

# General terms and conditions Chateau du Mont Provence, Lorgues

## 1. General terms

**1.1. Tenant:** a natural or legal person who directly enters into a lease with the owner of Chateau du Mont Provence in the relevant period.

**1.2. Accompanying traveler(s):** the person (s) who stay at Chateau du Mont Provence as a result of the Agreement between the Tenant and the Landlord and thereby accept what is stated in these Conditions.

**1.3. Landlord:** the accommodation provider, in this case the owner of Chateau du Mont Provence with whom the Tenant enters an agreement and which, subject to applicable terms and conditions, is solely responsible for the execution of the service

**1.4 Manager:** the natural person or legal entity who represents the Landlord on site and on behalf of the Landlord takes care of the receipt, key transfer and check-out of the Tenant. The manager will take care of the following Standard Service elements during the stay:

- A. Reception & tour
- B. Delivery of a welcome package
- C. Key handover
- D. 24/7 standby service
- E. Linen & towel service
- F. Guidance for final and, if applicable, interim cleaning
- G. Supervision swimming pool hygiene

**1.5. Rental Agreement:** the agreement between Landlord and Tenant for the lease of Chateau du Mont Provence.

**1.6. Chateau du Mont Provence:** the relevant rented holiday residence with any yard, other buildings (swimming pool (s)), inventory and all (movable) property belonging to the holiday residence and the yard, as described on the Website. In some cases, certain areas, such as garages or private rooms / closets, are closed to the Tenant.

**1.7. Reservation confirmation:** Order confirmation in which the Rental Agreement to rent from Chateau du Mont Provence on behalf of the Landlord is confirmed to the Tenant.

**1.8. Website:** the Website(s) of Chateau du Mont Provence with internet address [www.chateaudumontprovence.com](http://www.chateaudumontprovence.com)

## **Article 2 - General**

2.1. The information on our Website was carefully drafted. Through circumstances, the description or photos may no longer fully correspond to the current situation. For example, the interior of Chateau du Mont Provence may have been partially changed. The distances mentioned on our Website are also approximate. As long as this does not involve major differences, you cannot hold it against the Manager and the Landlord.

2.2. The personal data that Chateau du Mont Provence requests from the Tenant and Accompanying traveler(s), the Landlord and Manager need for the realization and correct implementation of the Rental Agreement.

2.3. The owner, Landlord, of Chateau du Mont Provence makes the holiday accommodation available for short-term rental.

2.4. The tenant acknowledges that, by agreeing to the general Rental Agreement / contract, he contracts directly with the owner, Landlord, of the relevant rental object.

2.5. All mentioned rental prices and costs are always in euros and include VAT. If you pay in another currency, the price difference due to the exchange rate is for your account.

## **Article 3 - The Reservation Request**

3.1. By placing a Reservation Request, you, as a Tenant, instruct the Landlord to reserve the Holiday Accommodation. The Tenant will then receive a booking confirmation within 48 hours. The Tenant is then bound to pay the cost, mentioned in in Article 5, paragraph 6.

3.2. The lessor is entitled not to honor a Reservation Request, even if the desired object is still available in the desired period or to impose additional conditions.

## **Article 4 - Reservation confirmation**

4.1. The Reservation Confirmation will generally be provided to the Tenant within 48 hours after placing the Reservation Request. This serves as proof of the Rental Agreement between the Tenant and the Landlord described in the Reservation Confirmation for the period specified in the Reservation Confirmation.

4.2. Within two working days of receipt of the Reservation Confirmation, the Tenant can have any errors in the Reservation Confirmation repaired by the Landlord at no cost, failing which the Reservation Confirmation will serve as proof of the existence and content of the Rental Agreement.

4.3 The Reservation Confirmation contains a cost overview and is also the invoice for the Rent.

## **Article 5 - Rent and payment**

5.1. Rental rates are due per week, unless stated or agreed otherwise.

5.2. Rental rates quoted are inclusive of city tax, which can be charged by local governments unless stated otherwise.

5.3. No less than seven days after receiving the Reservation Confirmation, a deposit of 35% of the total rent must be received, as stated on the Reservation Confirmation, unless the Landlord and Tenant agree on an adjusted payment arrangement.

