

GENERAL CONDITIONS FOR FURNISHED VACATION RENTALS

I. Booking and advance deposit

The contract must be signed and returned within 72 hours, with a 25% advance deposit of the total amount due. Only persons over 18 years of age can make a booking. General Conditions must be read and accepted before signature of the contract. For France non-resident tenants, payment must be done by SWIFT express wire transfer on the indicated bank account. Any bank fees must be paid by the tenant. Given the transmission time of a bank order and in order to keep the option on the reservation until reception of the funds on the bank account, a copy of both the wire transfer order and of the rental contract is requested by fax within 72 hours.

II. Visit of the house

We can conduct a visit before rental. Should a tenant wish to visit the house, regular booking terms apply, including deposit payment. A handwritten note "confirmation following visit" has to be added to the contract. We will transmit the address of the house and hold the booking for 72 hours. Multiple visits are not accepted. The tenant must confirm interest within the deadline. Failure to do so will be considered as a booking cancellation, and cancellation terms will apply. In case the house does not meet the client's requirements, the owner will refund the deposit, less 100€ tax included for running expenses.

III. Rates

Dispute on rates will not be considered after the signature of the contract. It is the tenant's responsibility to decide before he signs whether or not he agrees with the rental rates. Following charges are not included in the rental rate: Telephone, optional services ordered by the tenant. These charges must be paid directly to the owner or his representative at the end of the stay.

IV. Balance due

The balance due must be sent to the owner 30 days before arrival. We will not accept payment of the balance upon arrival. Please be aware that in case this deadline is not respected, your rental can legally be cancelled without notice. For last minute bookings, the balance has to be sent at the same time as the signed contract.

V. Cancellation

Tenants can cancel a reservation at any time, however, please read carefully the cancellation policy. Cancellation initiated by the tenant will incur fees according to the date of cancellation. The following rules will be applicable:

Cancellation 90 days prior to arrival will result in 25% of cancellation fees on the total rental amount; between 90 and 30 days prior to arrival will result in 50% of cancellation fees on the total rental amount; less than 30 days prior to arrival will result in 100% of cancellation fees on the total rental amount. These cancellation fees can be covered by a client's individual cancellation insurance (refer to the general conditions' paragraph "insurance policy"). Whatever the cancellation conditions, the tenants must inform the owner by registered mail with delivery notice. The reception date of this notice determines the applicable fees. In case the tenant has not informed the owner, the total amount will be owed. In case of exceptional circumstances beyond the owner's control destroying the booked property or making it unavailable, the entire amount paid will be refunded, with no possibility for the tenant to claim to any other refund. In case of cancellation on the owner's part, the latter will refund the tenant 150% of the total amount. No interrupted or shortened stay, or service not consumed, will be refunded. In the case of repatriation, it is the tenant's responsibility to hold an appropriate insurance policy.

VI. Insurance policy

Third party liability rules vary according to countries. The owner's liability cannot be evoked in case of accident, injury, loss, theft, etc... We ask you to make sure you have a comprehensive home insurance policy and to send us a certificate at the latest 30 days prior to arrival. We will refuse access to the property if this rule is not respected.

The tenant may subscribe to a cancellation insurance policy within 72 hours following the signature of the contract. It steps in the event of rental cancellation due to client's death, accident or serious injury. It is valid from the date of contract signature and is effective until rental ending period.

VII. Security deposit

A deposit is required for all furnished rentals. This deposit can be sent with the balance due, or given on the day of arrival. We will refuse access to the property if this rule is not respected. It is not debited from the tenant's account, except in the case of non payment of charges and possible damages. It has to be returned within 15 days following rental's ending period.

The tenant commits to proper care of the rented premises. In addition to rental costs, the tenant accepts to pay the cost of any damage caused to the building and of any lost, destroyed or damaged item. The tenant is responsible for any damage caused unintentionally or with negligence by himself or people of his party.

VIII. Arrival and departure

The owner or his representative's greets the tenants upon arrival and takes care of formalities. As a general rule, arrivals are on Saturday between 4.00 pm and 8.00 pm, at the rental address, unless otherwise specified. The tenant must inform the owner of the approximate time of arrival, especially if the arrival date is not the one specified on the contract.

