

# FranceVilla.nl

## Private Holiday Homes - personally selected for you

### **Rental and Payment Conditions France Villa 1.8**

- a. By booking a vacation home through FranceVilla's mediation, you agree to the terms and conditions of these Rental and Reservation Terms, unless otherwise agreed in writing.
- b. FranceVilla is authorized to rent the vacation home on behalf of the owners and/or their on-site manager.
- c. FranceVilla undertakes, through the rental agreement, to make the vacation home available to the tenant in accordance with the description provided by FranceVilla.

#### **Article 1 – Definitions**

In these rental and reservation terms, the following terms are defined as:

**FranceVilla:** FranceVilla, a division of Duomar Villas B.V., registered with the Chamber of Commerce under number 94792755, located at Oostlaan 150, 2641BN, Pijnacker, The Netherlands.

**Accommodation:** An accommodation offered for rent by FranceVilla on behalf of the owner for recreational use.

**Rental Agreement:** An agreement between the owner and the tenant of an accommodation offered for rent by FranceVilla, with FranceVilla acting as an intermediary.

**Tenant:** The individual who rents or intends to rent an accommodation from FranceVilla.

**Co-Tenant:** A person accompanying the tenant who will also use the rented accommodation.

**Owner/Landlord:** The legal owner(s) (or their representative) of the accommodation to be rented.

**Manager:** A person designated by the owner to perform management tasks on behalf of the owner.

**Rental Fee:** The rental price of the accommodation.

**Total Amount:** The rental fee plus any other amounts owed to the owner or FranceVilla.

**Written Communication/Notice:** Messages sent by post or email.

#### **Article 2 – Applicability of Rental and Reservation Terms / Revocation of Offer**

2.1 These rental and reservation terms apply to all offers (whether via the website or otherwise), quotes, agreements, and services provided by, with, through, or via FranceVilla. These terms also expressly apply to rental agreements entered into via FranceVilla between the tenant and the landlord. Deviating terms do not apply unless expressly accepted in writing by FranceVilla. Verbal agreements and/or promises made by FranceVilla employees are only valid if confirmed in writing by FranceVilla.

2.2 FranceVilla's offer is non-binding and can be revoked if necessary. Revocation due to correction of errors in the calculation of the rental fee or other mistakes is permitted. The revocation will be announced as soon as possible after notification, and FranceVilla will offer the tenant an alternative proposal if possible.

#### **Article 3 – Nature of the Agreement / Providing Information**

3.1 FranceVilla acts as an intermediary in the establishment of a rental agreement between the owner and the tenant and is expressly not a party to this rental agreement. Rental agreements are concluded between the tenant and the owner.

Reservations for accommodation can be made via the internet or by phone. In the case of an internet booking, the rental agreement is formed once FranceVilla has confirmed the booking by email, after receiving the booking form sent by email. In the case of a phone booking, the rental agreement is formed once FranceVilla has confirmed it by email or in writing, and the tenant has also confirmed it by email or in writing.

Both methods of reservation are final and binding, meaning that in case of cancellation, the cancellation fees as described in Article 8 are due.

3.2 The tenant must provide FranceVilla with all relevant information about themselves and the co-tenants, which could be important for concluding or executing the agreement. This includes, if available, their mobile phone number and email address. The tenant must also indicate any particularities about the nature or composition of the co-tenants that could be important for the proper execution of the agreement by FranceVilla. If the tenant fails to provide this information and this leads to the exclusion of the co-tenant(s) from further use of the accommodation by FranceVilla, the cancellation fees will be charged to the tenant.

#### **Article 4 – Payment**

4.1 Within 3 days of the reservation date, 30% of the total rental fee must be paid to FranceVilla. The remaining 70%, plus any additional charges, must be paid to FranceVilla no later than 6 weeks before the start of the rental period.

4.2 If the reservation is made within 6 weeks of the rental period, the full invoice amount must be paid within 4 days of receiving the booking confirmation.

For bookings made within 1 week of departure, the full invoice amount must be transferred via bank, credit card, or PayPal on the day of reservation, with the costs of the chosen payment method fully borne by the tenant.

4.3 If payment is not made on time, FranceVilla will send a written reminder. If the amount due is not received by FranceVilla within 10 days of the reminder, the agreement will be canceled. FranceVilla will charge the cancellation fees as described in

Article 8.

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

#### **Article 5 – Additional Costs**

Any additional costs, such as a security deposit and possibly tourist tax, must be paid directly to the manager on-site or, if indicated on the invoice, to FranceVilla.

