. Deposit

It is of use that a deposit whose amount varies according to the rented property is requested to the tenant and must be paid to the owner or his representative directly on the spot, in cash or by credit card according to cases. This deposit will be refunded to the tenant at the end of the rented period, usually before he leaves, if no deterioration were noted throughout this period. Depending on the property rented, the deposit may be refunded after the clients departure in a time period not exceeding two weeks. From the deposit could also be taken the amount of the franchise in the event of damages accidentally caused to the rented property and/or furniture, as well as for invoices not settled on the spot (drinks, electricity in extra, etc).

10. Obligation of the tenant

In addition to the payment of the price and a possible deposit, the tenant commits himself to maintain the housing carefully and to comply with the rules of vicinity. Before his departure, the tenant is held to leave the kitchen installations, the crockery and the domestic ustensils clean (not included in the final cleaning).

The owner or his representative on the spot must be imperatively informed of any degradation or any damage caused by the tenant or one of the occupants of the housing. The responsibility of the tenant is committed for all damage that him or the

accompanying people will have caused.

11. External maintenance

If necessary, the owner or his representative on the spot reserves a right of access to carry out the essential work in order to maintain the rented property (gardening, maintenance of the swimming pool and installations, etc)...

12. Modifications - Cancellation - Cancellation fees

For each modification of an initial reservation and in so far as the period of rental does not change, a fixed fee of Euro 30.- will be charged.

In the event of cancellation of the reservation and even if it is replaced by another reservation, the following percentage will apply on the total amount of the reservation: 15% until the 44th day preceding the beginning of the rental; 50% from the 43rd to the 30th day preceding the beginning of the rental; 90% from the 29th to the 5th day preceding the beginning of the rental; 100% from less than 5 days preceding the beginning of the rental. In certain cases and according to the nature of the rented property, these fees could amount to 90% of the price of the package from the 43rd day to the 5th day preceding the beginning of the rental. Moreover, the reservation fee of Euro 30.- as well as any possible additional expenses will have to be supported by the tenant. Whatever the reason for cancellation is, the amount of these expenses cannot be reduced. The tenant is highly recommended to subscribe an insurance covering at least the cancellation and assistance fees. Prestige Properties S.à.r.l. is at the entire disposal of the tenant to inform him on this subject.

13. Pets

A few owners refuse the access of their housing to pets. Before reserving, the tenant will advise if he intends to carry an animal with him. In the case of a positive answer it rests with him to deal with all the formalities concerning the importation of animal in the country of destination. A supplement is generally charged.

14. Proposal for a replacement

If unforeseeable and insurmountable circumstances prevent the rental of the reserved property, Prestige Properties S.à.r.l. reserves the right to propose to the tenant a housing equivalent to the reserved property before the beginning of the rental.

Prestige Properties S.à.r.l. can cancel the contract before and during its execution if unforeseeable and insurmountable circumstances gave place to the impossibility of maintaining the rental; the same applies if the safety of the tenant and that of his

accompanying party could not be assured any more.

On this assumption, the execution of the contract cannot, in no case, be demanded. The sums paid by the tenant will then be completely or partially refunded, being deducted the already provided services and the report of the inventory of fixtures. A cover of insurance assistance/repatriation is highly recommended.

15. Responsibility

- a. Prestige Properties S.à.r.l. was based in good faith on the indications which were provided to him by the owner of the property to rent or by its representative on the spot and has taken all useful measurements to make sure that the property put in rental corresponds to the indications provided to the tenant and the provided photographs have only a vocation of illustration. Therefore, except serious fault from its side, Prestige Properties S.à.r.l. declines any personal responsibility with respect to the tenant if, contrary to information which was given to him by the owner or his representative stipulated in the description of the tenement, the rented property was not to correspond exactly to that description, even to the idea that it was done on the basis of the aforesaid description which forms integral part of the Vacation Rental Agreement.
- b. Prestige Properties S.à.r.l. declines any responsibility towards any personal damage, whose tenant and his accompanying party could be the victims, namely the material, body damages and the flight.
- c. In the same way, Prestige Properties S.à.r.l. declines its responsibility in the following cases: 1) facts or serious failures from the tenant or from one of his accompanying party, 2) unforeseeable and insurmountable negligences ascribable to a third and inherent to the supply of the services foreseen in the contract, 3) in the event of act of God or because of an event that neither Prestige Properties S.à.r.l. nor the owner or his representative could foresee despite all their diligence and against which they cannot act, 4) damage and losses undergone by the tenant and his accompanying party in the event of effraction.
- d. The responsibility of Prestige Properties S.à.r.l. for the representative and the staff is expressly excluded.
- e. In the event of minor problems on the spot, the tenant will endeavour to solve them as well as possible and to minimize them in order to avoid the possible prejudices which could result from them. The owner or his representative on the spot will provide to the tenant all the necessary assistance.
- f. Except the above mentioned minor problems, the tenant who, when taking possession of the house or throughout the rented period, was to note that the rented property present some defects such as those related to electricity or water or to the absence of promised services (bathroom linen and bed linen, crockery) will

immediately warn the owner or his representative on the spot which commit themselves to take any necessary measure to solve the defect as soon as possible. Any request for compensation on this subject will have to be addressed immediately to the owner or to his representative on the spot: no complaint on this subject presented after the return of the tenant will be taken into account.

g. The specificity and the unicity of the rented property for a given period and at a given price exclude any right for the tenant to be rehoused in another real estate once on the spot. h) For all complaints other than those mentioned under e) and f), they will have to be addressed to Prestige Properties S.à.r.l. which, as a representative, will transmit them to the owner or his agent.

16. Court of competent jurisdiction - Jurisdiction

The parties to the Vacation Rental Agreement, on the one hand the owner and on the other hand the tenant, accept that the law applicable to the present contract is the Swiss law.

All claims arising from the Vacation Rental Agreement or related to it that the tenant could put forward will be directed against the owner and not against Prestige Properties S.à.r.l. which, in accordance with art. 32 al.1 of the Swiss "Code des Obligations" being only the direct representative of the owner, does not have the passive legitimation.

All disagreements arising from the Vacation Rental Agreement or in relation to it will be definitively settled by only one judge-referee designated by mutual agreement between the parties according to the regulations of arbitration of the Chamber of Commerce and Industry of the canton of Geneva.

The seat of the arbitration is in Geneva and the language of the arbitration is the French.



Prestige Properties
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