Late arrivals will involve complementary arrival fees for employee compensation: 50 Euros (tax included) for arrivals between 8.00 pm and 10.00 pm. Beyond this time, we cannot guarantee greeting procedure, and we ask you to book a hotel room and contact us to arrange a meeting time on the following day. Under no circumstances will the owner be responsible for late arrivals, or for any hotel or meal expenses incurred, should the tenant need to reschedule arrival. Should the tenant miss the appointment without notice, he will lose the right to the rental. Should this be the case, the owner has the right to immediately rent the property to a different party at his own conditions.

Departure times are between 8.00 am and 10.00 am, unless otherwise specified. Given the short amount of time between rentals for proper cleaning, this must be strictly respected.

Since this is a seasonal rental, the tenant commits to leaving the premises at the date and time agreed, his residential address being specified on the contract. The tenant may not sublet the rental.

IX. Equipment

The rental has appropriate kitchen ware, dishes, furniture and bedding. the quantity of this equipment is provided for the number of people on the contract (garden furniture and swimming-pool deck chairs are the only exception).

The tenant may, under his own responsibility, ask the owner for a housekeeper. This service may not be guaranteed during high season. It is therefore necessary that this service be requested several weeks in advance. It is understood that in case a service not indicated on the contract will not be provided upon arrival, or in the case that the employee is not present on the arranged date, the owner cannot be held responsible. The tenant will therefore not be eligible for any compensation. In the case of disagreement between the housekeeper and the tenant, the latter will personally manage the situation. The premises are guaranteed to be perfectly clean and the equipment in good working condition upon tenant's arrival.

The tenant must refrain from throwing any item or detergent in sinks, washbasins, tubs and toilets likely to block the septic tank, in which case he would be responsible for the cost caused by repairing the installation (for information, emptying a septic tank costs approximately 500 Euros). Before departure, the tenant must put all furniture back into place, as found upon arrival.

X. Swimming pool

The swimming pool must not be emptied without the owner's agreement, and the tenant agrees to refrain from handling technical equipment for the pool. The owner commits to providing a security system required by current legislation. However, it is the tenant's responsibility to use the swimming pool cautiously, and he will be responsible for his guests, particularly if young children are present. The tenant agrees to not hold the owner responsible in case of accident occurring to himself, family or guests. In case of disagreement with this rule, the owner asks the tenants not to rent this house.

XI. Tenant's duty

The tenant agrees to care for the premises as though the property were his own. Exceptional events (large receptions...) must be submitted to the owner's prior written consent. The premises must be returned in good condition and normal cleanliness, as provided upon arrival (dishes cleaned and put away, linen and towels gathered, barbecue cleaned, floors washed, dustbins emptied and rubbish thrown away...). A final cleaning is provided in the amount paid, it corresponds to a general tidying up and the flat rate is carefully calculated to accurately reflect the cost of the service without over pricing. It is understood that this service is provided for a house used normally in the case of a rental. The owner retains the right to bill and deduct from the deposit any cleaning overtime caused by an abusive situation.

Unless otherwise previously specified in writing by the owner, the number of people specified in the contract cannot be exceeded, and it is strictly prohibited to bring any additional beds. Likewise, it is prohibited to plant tents in the garden or to park any camper vans. In case this rule is not respected, the owner may end the rental without notice and ask for a prorated compensation (which will be deducted from the deposit).

XII. Inconvenience

The owner cannot be held responsible for inconvenience or lack of comfort caused by public water, electricity or phone service supply, etc...and for any circumstances beyond their control.

XIII. Complaints

Claims about the rented property must be put in writing within 72 hours following the arrival on the premises, and sent by registered mail with delivery notice to the owner: Benjamin Maurizot, L'Agrie, 84160 Cucuron. Complaints will not be considered beyond this deadline. In case of disagreement or legal proceedings, only the Court of Avignon (Tribunal d'Avignon) is considered as competent to handle the claim.

XIV. Photos

Photos and videos of the property can not be used or sold without the owner's written consent.

The taker
(precede signature with the written note « read and approved »)