#### **Article 6: Use of the Accommodation**

6.1 The tenant is required to leave the property clean and undamaged, and to comply with the agreed rental conditions and the rules set by the owner/landlord. If this has not already been done by FranceVilla, the owner/landlord may require a security deposit, which the tenant can pay in cash, by providing a covered cheque accepted in the respective country, or by making a (temporary) transfer.

6.2 If the tenant does not comply with the rules, the owner/landlord can compel the tenant to vacate the rented house, without any right to a refund of the rent paid and/or compensation. In such a case, the owner/landlord also has the right to retain the security deposit to cover the damage incurred.

6.3 If the property is left clean\* and undamaged, and the tenant has fulfilled all obligations, the security deposit will be refunded no later than 7 days after the rental period ends, unless otherwise agreed, and in a manner chosen by the tenant. Any costs associated with the chosen method of refund will be borne by the tenant.

\*clean means:

- swept floors, emptied and removed trash bags, removal of glass and plastic bottles, a tidy kitchen with clean dishes, and a cleaned BBQ.

6.4 The rented property must not be occupied by more than the agreed number of persons. If you wish to bring additional people, you must always request prior permission. If approved, extra charges may apply. The tenant must stay in the accommodation personally during the rental period; it is not permitted to enter into a rental agreement for other users without the explicit permission of FranceVilla. Camping on the rented land is not allowed. If these terms are violated (even temporarily), the owner/landlord is entitled to immediately terminate the rental agreement. In this case, the tenant has no right to a refund of the rent and/or compensation. Additionally, the security deposit is forfeited. This security deposit will be retained by the owner/landlord to cover any damage or lost rental income, as the property is being occupied by more people than confirmed. The tenant will indemnify FranceVilla against all other claims made by the owner/landlord in this regard.

6.5 The tenant agrees to treat the property and inventory with the utmost care. Any damage caused to the property or inventory by the tenant must be settled with the owner/landlord by the end of the rental period. The tenant is responsible for obtaining sufficient insurance coverage for any damage caused. Upon request from FranceVilla, the tenant must promptly provide a copy of the relevant insurance policy. FranceVilla is not responsible for disputes regarding additional costs and/or the security deposit and will not intervene in such matters on behalf of the tenant.

6.6 The (co-)tenants must not cause noise disturbances for the surrounding area. They should respect the peace of the environment at all times. Specifically, between 23:00 and 08:00, they must respect the rest of the neighbors. The owner/landlord of the property may give additional instructions in this regard, which the tenant must follow.

6.7 In accommodations where dogs or other pets are allowed, the following rules apply (in addition to any rules set by the owner/landlord): Pets are not allowed on furniture and/or in the bedroom(s) or pool. If this happens or if the rules set by the owner/landlord are violated in any other way, extra charges may apply.

6.8 It is forbidden to illegally download movies and/or music from your holiday home. If the internet is used in France to share illegal downloads, you risk a fine or even imprisonment. There is more control over this in France than in the Netherlands!

#### **Article 7: Price and Price Changes**

The prices published on the FranceVilla website are subject to change, technical errors, and apparent typographical mistakes.

#### **Article 8: Cancellation**

The tenant may cancel the rental agreement at any time or designate a replacement tenant (provided they meet any applicable age requirements, etc.), as long as this is done in writing and FranceVilla expressly agrees to it. When a replacement tenant is arranged in coordination with FranceVilla, both the original tenant and the replacement tenant will be jointly liable for payment of the (remaining) rent and any additional amounts/costs.

In case of cancellation, the tenant owes FranceVilla the following:

- Cancellation after the agreement is concluded and up to 60 days before departure: the amount already paid or the remaining deposit amount, which is 30% of the rental sum.
- Cancellation between 60 and 30 days before departure: 75% of the agreed rental amount.
- Cancellation between 30 days and the day of departure: 100% of the agreed rental amount.

FranceVilla reserves the right to make exceptions to this, but only in favor of the tenant.

#### **Article 9: Termination or Modification by Owner**

9.1 The owner has the right (but not the obligation), through FranceVilla (as an intermediary), to terminate or modify the rental agreement with immediate effect in the following cases:

a. If the owner cannot fulfill the rental agreement 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 issues (such as terrorism, major health risks including epidemics/pandemics, strikes, the total or partial destruction of the property, the owner's death, unannounced sale and/or use of the property by the (new) owner, etc.);

b. Due to significant circumstances. Significant circumstances are those that are of such a nature that the owner cannot reasonably be expected to remain bound by the rental agreement;

c. If the tenant does not behave as a good tenant or causes serious nuisance to the surroundings, after being warned by the owner or manager.