5.4 The remainder of the invoice amount stated on the Reservation Confirmation must be paid into the Landlord bank account no later than eight weeks before the beginning of the stay, unless the Tenant and the Landlord agree on an adjusted payment arrangement.

5.5. When booking at a term of eight weeks or less before the beginning of the stay, the entire invoice amount, as stated on the Reservation Confirmation, must be paid.

5.6. If the (down) payment is not made or not made on time, the Tenant will be in default and the Rental Agreement will be canceled, unless the Landlord decides otherwise. In that case, the Tenant owes the cancellation costs as described in Article 6.2 and from that moment the statutory interest is due on them.

5.7. In that case, the Landlord is then entitled to charge the costs as referred to in Article 5.6. or to offset the costs with already received deposit(s).

5.8. The amounts due must always be received in full by the Landlord before access can be granted to Chateau du Mont Provence. The amounts due can be paid by means of a description per bank. Cash payments are not accepted.

5.9. After full payment of the Rent, Tenant will receive the travel documents by email approximately two weeks before the start of the stay with the address of Chateau du Mont Provence, the name of the Manager and practical information of Chateau du Mont Provence.

## **Article 6 - Cancellation and change by the Tenant**

6.1. The tenant is entitled to cancel or change a Rental Agreement in writing, free of charge, no later than two working days after receipt of the Reservation Confirmation, unless the stay at the Chateau du Mont Provence falls within one month of the date of the Reservation Confirmation.

6.2. After expiry of the period stated in article 6.1, the Tenant is only entitled to a written cancellation against payment of the following cancellation costs: a) In case of cancellation eight weeks or more before the start of the stay: 35% of the invoiced Rent; b) In case of cancellation within the period of eight weeks before the day of commencement of the stay or in case of premature termination of the stay: fully invoiced Rent.

6.3. If the Tenant wishes to change the rental period or other essentials of the Rental Agreement, the Landlord's explicit permission is required. If permission is not granted by the Lessor and the Lessee wishes to cancel the Agreement, the provisions of Article 6.2 will apply with regard to cancellation.

6.4. The cancellation or change of the Rental Agreement by the Renter also applies as cancellation or change for Accompanying traveler(s).

6.5. A cancellation or change that is made on a Saturday or Sunday or on a public holiday recognized in the Netherlands, is considered to have been made on the next working day applicable in the Netherlands.

6.6. A request for cancellation or amendment of the Rental Agreement as referred to in Articles 6.1 to 6.4 must be addressed in writing to the Landlord.

6.7. The Tenant is not permitted to sublet Chateau du Mont Provence or otherwise to use or make it available to Third Parties.

6.8. COVID 19: At the time of booking, it was known that a virus was active in France and / or it was known that mobile restrictions could or could have arisen. The Tenant himself has taken the risk that there may be limitations during his holiday. Legally, there is no longer an unforeseen and uncertain incident. The Landlord is therefore not obliged to proceed with a refund. It is up to the Tenant to take care of a correct travel and all risk cancellation insurance and / or to check what the insurer reimburses or not.

6.9. If the Tenant and/or Accompanying traveler(s) take out cancellation insurance, this can be invoked in order to be reimbursed for the cancellation costs described in this Article 6.

## **Article 7 – Insurance**

7.1. The Landlord advises the Tenant and Accompanying traveler(s) to always take out cancellation insurance.

7.2. The Tenant must also be in possession of a valid statutory liability insurance at the start of the stay in the Holiday home.

## **Article 8 - Liability of Tenant and Landlord**

8.1. During Tenant stay in Chateau du Mont Provence, the Tenant has a general duty of care for the Holiday Stay, and will act as a good Tenant.

8.2. The Tenant is liable to the Landlord for any loss and/or damage incurred during the rental period of Chateau du Mont Provence as a result of his stay, whether or not this damage was caused by acts or omissions of the Tenant, Accompanying traveler(s), Third parties who are in Chateau du Mont Provence through the Tenants actions, or by any animal or object under the Tenants responsibility.

