



**GVDF**  
LUXURY VILLAS

## General Terms and Conditions

Grandes Villas de France (\*) makes its web platform [www.grandesvillasdefrance.{be|nl}](http://www.grandesvillasdefrance.be/nl) available to the letter/proprietor/tender for the purpose of the promotion and publicity of the latter's Holiday villa.

This website and the website's online booking system are owned by Grandes Villas de France and are made available solely for personal and non-commercial use.

As part of these promotional and publicity services, users can use the web platform to make bookings. Grandes Villas de France exercises the utmost care in the way personal details are processed. Personal details are processed by Grandes Villas de France on a strictly confidential basis and are used by the latter only for the purposes for which the details were supplied. Details may be stored in one or several databases. No personal details shall be disclosed to third parties without the permission of the person concerned. The said person shall be within his rights to access, consult and amend his personal details.

Grandes Villas de France shall forward the details of your booking to the letter/proprietor/tender concerned. You will be sent a confirmation mail either directly by way of an extranet application or through Grandes Villas de France on behalf of and for the benefit of the letter/proprietor/tender.

The information disclosed by Grandes Villas de France is based on the information supplied to Grandes Villas de France by the letters/proprietors/tenders. At all times, all letters/proprietors/tenders are personally responsible for the accuracy, completeness and truthfulness of the information supplied, including rates and availabilities, and for the photos shown on Grandes Villas de France's website.

The present General Terms and Conditions and the delivery of our services are governed by Belgian law. Any disputes arising from the present General Terms and Conditions and our services shall exclusively be brought before the courts of jurisdiction of the legal district of Hasselt in Belgium. In the said case, the language of the proceedings shall be Dutch.

The original Dutch version of the present General Terms and Conditions may have been translated into other languages. However, no rights may be derived from any of the translated versions. If any discrepancies should be established between the Dutch version and any one of the translations thereof, the Dutch version shall take precedence at all times.

## Letting terms

### 1. General

By submitting a booking request, the tenant irrevocably accepts and agrees to the present letting terms.

### 2. Subject - destination

The tenancy relates to the holiday home described in the confirmation mail. The said holiday home is let to the tenant by the letter strictly by way of temporary holiday accommodation. All and any other purposes and all and any other usage is prohibited.

### 3. Booking - Acceptance - Tenancy agreement

The tenant who makes a booking using the form on the web platform shall be sent a confirmation mail if the holiday villa is available is during the period request. If the holiday villa is unavailable the tenant shall be informed of this.

The confirmation mail shall include the following details:

- the confirmation of the booking details, including the price and the deposit;
- the method of payment.

After sending the confirmation mail the booking has been accepted to final effect, thereby establishing the tenancy agreement between the tenant and the letter.

The duration of the tenancy period cannot be extended without the letter's written consent.

### 4. Price

The price specified in the confirmation mail is an overall price that covers the cost of the rental of the holiday villa during the period booked, including any extras and supplements and including VAT and all and any other applicable national, provincial, state, departmental or municipal or local taxes that are owed by the tenant pursuant to the booking.

By default the letting price includes consumption of water, electricity, gas, fuel oil and use of the swimming pool (if the holiday villa has a swimming pool), use of the washing machine and the tumble dryer (if the holiday villa has the said appliances) subject to normal usage.

The letting price does not include the rental of bed clothes and kitchen linen, towels, cleaning materials, dish cloths, cleaning products, extras, departure cleaning, interim cleaning, swimming pool heating and air conditioning, unless otherwise specified in the Specific Terms and Conditions set out on this web platform or in the confirmation mail.

The tenant shall not be charged any transaction fees or administration fees for the booking.

### 5. Payment

The tenant shall be required to abide by the following payment terms:

- An advance shall be payable within one week of the confirmation mail confirming the booking being sent. The said advance shall be 25% of the letting price;
- The balance shall be payable no later than two months prior to the date on which the tenancy period is set to start.

