

General Terms and Conditions gîtes-provence

ARTICLE 1 Definitions

- 1.1 **Tenant:** The person or entity that has given the assignment to gîtes-provence, directly or through a Third Party, to advise and act as an intermediary between the Tenant and the Owner in the conclusion of the Rental Agreement for a Holiday Home. The Tenant acknowledges that, after conclusion of the Rental Agreement and accepting the general terms and conditions pertaining to the Rental Agreement, he/she is directly contracting with the Owner of the Holiday Home and that gites-provence cannot be held responsible for the service as described hereafter, except for those tasks mentioned in article 4 (obligations of gites-provence) and the specific terms with the Tenant as stated in the Rental Agreement.
- 1.2 **Co-tenant(s):** Those, as a result of the Rental Agreement between the Tenant and the Owner, staying in the Holiday Home and consequently accepting these General Terms and Conditions gites-provence.
- 1.3 **gîtes-provence** is an entity acting as an intermediary in the creation and conclusion of Rental Agreements between the Owner of a Holiday Home and a Tenant. gîtes-provence is in addition authorised to represent the Owner to make sure that the Holiday Home is available for short-term rental on behalf of the Owner in accordance with the conditions stated in the Rental Agreement.
- 1.4 **Owner:** The person or legal entity that is the legitimate owner of the Holiday Home and that rents such Holiday Home to the Tenant.
- 1.5 **Third Party:** Person and/or legal entity other than gîtes-provence, Owner and Tenant (including Co-tenant(s)).
- 1.6 **Booking Request:** An assignment received by gîtes-provence from Tenant through the Website of gîtes-provence (or other websites, which gîtes-provence advertises the Holiday Home on), by e-mail, or by phone, to book a Holiday Home.
- 1.7 **Rental Agreement:** The agreement between the Owner and the Tenant for the short-term lease of a Holiday Home.
- 1.8 **Holiday Home:** The property offered by the Owner including surrounding areas and buildings included in the property (e.g. but not limited to a swimming pool) as well as other external and internal inventory being part of the property and as described on the Website of gîtes-provence or other websites, on which gîtes-provence may advertise the Holiday Home. In certain circumstances there could be parts of the property, where the Tenant has prohibited access, such as private rooms, garage and certain wardrobes and/or cupboards.
- 1.9 **Info Sheet:** a form, wherein the Tenant supplies information to gîtes-provence for the Rental Agreement to be made, such as personal details (Name, address, etc.) and bank details for returning of the Safety Deposit after departure from the Holiday Home.
- 1.10 **Safety Deposit:** amount paid by the tenant in advance of occupancy of the Holiday Home to serve as security for payment of any damage/costs caused by Tenant or Co-tenant(s), e.g. (but not limited to) extra cleaning costs, costs for damage to property or goods, costs resulting from exceeding the agreed occupancy level, noise nuisance, etc.
- 1.11 **Booking Confirmation:** The e-mail addressed to the Tenant whereby the Booking Request is being confirmed, on behalf of Owner, and the Rental Agreement is being supplied by gîtes-provence.
- 1.12 **Website:** The websites of gîtes-provence: www.gites-provence.eu.com or any website, on which gîtes-provence is advertising the Holiday Home (e.g. www.finn.no).

ARTICLE 2 Applicability of the General Terms and Conditions gîtes-provence

- 2.1 Unless the Parties otherwise agree in writing, the General Terms and Conditions gîtes-provence shall be applicable to the Booking Request, Booking Confirmation, as well as to all other proposals, offers and agreements with and services offered by gîtes-provence and to the Rental Agreement with the Owner.

- 2.2 By submitting a Booking Request, the Tenant accepts and agrees to the General Terms and Conditions gîtes-provence.

ARTICLE 3 General Conditions

- 3.1 gîtes-provence is a service provider in the holiday rental industry, which in such capacity advises, informs and acts as an intermediary in the conclusion of agreements in this respect. Such services are being provided upon the request of the Tenant.
- 3.2 Upon the Tenant's request, gîtes-provence can make a reservation for the rent of a Holiday Home. In such case, gîtes-provence effectuates the conclusion of a Rental Agreement between the Tenant and the Owner of a Holiday Home. gîtes-provence is not a party to the Rental Agreement.
- 3.3 gîtes-provence is responsible for the diligent performance of services offered by gîtes-provence, such as giving correct advice and ensuring the correct completion of the reservations.
- 3.4 With prior notification to the Tenant, gîtes-provence may charge a fee for its services.