8.3. Without prejudice to the provisions of Articles 8.1 and 8.2, if the Landlord charges the Tenant for damage, as described in Article 8.1, the Tenant can appeal to his/her Third Party Liability Insurance, as prescribed in Article 7, paragraph 2. Insurance coverage and the appeal to it leaves the Tenants liability to the landlord unaffected, and any damage, not or fully covered by insurance or otherwise, remains the responsibility of the Tenant.

8.4 Damage as a result of loss or theft must be recovered by the Tenant from his own travel insurance.

8.5. The Landlord is, with due observance of the limitations below, liable to the Tenant if the Tenant has suffered financial loss as a result of a shortcoming attributable to the Landlord in the fulfillment of the essentials of his obligations under the Rental Agreement.

8.6. The Landlord is not liable insofar as the Tenant and/or the Accompanying travelers have been able to recover the damage under an insurance policy, such as a travel insurance or cancellation insurance.

8.7. Construction activities near the Holiday Residence cannot always be foreseen by the Landlord. The landlord is not liable for nuisance from construction activities nearby.

8.8. Construction activities in the vicinity of Chateau du Mont Provence cannot always be foreseen by the Landlord. The Landlord is not liable for inconvenience caused by any construction activities in the neighborhood.

8.9. The Landlord offers the Tenant the possibility to use a WIFI / Internet connection. This option is always exclusively intended for recreational use and this offer is never part of the essentials of the Rental Agreement. The Landlord can never guarantee the operation of WIFI / internet connection, even if it is indicated on the Website that it is present at Chateau du Mont Provence. The (temporary) non-existence or non-functioning of an internet connection / WIFI cannot therefore be charged by the Tenant and/or the Accompanying travelers.

8.10. Without prejudice to the provisions of the preceding paragraphs of this article 8, the total liability of the Landlord for possible direct or indirect damage the Tenant and/or the Accompanying travelers) suffers as a result of their stay in Chateau du Mont Provence is at all times limited to a maximum of three times, the Rent, unless there is intent or gross negligence on the part of the Lessor.

8.11. In case of early departure (without consultation and prior written agreement about this with the Landlord) from Chateau du Mont Provence, the total Rent remains due and this releases the Landlord from any form of compensation.

8.12. All rights stipulated in this article for the Landlord are to be regarded as a third-party clause stipulated for the Landlord which has been accepted by him upon acceptance of the Agreement by the Tenant.

### **Article 9 – Deposit**

9.1. Deposit is 4,000 euros. This serves as security for the Landlord for any damage or extra costs caused by the Tenant (extra cleaning costs, costs for breakage, damage, stay with more than the permitted number of people, serious noise nuisance, etc.). The amount of the deposit is stated on the Reservation Confirmation.

9.2. The deposit must be paid by bank one week before the arrival and will be refunded within 14 days by the Landlord or the Manager, minus any additional costs and/or damage caused by the Tenant. The deposit will be refunded to the Renter's bank account. The deposit will also be sent upon departure before the agreed time.

9.3. After the rental period, the tenant must provide the Landlord and/or Manager with the details of his bank account to which the deposit can be deposited.

9.4. The Tenant must have a check-out done in the presence of the Manager upon departure. If the Tenant leaves at an early time or on a different day, the Tenant is advised to inquire by telephone with the Manager on the day of departure whether the delivery of Chateau du Mont Provence was in order. If there is any damage or breakage, the Tenant must report this to the Manager upon departure.

9.5. For substantive questions about settlements with the deposit, the Tenant can contact the Manager.

### **Article 10 - Arrival and departure**

10.1. Unless agreed otherwise, check-in on the first day of stay takes place from 4pm whereas the check-out upon departure must take place before 10am

10.2. On the day of arrival, the Tenant must always contact the Manager by telephone two hours in advance to report the expected time of arrival.

10.3. If the Lessee arrives after 19:00, he must have contacted the Manager by telephone before this time.

### **Article 11 - House rules**

11.1. Chateau du Mont Provence has house rules. The Tenant must comply with the provisions of these regulations without exception. The house rules are present in the Holiday Residence.

11.2. It is not allowed to smoke in Chateau du Mont Provence. Any ashtrays present are intended for outdoor use.

11.3. The final cleaning is included in the rent. This does not alter the fact that the Tenant must leave the stay tidy and clean upon departure.

