

FranceVilla.nl

Private Holiday Homes – personally selected for you

Rental and Payment Conditions France Villa 1.7

- a. If you book a holidayhome where FranceVilla acts as the Intermediary, you agree to the Conditions mentioned in this Rental and Payment Conditions document, unless otherwise agreed.
- b. FranceVilla has the right to book the holiday-home in agreement with the owner or manager on the spot
- c. FranceVilla is obliged, by contract, to supply the client with the holiday home, in accordance to the description made by FranceVilla

Article 1 – Definitions

Explanation of the terms used in these general conditions concerning rental and reservation:

FranceVilla: FranceVilla is part from Menmore Int. BV, registered at the Chamber of Commerce, South West of the Netherlands No. 58425543 and based at Spekdam 23 , 4484DD Kortgene, Netherlands

Accommodation: Accommodation offered for rental in the name of the owner by FranceVilla for recreational purposes.

Rental Agreement: Contract between the owner and tenants for accommodation offered for rental by FranceVilla where FranceVilla acts as the intermediary.

Tenant: Person(s) who rent accommodation from FranceVilla or have the intention to do so

Co-Tenant: Person(s) who accompany the tenant in the same accommodation

Owner: Legal owner(s), or representative, of the rental accommodation

Manager: Person designated by the owner to manage the property and carry out relevant duties concerning that property

Rent: Rental price of the accommodation

Total Amount: Rent plus any other extra amounts due to the owner or to FranceVilla

Written Communication/announcement: Messages sent either by post or via email

Article 2 – Application of Rental and Reservation Conditions

2.1 These rental and reservation conditions apply to all offers (whether or not via the website), quotations, agreements and services provided by, with, by and via FranceVilla. These rental and reservation conditions explicitly also apply to (rental) agreements concluded between the tenant and the owner via FranceVilla. Deviating conditions do not apply until after explicit written acceptance thereof by FranceVilla. Oral agreements and / or commitments by employees of FranceVilla are only valid if they have been confirmed in writing by FranceVilla.

2.2 FranceVilla's offer is without obligation and can be revoked if necessary. Revocation due to correction of errors in the calculation of the rent or other errors is permitted. The revocation will be announced as soon as possible after notification, after which FranceVilla will make an alternative offer to the tenant if possible.

Article 3 – Nature of the contract

3.1 FranceVilla mediates in the realization of a lease between owner and tenant and is explicitly not a party to this lease. Rental agreements are concluded between tenant and owner.

Accommodation reservations are made via the internet or by telephone. In the case of an internet booking, the rental agreement is concluded after FranceVilla has confirmed the booking by e-mail after receipt of the booking form sent by e-mail. With a telephone booking, the rental agreement is concluded after FranceVilla has confirmed this to the tenant by email or in writing and the tenant has also confirmed this by email or in writing.

Both methods of reservation are final and binding, i.e. the cancellation costs described in Article 8 are due in the event of cancellation.

3.2 The tenant provides FranceVilla, before or at the latest when concluding the agreement, with all information about himself and the co-tenants registered by him that may be important for the conclusion or execution of the agreement. This includes, if available, the number of his mobile phone and email address. The tenant also mentions details of the quality or composition of the (co-) tenants registered by him that may be important for the proper execution of the agreement by FranceVilla. If he fails to fulfill this obligation to provide information and this has the consequence that this (co) tenant (s) is (are) excluded by (further) use of the accommodation by FranceVilla, the reported cancellation costs will be charged to him.

Article 4 - Payment

4.1 Within 7 days after the reservation date, 40% of the total rent must be paid to FranceVilla. The remaining 60%, plus any additional costs, must be paid to FranceVilla no later than 6 weeks before the start of the rental period.

4.2 When booking within 6 weeks before the start of the rental period, the entire invoice amount must be paid within 4 days after receipt of the booking confirmation.

When booking within 1 week before departure, the entire invoice amount must be transferred by bank on the day of reservation or paid by Credit Card or Paypal, with the costs of the chosen payment method being entirely at the expense of the tenant.

4.3 In the event of late payment of the amounts due, FranceVilla will send a letter of formal notice. If the amount due is not yet in the possession of FranceVilla within 10 days after the date of the reminder, the agreement will be canceled. FranceVilla will then charge the cancellation costs as described in article 8 of these conditions to the tenant.

4.4 If FranceVilla is not in possession of the total amount due on the day of arrival, FranceVilla is entitled to deny the tenant access to the accommodation, without prejudice to FranceVilla's right to full payment of the agreed total amount.

Article 5 – Extra Fees

Any additional costs, such as the deposit and possibly the tourist tax, must be paid in cash on site to the manager or, if this is indicated on the invoice, to FranceVilla.

Article 6.1 – Use of Accommodation

6.1

The tenant is held responsible for leaving the accommodation clean and in an undamaged state, and must respect the conditions of rental agreement as well as the rules drawn up by the owner.