ARTICLE 4 The Booking Request

- 4.1 The Holiday Home in the portfolio of gîtes-provence is available to any prospective Tenant on www.gites-provence.eu.com or other websites, where the Holiday Home is advertised.
- 4.2 The Booking Request for reservation of a specific Holiday Home must be confirmed in writing (post or email) as soon as possible.
- 4.3 On behalf of the Owner, gîtes-provence is entitled to reject a Booking Request. As an alternative to such rejection, additional conditions may be included in the Rental Agreement.
- 4.4 gîtes-provence will arrange for a booking procedure to be effectuated after the request has been received. This includes but is not limited to emailing an Info Sheet, with which the Tenant will supply gîtes-provence with details for the Rental Agreement.
- 4.5 A Booking Request is confirmed once the deposit (25% of the total rent) has been credited to the owner's account. For this, the General Terms and Conditions gîtes-provence are applicable. The Tenant declares that the amounts due in respect to the rental will be paid on time by bank transfer.

ARTICLE 5 Information

- 5.1 Prior to the conclusion of the Rental Agreement and the preparation thereof, the Tenant shall provide the required information with respect to himself and any other Co-tenants, e.g. correct name, address and insofar as available, mobile numbers and e-mail addresses. The Tenant shall also provide bank account information for the return of the Safety Deposit (or part thereof) after departure from the Holiday Home. Please refer to Article 4.4.
- 5.2 gîtes-provence recommends the Tenant to take out suitable travel- and cancellation insurance to cover any loss of funds in the event of cancellation of the Rental Agreement and other issues related to the holiday.
- 5.3 gîtes-provence also recommend having sufficient third-party liability cover in the event that the cost of damages to the property during the rental period will exceed the safety deposit already paid (material liability). This could be included in a family insurance or similar.

ARTICLE 6 Conclusion of the Rental Agreement

- 6.1 The Rental Agreement is concluded between the Owner and the Tenant.
- 6.2 Insofar as the Rental Agreement is concluded through intermediary activities of gîtes-provence, the Rental Agreement shall be effective as soon as the Rental Agreement is signed by the Tenant and duly returned by email (or post) to gîtes-provence, whereby gîtes-provence can confirm that the Booking Request has been finalised. Notwithstanding the aforementioned, the Owner and

- Tenant shall have the right to cancel the Rental Agreement free of charge within two days of its effectiveness, regardless of the reason for such cancellation.
- 6.3 A Booking Confirmation is final and cannot be changed unless the Tenant invokes Article 8.1 of these General Terms and Conditions gîtes-provence.