However, in the case of last minute bookings, i.e. bookings that are confirmed less than two months prior to the departure date, the full price shall be payable by the tenant within three days of the confirmation mail being sent.

Payments must be made into the following account number:

Bank: KBC

Country: Belgium

Account number: 735-0343896-19

IBAN: BE 39 7350 3438 9619

BIC: KREDBEBB

Mentioning: booking number, name of villa and booking period

## 6. Rental deposit

The tenant is required to pay a rental deposit. The amount of the rental deposit is specified on this web platform under the Specific Terms and Conditions and is confirmed in the confirmation mail. This rental deposit is to be paid in compliance with the provisions set out in the confirmation mail, either into the account number specified in this confirmation mail, no later than one month ahead of the date on which the tenancy period is set to start, or paid in cash with receipt of payment into the hands of the letter or his lawful representative as specified in the confirmation mail upon receipt of the key to the Holiday villa.

Any loss or damage and the departure cleaning fee shall be set off against the said deposit.

The rental deposit that was paid into an account by the tenant shall be refunded into the tenant's account within three weeks of the key to the holiday villa being returned, albeit subject to the deduction of any loss or damage for which the tenant is liable is or that was caused by third parties or pets. The charge for the departure cleaning as specified in the confirmation mail shall also be deducted as and when applicable.

The tenant and the letter may agree to a different time limit for the rental deposit to be returned in joint consultation. In that case, the refund shall be made in compliance with the arrangement made between the two parties which is either to be recorded in writing in the confirmation mail or on-site.

If the rental deposit was paid by the tenant in cash, the refund shall be made immediately upon the return of the key to the holiday villa subject to the deduction of the aforesaid sums as compensation.

## 7. Cancellation

The tenant shall be within his rights to inform us by letter of the fact that he is cancelling the booking, without being required to pay a penalty and without being required to state reasons, within fourteen calendar days of the day after the day on which the tenancy agreement was concluded pursuant to the

sending of the confirmation mail. However, the foregoing shall not apply if the tenant confirmed the booking by transacting payment of the advance, or if the tenancy agreement between the tenant and the letter is concluded less than 15 days before the date of the tenancy period.

The tenant shall not be permitted to cancel the booking in any other circumstances.

Cancellations, regardless of reason, must be confirmed in writing.

After cancellation, the letter shall be free to immediately let the Holiday villa to someone else.

If, due to unforeseen circumstances (natural disaster, flooding, strike, death, overbooking, etc.) the letter should be forced to cancel the booking, the letter shall endeavour to find alternative accommodation of similar quality and price in consultation with the tenant. If this is impossible or not desired, the price and the rental deposit that were paid shall be refunded, albeit in all cases without any compensation of any kind.

#### 8. Arrival and departure - Collection and return of the key to the holiday villa

The tenancy periods are on a week basis, starting from Saturday 04:00 pm to Saturday 10:00 am.

Other arrangements may be agreed between the tenant and the letter in consultation.

In principle, the collection and the return of the key must take place at the aforesaid times at the holiday villa. Other arrangements may be agreed between the tenant and the letter in consultation. However, in no event shall it be permitted for the key to be collected later than 07:00 pm on the day of arrival or returned later than 11.00 am on the day of departure.

The key to the holiday villa is to be collected and returned either by the letter or by his lawful representative whose identity was specified in the confirmation mail.

The tenant hereby undertakes to inform the letter if, for reason of force majeure (e.g., traffic congestion), he is unable to arrive at the holiday villa on time on the scheduled day of arrival.

#### 9. Inventory and Condition of Premises

The holiday villa is let as-is. By accepting the key, the tenant confirms that he has viewed the Holiday villa and accepts it in the condition as-is.

#### 10. Use of the Holiday villa

The tenant hereby undertakes to use the holiday villa as a reasonable person of ordinary prudence. The tenant will ensure compliance with the obligations arising from the present letting terms by persons accompanying him.

In his absence the tenant is to close the sun blinds and parasols and erect screens to prevent damage in the case of severe winds.