If not already collected by FranceVilla, the owner will demand a damage deposit on arrival, which can either be paid in cash, by a cheque acceptable in France or by bank transfer.

6.2

If the tenant does not respect the rules, the owner/or FranceVilla may be obliged to ask the tenant to leave the rented accommodation. This being the case, the tenant has no right to expect back any rent or monies paid. In fact in these circumstances, the owner has the right to keep the deposit until he has covered any extra costs which may have been incurred.

6.3

If the accommodation is left in a good state of cleanliness* and without damage, and if the tenant has respected his obligations, the deposit will be returned to the tenant within 8 days of his departure – except where it has already agreed otherwise. The method of recompense will already have been agreed in advance with the tenant. Any possible costs of the amount to be restituted will be born by the tenant.

*by 'good state of cleanliness' the following is understood: sweep the floors; empty and take away used bin liners, packaging, removal of glass and plastic; tidy the kitchen, do the washing up and clean the barbecue.

6.4

The number of guests admitted the rented accommodation must not exceed the number agreed. In case that you want to come with more people, you must always ask permission beforehand. If approved, it is possible that additional charges will be charged. The tenant himself needs to stay in the accommodation during the rented period, it is not allowed, without written consent of FranceVilla, to close an agreement with any other party. It is forbidden to camp in the grounds of the rented accommodation.

If the tenant does not respect the above (even partially), the owner may terminate the contract with full rights. The tenant will not be able to claim back any rent paid or compensation. The tenant will also lose his deposit. This deposit will be retained by the owner to cover costs arising from possible damage and any loss of earning from future rental.

The tenant will safeguard FranceVilla for all other claims resulting from the owner's report.

6.5

The tenant will have the status *as head of the family*. Damages to the property or problems with the inventory, caused by the tenant or others in his charge, have to be sorted out with the owner/manager by the end of the stay at the very latest.

Tenant has the responsibility to close an insurance for damages made to other properties or to have a liability insurance. FranceVilla is not responsible for any costs/damages made by the Tenant and will not intervene for the tenant in disputes resulting from these damages.

6.6

The tenants must not disturb their neighbours. They must respect the peace and calm of the neighbourhood. In all cases, between 23h00 and 08h00 they must respect their neighbours right to sleep. The owner/manager may add extra instructions on this subject, which must be followed by the tenant.

6.7

For accommodation where pets or any other animals are permitted, please note that it is not permitted to allow animals on the furniture nor into bedrooms nor into the swimming pool.

In the case where these rules are not respected, extra costs may be incurred by the tenant.

6.8

It is not allowed to illegally download videos or musique with the internet connexion in your holiday home. If internet access is being used for sharing illegal downloads, you risk a fine of up to € 1,500 (€ 7,500 for legal entities). Find all relevant information on www.hadopi.fr/acces-au-formulaire-reponse-graduee-jai-recu-un-mail .

Article 7 – Price and Price Changes

The prices published on the website FranceVilla may, subject to technical and obvious typographical errors, be subject to change.

Article 8 – Cancellation

The tenant can cancel the rental contract at any moment or submit a replacement (unless the new tenant has the required age) contract on condition that it is done in writing.

However in the case of cancellation by tenant

- after having agreed the contract, FranceVilla will retain the whole deposit or claim the deposit not paid until date of cancellation
- up until 60 days before the arrival date, the tenant will pay 40% of the rental price
- between 30 days and 60 days before arrival date, the tenant will pay 75% of the rental price
- between 30 days and the arrival date, the whole amount of the rental price will be retained by FranceVilla

FranceVilla does however reserve the right to make exceptions in favour of the tenant

Article 9 - Cancellation or change by owner

9.1 The owner has the right (but not the obligation) to cancel or change the rental agreement with immediate effect via FranceVilla (as intermediary) in the following cases:

- a. If the owner cannot execute the rental agreement lease due to force majeure including but not limited to disasters, such as natural disasters (forest fires, floods, earthquakes, volcanic eruptions, etc.), wars or other serious security problems (such as terrorism, major dangers to human beings) health including epidemics / pandemics etc., strikes, the total or partial destruction of the rented property, death of the owner, unannounced sale and / or occupation of the accommodation by the (new) owner, etc.;
- b. Due to significant circumstances. Significant circumstances are understood to be circumstances that are of such a nature that further binding of the owner to the rental agreement cannot reasonably be required;
- c. If the tenant, after being informed by the owner or manager, does not behave as befits a good tenant or causes serious nuisance to the environment.

9.2 Insofar as the rental agreement has been terminated on the basis of Article 9.1 sub a and / or sub b and there is no negligence or culpable behavior on the part of the tenant, FranceVilla (as intermediary) will make a change proposal to the owner as soon as possible on behalf of the owner. tenant in the form of an alternative offer for accommodation. If this is not possible or if the tenant does not accept the alternative offered, the full amount paid or paid by the tenant will be refunded without compensation for the cancellation or change being due.