ARTICLE 7 Rental Amount and Payment

- 7.1 The Tenant pays the rental fee and any other charges mentioned in the Rental Agreement (apart from the exemptions of some fees, which are due on arrival, ref. to article 7.4) ("Rental Amount") in accordance with the details and deadlines stipulated in the Rental Agreement directly to the Owner. The Rental Agreement contains a summary of fees and charges and shall also be the invoice.
- 7.2 Unless otherwise specified or agreed, the stated rental fees are exempt from VAT.
- 7.3 Unless otherwise specified, the rental fee shall include the normal charges for use of water, gas and electricity. Insofar as Tenant may make use of any air-conditioning, additional charges may be applicable.
- 7.4 Unless otherwise specified, the rental fee does not include the rent of bed sheets and bath towels/pool towels, travel- or cancellation insurances, and costs for cleaning upon departure. To the extent available and upon the Tenant's request, bed sheets, bath towels/pool towels and extra cots/high chairs (one of each are available in the Holiday Home free of charge) may be rented against additional charges paid on arrival.
- 7.5 The stated rental fees do not include tourist taxes, which could be due to the local authorities, where the Holiday Home is located. If applicable, the tourist taxes are normally paid on arrival.
- 7.6 Unless otherwise agreed by gîtes-provence and the Tenant, 25% of the Rental Amount shall have been received by the Owner within seven days of the Tenant's receipt of the Booking Confirmation.
- 7.7 Unless otherwise agreed by gîtes-provence and the Tenant, the remaining 75% of the Rental Amount plus the Safety Deposit shall have been received by the Owner ultimately 8 weeks prior to the commencement of the Tenant's stay in the Holiday Home.
- 7.8 If the booking is made less than 8 weeks prior to the Tenant's stay in the Holiday Home, the entire Rental Amount including the Safety Deposit shall be paid in full (by electronic transfer) immediately at the time of the booking.
- 7.9 If the Tenant fails to (timely) pay the Rental Amount including the Safety Deposit, the Tenant is in material breach and the Rental Agreement is automatically cancelled. In such case, Tenant shall pay the cancellation fee as provided for in Article 8.2.
- 7.10 The Owner shall have the right to collect and/or withhold any such cancellation costs as stated in Article 7.9 or, as the case may be, to set off such costs against payments already received.
- 7.11 All costs incurred by the Owner in relation to the collection of the amounts overdue shall be for the account of the Tenant. These costs shall be collected in accordance with the French statutory rules on extrajudicial costs. Tenant shall be obliged to pay any legal costs reasonably incurred by the Owner.
- 7.12 In order to be granted access to the Holiday Home, Tenant shall have paid the entire Rental Amount including the Safety Deposit (unless anything else is specifically agreed with the Owner and/or gîtes-provence) and the Owner shall have received the same.
- 7.13 Provided that the Rental Amount has been paid in full, the Tenant will receive by e-mail the travel description including the address of the Holiday Home, driving directions to the Holiday Home and any practical information related to the Holiday Home, such as payment for bed sheets, cleaning upon departure, key hand-over etc. approximately one week prior to the Tenant's stay in the Holiday Home.

ARTICLE 8 Cancellation and Charges

- 8.1 The Tenant has the right, in writing (by registered letter or confirmed email to gites-provence) to change or cancel the booking free of charge ultimately within two working days from receipt of the Booking Confirmation. However, if the stay in the Holiday Home will take place within 8 weeks or less from the booking has been confirmed, the Tenant has no right to change or cancel the booking.

- 8.2 Upon expiry of the term specified in Article 8.1, the Tenant is only entitled to cancel the Rental Agreement in writing and subject to payment of following cancellation charges:
- a) Cancellation 8 weeks (56 days) or more before the commencement day of the stay in the Holiday Home: 25 % of the Rental Amount already invoiced;
 - b) Cancellation less than 8 weeks (56 days) before the commencement day of the stay in the Holiday Home or upon termination of the stay before the agreed period: the full Rental Amount already invoiced.
- 8.3 In the event the Tenant wishes to change the rental period or other essential parts of the Rental Agreement, prior express consent of the Owner will be required. In the event that the Owner refuses to give said consent and the Tenant wishes to cancel the Rental Agreement, the terms regarding cancellation as provided for in Article 8.2 above shall apply.
- 8.4 Cancellation or amendment of a booking by a Tenant shall be deemed to be a cancellation or amendment for any Co-tenants.
- 8.5 Cancellation or amendment issued on a Saturday or Sunday or on an official French holiday shall be deemed issued on the next working day in France.
- 8.6 A request for cancellation or amendment of the Rental Agreement as mentioned in Articles 8.1 through 8.4 shall be issued in writing to gîtes-provence (by confirmed email or recommended letter), who will deal with such request on behalf of the Owner.
- 8.7 In the event the Tenant and/or the Co-tenant(s) have taken out cancellation insurance, such insurance can be called upon in order to reclaim the cancellation charges as provided for in this Article.
- 8.8 If, after a booking by the Tenant has been completed, the Owner cancels the availability of the Holiday Home, the total rent paid by the Tenant (including any Safety Deposit) at the time of cancellation will be repaid in full by the Owner, unless gîtes-provence finds an alternative Holiday Home for the Tenant for the same period and comparable to the primary Holiday Home in terms of comfort, environment and price level.
- 8.9 The conditions mentioned in article 8.8 do not apply in a force majeure situation, e.g where the house is severely damaged by fire or flooding and therefore not deemed suitable for occupancy of the Tenant and/or Co-tenants). In this case, the tenant can recuperate any fees already paid to the Owner by means of a Travel insurance or similar arrangement. The Owner is not obliged to return any fees already paid by the tenant (except the Safety Deposit) – see Article 9 below.