9.2 If the rental agreement is terminated under Article 9.1, sub a and/or b, and there is no negligence or blameworthy behavior by the tenant, FranceVilla (as an intermediary) will propose an alternative accommodation option to the tenant as soon as possible on behalf of the owner. If this is not possible or the tenant does not accept the offered alternative, the full amount paid by the tenant will be refunded, without the tenant being entitled to any compensation regarding the termination or modification.

#### **Article 10: Liability**

10.1 FranceVilla acts as an intermediary in the conclusion of a rental agreement between the landlord and the tenant and is explicitly 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/liability for the proper execution of your booking, subject to force majeure and clear errors or mistakes on the FranceVilla website or other communications. Clear errors or mistakes in this context also include inaccuracies in texts and photos provided by property owners.

10.2 FranceVilla's liability is explicitly limited to direct material damage suffered by the tenant in a given case.

10.3 FranceVilla can never be held liable for any form of indirect damage. This includes, among other things: property damage, personal injury, consequential damage, and loss of profits. In cases of consumer purchases, this limitation will never exceed the scope mentioned in Article 7:24(2) of the Dutch Civil Code.

10.4 FranceVilla is not liable to the extent that the tenant can recover any damage under an insurance policy, such as a travel insurance or cancellation insurance.

10.5 In the event that FranceVilla is held liable for any damage, its liability will always be limited to a maximum of the total amount paid by the tenant for the specific booking. FranceVilla is entitled to offer the tenant alternative accommodation in such cases, and if the tenant refuses the alternative accommodation, they will not be entitled to any compensation.

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

10.7 The owners of the accommodations are liable for their property and the rental of it.

10.8 FranceVilla does not accept any liability for damage to the tenant or their belongings resulting from their stay in the rented holiday home, in any form. FranceVilla also cannot accept liability for the malfunctioning or breakdown of technical equipment in the accommodation, temporary or total loss of internet, interruptions in water or energy supplies, unannounced street repairs or construction work near the accommodation, or other disruptive situations inside or outside the rented property.

10.9 Upon request, FranceVilla will make efforts to reduce any disturbances. However, no rights can be derived from this.

10.10 The tenant is (jointly and severally) liable for all loss and/or damage to the rented property and its inventory, whether this results from the actions or omissions of the tenant or from third parties who are in the rented property with the tenant's consent. In case of improper use or improper condition of the rented property, additional costs may be charged to the tenant.

10.11 The tenant indemnifies FranceVilla against any claims from third parties, including explicitly the property owner, including reasonable legal fees, that are in any way related to the mediation by FranceVilla, unless such claims arise from gross negligence or intent by FranceVilla.

10.12 FranceVilla does not take responsibility for general information in photos, brochures, advertisements, websites, and other informational materials, to the extent that these have been prepared or published by third parties.

#### **Article 11: Complaints**

11.1 The tenant must first attempt to resolve complaints on-site with the manager and/or owner. If the complaint cannot be resolved on-site with the manager and/or owner, the tenant must contact FranceVilla within 24 hours. FranceVilla will make efforts, as far as possible, to resolve the complaint to the tenant's satisfaction. Complaints reported after the rental period has ended will not be processed.

11.2 The tenant must always give FranceVilla the opportunity to find a suitable solution for the complaint. Early departure without prior consultation with the manager, owner, and/or FranceVilla relieves the owner and FranceVilla of any acceptance of the complaint or any form of compensation.

11.3 If the complaint cannot be satisfactorily resolved on-site, the tenant must submit the complaint in writing, along with a detailed explanation, to FranceVilla no later than 1 week after the rental period. This does not affect the obligation to contact FranceVilla during the stay in accordance with Article 11.1.

11.4 FranceVilla will forward the complaint to the relevant owner on behalf of the tenant. In situations mentioned in paragraph 3 of this Article 11, FranceVilla will contact the owner and mediate between the tenant and owner in an attempt to reach an amicable solution. The provision in Article 11.4 is solely an effort obligation of FranceVilla.

11.5 If an amicable solution to the complaint cannot be reached between the tenant and owner, FranceVilla will, at the tenant's request, provide the tenant with the owner's contact information, enabling the tenant to file a claim for damages against the owner.

#### **Article 12: Final Provisions**

12.1 Dutch law applies to these general terms and the agreements made through FranceVilla's mediation, with the express exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

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

12.3 If any provision of these general terms is found to be invalid, the remaining provisions will remain in effect, and the invalid provision will be considered modified in a way that aligns with the apparent intentions of the parties involved.