Article 10 – Responsibility

10.1 FranceVilla mediates in the realization of a rental agreement between owner and tenant and is expressly not a party to the rental agreement. FranceVilla functions as a professional intermediary for the rental of private holiday homes to tourists.

FranceVilla is solely responsible / liable for the correct execution of your booking, except for force majeure and for obvious errors or mistakes on the FranceVilla website or other notices. Apparent errors or mistakes in the aforementioned sense also include inaccuracies in texts and photos from the homeowners.

10.2 FranceVilla's liability is expressly limited exclusively to the direct financial loss suffered by the tenant in a certain case.

10.3 FranceVilla can in no way be held liable for any form of indirect damage. This includes: property damage, personal damage, consequential damage and lost profits. In the case of a so-called consumer purchase, this restriction will in no case be further implemented than stated in Article 7:24 paragraph 2 of the Dutch Civil Code.

10.4 FranceVilla is not liable insofar as the tenant has been able to recover any damage under insurance, such as travel insurance or cancellation insurance.

10.5 If FranceVilla should nevertheless be held liable for any damage, then the liability of FranceVilla will always be limited to a maximum of the total rent paid by the tenant of the relevant booking. FranceVilla is entitled to offer the tenant an alternative accommodation, if the tenant refuses this alternative accommodation, the tenant will not be entitled to any compensation.

10.6 The provisions regarding the liability of FranceVilla in various cases included in these general terms and conditions do not apply if there is intent or fraud on the part of the tenant and / or co-tenants.

10.7 The owners of these accommodations are liable for their home and the rental thereof.

10.8 FranceVilla therefore accepts no liability for damage that the tenant or his property suffers as a result of his stay in the rented holiday home, in whatever form. In addition, FranceVilla cannot accept any liability for the failure or inoperability of / technical equipment in the accommodation, temporary or total failure of the internet or failures in and around the accommodation of water and / or energy management, street announcements and construction work that have not been announced in advance. around the accommodation, or for other annoying situations inside or outside the rented property.

10.9 On request, FranceVilla will endeavor to reduce any nuisance to be reduced. However, no rights can be derived from this.

10.10 The tenant is liable for all loss and / or damage to the rented property and the inventory thereof, regardless of whether this is the result of acts or omissions on the part of the tenant or of third parties who, with the tenant's permission, are in the rented property. In the event of incorrect use or incorrect abandonment of the rented house, additional costs may be charged to the tenant.

10.11 The tenant indemnifies FranceVilla against all claims from third parties, including expressly including the homeowner, including the reasonable costs of legal assistance, which are in any way related to the mediation by FranceVilla, unless these claims are the result of gross negligence or intent by FranceVilla.

10.12 FranceVilla is not responsible for general information in photos, folders, advertisements, websites and other information carriers, insofar as drawn up or published under the responsibility of third parties.

Article 11 – Complaints

11.1 The tenant must first find a solution on the spot with the manager and / or owner. If the established complaint cannot be resolved on site with the manager and / or owner, the tenant must contact FranceVilla within 24 hours. FranceVilla will endeavor, insofar as this is within its possibilities, to resolve the complaint to the satisfaction of the tenant. Complaints that are only reported after the expiry of the rental period will no longer be processed.

11.2 The tenant must at all times give FranceVilla the opportunity to find an appropriate solution to the complaint. Early departure, without prior consultation with the manager, owner and / or FranceVilla, indemnifies the owner and FranceVilla against any acceptance of a complaint or any form of refund.

11.3 If the complaint cannot be satisfactorily resolved on the spot, it must be submitted to FranceVilla in writing and motivated within 1 week after the rental. This does not affect the obligation to contact FranceVilla during the stay in accordance with art. 11.1.

11.4 FranceVilla will pass on the complaint on behalf of the Tenant to the relevant Owner. In a situation as referred to in paragraph 3 of this article 11, FranceVilla will contact Owner and mediate between Tenant and Owner in order to try to find an amicable solution. The provisions of this article 11.4 are exclusively a best efforts obligation of FranceVilla.

11.5 If no amicable solution to the complaint is reached between the Tenant and the Owner, FranceVilla will, at the Tenant's request, notify the owner's details available to him / her in order to give the Tenant the opportunity to claim compensation from the Owner in to set.

Article 12 – Final Clauses

12.1 Dutch law applies to these general terms and conditions and the agreements concluded by / with the mediation of FranceVilla, with the express exclusion of the Vienna Sales Convention.

12.2 Any disputes arising from an agreement in which FranceVilla (whether or not as an intermediary) is involved and / or arising from these general terms and conditions will be settled by the relatively competent court of the Zeeland-West Brabant court.

12.3 If any provision in these general terms and conditions is declared null and void, the other terms and conditions will remain in force and the void article will be considered to be in accordance with the apparent intentions of the parties involved.