ARTICLE 9 Insurance

- 9.1 gîtes-provence recommends the Tenant and/or Co-tenant(s) to take out a travel- and cancellation insurance. It is the responsibility of the Tenant to ensure that the cancellation insurance is fit for purpose of redeeming any loss of funds due to the effect of Articles 8.1 through 8.4 and any other financial issues encountered by the Tenant and/or Co-tenant(s) – please refer to article 8.9 and others relating to this subject in these general Terms & Conditions. gîtes-provence cannot guide the Tenant in this matter.
- 9.2 The Tenant shall be in possession of a valid General Liability insurance at the time of his/her stay in the Holiday Home, and shall upon request from gîtes-provence provide a copy of such insurance policy. Damage due to the Tenant's and/or Co-tenant(s) gross negligence or wilful misconduct is normally excluded from such insurance coverage and will have to be paid for by the Tenant him/herself – please refer to the individual conditions in the insurance policy.

ARTICLE 10 Liability

Tenant:

- 10.1 During the rental period, the Tenant has a general duty of care with regard to the Holiday Home and shall act as a prudent and responsible Tenant.
- 10.2 The obligations of the Tenant are as follows:
- The Rental Agreement allows the Tenant to occupy the Holiday Home only for the period that has been booked. The Tenant acknowledges with signing of the contract that he/she enters a short-term lease and that he/she has to deliver the Holiday Home at the end of the rental

period in the same state as on arrival. The Tenant has no other right to the Holiday Home other than to inhabit this temporarily for the agreed period.

- The tenant will not transfer the Rental Agreement to a Third Party and/or allow a Third Party, without the explicit permission of the Owner or gites-provence, or any kind of shared habitation – whether for payment or not (sublet) – of the Holiday Home or the premises belonging to the Holiday Home.
 - The Tenant will immediately (within 24 hours) give a written (by confirmed email) notice to gites-provence of any damage to the rental object or its inventory caused by actions or negligence on the part of the Tenant.
 - The Tenant declares that he/she will inhabit and manage the Holiday Home and its inventory with due care and that he will respect the privacy and tranquillity of Owners (and/or other tenants) of surrounding plots.
 - The Tenant will allow gites-provence and/or the Owner to access the Holiday Home at any time in order to be able to carry out repairs or for other necessary actions. For Holiday Homes, which are also for sale, the Owner (and/or his/her agent) can ask to visit the Holiday Home once during the stay of the Tenant with a potential buyer.
 - The tenant is obliged to return the Holiday Home in the state in which he/she found it at the beginning of the rental period. The Tenant is also obliged to return the (indoors and outdoors) furniture and other objects that he/she found in the Holiday Home (except linen/towels) clean and in the same position, as these were found upon arrival. Mattress protectors (if found in the Holiday Home upon arrival) have to stay in place at all times; if these are removed by the tenant and the mattresses are stained, the Owner can claim compensation for extra cleaning or ultimately replacement of the mattresses in case the stain cannot be removed completely.
 - If due to the presence of a pet or otherwise, extra cleaning of the house or the plot is necessary the fee for this service will be deducted from the deposit.
 - The tenant accepts the obligation of a final cleaning and the costs as stated in the Rental Agreement.
 - The Tenant will not use the Internet connection (if available) to reproduce copyright protected material and will refrain from consulting illegal information and/or sites on the Internet. The Tenant is aware that this is a criminal act and in case of violation, the fine can exceed 1,500 euros and cause disconnection of the access to Internet. The Tenant agrees to all measures, which are considered necessary to avoid fraudulent or illegal use of the Internet during his/her stay. The Tenant acknowledges his responsibility in this matter and accepts all claims to compensate damage arising for the Owner caused by fraudulent or illegal use of the Internet during the rental period. For any other use of the Internet connection, please refer to article 10.10.
- 10.3 The Tenant shall be liable towards the Owner for any damage and/or loss suffered or incurred by the Owner during the rental period of the Holiday Home, resulting from the Tenant's stay in the Holiday Home, regardless whether this is caused by any acts or omissions of the Tenant and/or Co-tenant(s), any acts or omissions of Third Parties, which are present in the Holiday Home, or due to the presence of any animals or goods owned/held by the Tenant, Co-tenant(s) or such Third Parties.
- 10.4 Damage and/or costs resulting from loss or theft will need to be claimed from the Tenant on the basis of the Safety Deposit and/or his/her own travel insurance (or third-party insurance) or by any other means by the Tenant.