### Maximum number of people

The Holiday villa is suited to accommodate the maximum number of people (children and babies included) specified on the website.

In no event may the holiday villa and grounds be occupied by more or other people than established at the time of the booking.

### Non-smoking

No smoking is allowed in the holiday home.

### Pets

Pets are not permitted without prior written consent from the letter.

### Swimming pool

The swimming pool, if the holiday villa has a swimming pool, may be used from 01 April to 30 September depending on the weather conditions. The swimming pool is accessibly only to the tenants.

In light of applicable law in France governing the use of swimming pools, the letter has use of an approved installation. The tenant hereby undertakes to use this safety installation throughout the duration of his stay, as well as in case of temporary absence and at night.

The tenant himself shall be responsible for the supervision of the people in his party and the tenant shall be under the obligation to take all measures to prevent any incidents in around the swimming pool. Children and adults without a swimming qualification shall be permitted to use the swimming pool only when wearing a life jacket and under the supervision of adults who have a swimming qualification. The letter declines all and any liability in the case of accidents. The tenant shall hold the letter harmless against all and any claims.

### Barbecue

Holding a barbecue shall only be permitted with the written consent of the letter and must take place in compliance with local regulations and the general standard of care and diligence.

### Waste

The tenant shall be expected to sort the household waste, bottles, paper, etc. himself. The tenant is to remove the waste from the premises prior to returning the key at the end of the tenancy period.

## 11. Letter's visiting right

The letter shall be within his rights to visit the let property either himself or have it visited by a representative whenever he deems necessary, albeit with respect for the tenant's privacy.  
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## 12. Subletting and transfer of tenancy

The tenant shall neither be permitted to transfer the tenancy agreement, in part or in full, nor sublet the holiday villa, not even in part.

### 13. Damage and loss

Any damage and loss is to be reported to the letter immediately and before returning the key at the end of the tenancy period.

The tenant hereby undertakes to efficiently protect the holiday villa against burglary. The tenant shall expressly hold the letter harmless against all and any liability claims in the event of theft or burglary at the holiday villa.

### 14. Insurance to be taken out by the letter

The letter hereby undertakes to take out insurance with a premium insurance company to cover the risk in full that rests on him as the owner of the property (owner's liability risk) for the entire duration during which the holiday villa is being let.

### 15. Insurance to be taken out by the tenant

The tenant hereby undertakes to take out insurance with a premium insurance company to cover his third party liability in respect of the holiday villa, including the entire home contents including personal effects situated inside in the holiday villa, as well as his tenant's liability risk in respect of the holiday villa and the home contents, and in respect of any claims which neighbours might assert as a result of damage to their goods.

The tenant is advised to take out cancellation insurance.

### 16. Complaints

In the event of a complaint in respect of the booking of the holiday villa or the performance of the tenancy agreement between the tenant and the letter arising thereafter, the said complaint shall be dealt with by the letter or his lawful representative specified in the confirmation mail without delay.

Complaints reported after the tenancy period has ended shall be declined.

### 17. Liability of the letter

Damage claims, including such claims for loss of holiday enjoyment, shall not be allowed to exceed the amount of the rental price.

### 18. Miscellaneous provisions

The letter hereby confirms and guarantees that he holds all rights in respect of the holiday villa, as well as all and any permits and licences and other authorisations from the authorities as required to let this holiday villa as temporary holiday accommodation (amongst other things regarding swimming pool safety and fire safety).

If any portion or any clause of the present letting terms should be found to be invalid or unenforceable - regardless of reason - the remaining portions or clauses shall not be affected by this and they shall remain valid and enforceable as if the invalid or unenforceable portions or clauses were not included in the agreement.

Any invalid or unenforceable clause shall be immediately replaced by a provision which, insofar as possible, constitutes the nearest approximation of what is specified in the relevant portion or clause.

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The information on the website has been compiled by the letter with the utmost care. However, should this information contain any flaws in spite of these efforts, no rights may be derived thereafter.