11.4. Upon departure, the tenant is expected to dispose of the household waste, bottles, paper etc. himself and to clean the barbecue. Dishwasher and refrigerator must also be emptied.

11.5. The Manager is entitled to withhold part of the deposit as additional cleaning costs on first demand, if the Tenant remains in default.

11.6. It is not allowed to bring pets to Chateau du Mont Provence.

#### **Article 12 - Number of Travelers**

12.1. The number of accompanying travelers agreed upon in the reservation confirmation may not be exceeded, unless explicitly agreed upon in writing or by e-mail with the Landlord, in which case the Landlord is entitled to charge additional fees.

12.2. If, without the Landlord's consent, more people than agreed to spend the night or camp at Chateau du Mont Provence on the associated site, the Tenant is automatically in default of his obligations in the Lease Agreement and is liable for damages.

12.3. The damage suffered by the Landlord as a result of a violation of article 12.1 is determined in advance at € 150 fine per day per person, for the number of persons that exceed the maximum number of fellow travelers allowed. This provision is a penalty clause within the meaning of the law and applies without prejudice to the Lessor's right to demand dissolution and / or compliance and / or (additional) compensation of any kind.

#### **Article 13 - Swimming pool**

13.1. The swimming pool can generally be used from mid-May to the end of September. Exceptions are possible in which context the Landlord accepts no liability for any damage suffered as a result.

13.2. The Landlord is responsible for installing the correct security for the swimming pool in accordance with the legal rules of the country where the Holiday Residence is located. The swimming pool of Chateau du Mont Provence is equipped with a pool alarm.

13.3. Children under 14 years of age are only allowed to use the swimming pool under the supervision of an adult and it is mandatory that child(ren) use a life jacket. Security should never be seen as a substitute for parental supervision of their children. Landlord is not liable for accidents in a swimming pool at Chateau du Mont Provence.

13.4. The Tenant must check the operation of the security upon arrival and report any defects to the Manager immediately. Accidents resulting from the fact that the Renter deactivates the security are the sole responsibility of the Tenant.

13.5. The Tenant is not allowed to operate the technical installation of the swimming pool himself. If there are problems with the swimming pool (eg swimming pool turns green, purification installation or heating does not work properly), the Tenant must immediately inform the Manager of this, so that damage is prevented.

#### **Article 14 - Dissolution of the Rental Agreement**

14.1. The Landlord is entitled to immediately dissolve the Rental Agreement in writing or by e-mail and to demand the immediate eviction of Chateau du Mont Provence, if (i) the Tenant and/or Accompanying traveler(s) seriously neglects his duty of care towards Chateau du Mont Provence, or; (ii) accommodates more or other persons and/or animals in Chateau du Mont Provence than permitted under the Rental Agreement, or (iii) causes damage to Chateau du Mont Provence, or; (iv) causes nuisance, or; (v) otherwise fails to fulfill its obligations as a good Tenant.

14.2. In such a case the Tenant is not entitled to a (partial) refund of the rent. The Landlord is also entitled to demand compensation for the damage caused as stipulated.

14.3. If the Landlord is not able to provide the Holiday home due to its sale or circumstances that are out of his reach, he is entitled to terminate the agreement. In that case, the tenant will be refunded the rental sum but is not entitled to any compensation for additional cost or damage. In that case, the Landlord will make every effort to offer the Tenant an equivalent alternative for the same or a different rental period.

#### **Article 15 - Complaints about Chateau du Mont**

15.1. A complaint about Chateau du Mont Provence must always be reported directly to the Manager directly by the Tenant within 24 hours after it has arisen, so that the Landlord is enabled to address the complaint. The Tenant must always give the Landlord the opportunity to repair any defects and to grant access to Chateau du Mont Provence for this purpose.

15.2. If the complaint is not addressed satisfactorily, the Tenant must submit the complaint, addressed to the Manager, in writing within two weeks after the end of the rental period, stating all relevant data and accompanied by evidence in the form of witness statements and/or photos.

15.3. The Manager will pass the complaint on to the Landlord on behalf of the Tenant and an amicable solution to the complaint between the Tenant and the Landlord will be sought.