Owner:

- 10.5 Without prejudice to the limitations stated below, the Owner shall be liable towards the Tenant for any financial loss suffered by the Tenant as a direct result of any failure of the Owner to comply with material obligations arising out of the Rental Agreement.
- 10.6 The Owner shall not be liable for any damage and/or costs in as far as the Tenant and/or Co-tenant(s) have successfully claimed same on the basis of any insurance, e.g. travel- or cancellation insurance.
- 10.7 The Owner shall not be liable for any damage suffered by the Tenant and/or Co-tenant(s) in the execution of their profession or trade, except in case of gross negligence or intent on the Owner's part.

- 10.8 Construction activities near the Holiday Home are not always foreseeable by the Owner, and the Owner shall not be liable for any nuisance as a result of any construction activities in the neighbourhood of the Holiday Home.
- 10.9 The Owner of a Holiday Home can offer the Tenant to make use of pool heating with or without an extra fee. Such offer is not part of the essential elements of the Rental Agreement. The Owner can never guarantee the temperature of the water in the pool, even if the information on any website states that pool heating is available at the Holiday Home. The Owner shall not be liable in the event that the pool cannot be used (temporarily) due to the temperature of the pool water.
- 10.10 The Owner of a Holiday Homes can offer Tenants to make use of Wi-Fi/internet connection. This offer is solely intended for recreational use and is not part of the essential elements of the Rental Agreement. The Owner cannot guarantee the availability of the Wi-Fi/internet connection, even if any website states such availability. The Owner shall not be liable in the event the Wi-Fi/internet connection is (temporarily) not available.
- 10.11 Notwithstanding the above Articles 10.1 through 10.11, and except in case of gross negligence or intent on the side of Owner, the total liability of the Owner for any direct or indirect damages suffered by the Tenant and/or Co-tenant(s) as a result of the stay in the Holiday Home, shall at all times and under all circumstances be limited to a maximum of the Rental Amount.

ARTICLE 11 Safety Deposit

- 11.1 All Owners of Holiday Homes, whereby gîtes-provence acts as intermediary, require payment by Tenant of a Safety Deposit. Such deposit will serve as security for payment of any damage/costs caused by Tenant or Co-tenant(s), e.g. extra cleaning costs, costs for damage to property or goods, costs resulting from exceeding the agreed occupancy level, noise nuisance, etc. The amount of the Safety Deposit is stated in the Rental Agreement and is paid as a part of the second payment with the 75% of the rent directly to the Owner or in any other case at least prior to the time of commencement of occupancy.
- 11.2 The rental of Holiday Homes implies that the Safety Deposit is returned after departure of Tenant i.e. the deposit will be transferred to the bank account of the Tenant. The Safety Deposit will also be returned after departure of the Tenant in case the Tenant departs earlier than originally agreed.
- 11.3 The Safety Deposit will be refunded to the Tenant after departure and after approval by gites-provence of the adequate return delivery of the Holiday Home. This approval is communicated by gites-provence to the Owner and the Owner will transfer all or part of the Safety Deposit to the Tenant within a period of 7 days after departure.
- 11.4 In case of damage found at or after departure of the Tenant, estimated less than or equal to the amount of the Safety Deposit, the repair or replacement of the goods is, after consultation with the Owner, charged directly from the Safety Deposit. In the event of damage, which is estimated to be higher than the Safety Deposit, found at or after departure of the tenant, a report will be made by the Owner, by gites-provence or by an expert. After gites-provence receives this report, gites-provence will inform the Tenant about the amount necessary to repair or replace the damages. The Tenant will receive a copy of the mentioned damage report. The Tenant is obliged to compensate for this damage (see article 10.3 and 10.4).
- 11.5 The Tenant agrees that, in case of damage to the Holiday Home or accessory items, inflicted by acts or omissions or intent of the Tenant during his/her stay in the Holiday Home, the entire Safety Deposit can be retained. In case this amount is not sufficient to cover compensation for the total loss or damage as stated in the report mentioned in article 11.4, the Tenant will pay the remaining amount necessary for repair and/or replacement to the Owner (on the account number indicated in the Rental Agreement) upon written notice by gites-provence and/or Owner within a period of ten days after the date of this notice.
- 11.6 A deduction from the Safety Deposit is also permitted, if the Tenant does not return the Holiday Home empty and in accordance with the departure rules within the agreed terms or at the failure by Tenant of his/her other responsibilities arising from the Rental Agreement. Retainment of the Safety Deposit does not relieve the Tenant of his/her duty to other compensations that the Owner can ask for, when the Holiday Home is not returned empty within the agreed terms.
- 11.7 The Tenant agrees that gites-provence cannot be held responsible for deductions from or retainment of the Safety Deposit and/or other claims of compensations that the Owner can ask for in case of damage or in the event the Holiday Home is not returned empty within the agreed terms. The decision to refund the Safety Deposit as well as the decision about any other compensation lies

with the Owner. The Owner may delegate the settlement of these decisions with the Tenant partly or fully to gîtes-provence.

ARTICLE 12 Conformity, changes to the Holiday Home and technical malfunctions.

- 12.1 **Conformity.** The description of the Holiday Home in documents or on the website of gîtes-provence or other websites, on which gîtes-provence advertises the Holiday Home, must be in accordance with the reality and approved by the Owner. gîtes-provence and the Owner will do their utmost to ensure that information regarding the Holiday Home including accessories, the location of the Holiday Home, as well as the description of the existing furniture and any other inventory available to the Tenant, is as complete as possible.
- 12.2 **Non-conformity.** The Tenant will inform gîtes-provence within 24 hours after beginning of the rental period, if the condition of the Holiday Home and/or premises and/or inventory, are not in conformity with the description. After such information, the Owner and gîtes-provence will work to provide a suitable solution. Any notification after 24 hours after beginning of the rental period will be deemed void.
- 12.3 If in the imaginary case, despite all precautions, changes occur to the Holiday Home before the rental period of a Tenant begins, gîtes-provence will notify the Tenant without any delay.
- 12.4 The Owner, however, cannot be held responsible by the Tenant for a possible reduction of rental pleasure by modifications to the Holiday Home, occurring after publication of the information regarding said Holiday Home, which are not due to his/her acts or to his/her inactivity.
- 12.5 **Technical malfunctions.** The owner cannot be held responsible for electricity failures, loss of internet connection, defects to supply of gas or water or disturbances to (electrical) equipment including running of the pool that are not directly due to his/her actions or his/her negligence.

ARTICLE 13 Arrival and Departure

- 13.1 Unless otherwise agreed, the Tenant can arrive at the Holiday Home on the commencement date of the rental period between 16.00 and 19.00. The Tenant shall depart on the agreed final date of the rental period before 10.00 unless otherwise agreed with gîtes-provence. The Tenant shall inform gîtes-provence by telephone or SMS at least the day before departure day, at what time he/she plans to leave the Holiday Home for gîtes-provence to be able to advise cleaning staff of possible access for servicing the Holiday Home.
- 13.2 The Tenant shall inform gîtes-provence by telephone/SMS of his/her estimated time of arrival ultimately and no later than one hour before his/her estimated arrival.
- 13.3 In the event the Tenant arrives after 19.00, the Tenant shall inform gîtes-provence thereof by telephone/SMS beforehand. Arrivals after 19.00 are not allowed, unless otherwise agreed upon with gîtes-provence. gîtes-provence may charge an additional fee in case of arrival after 19.00.
- 13.4 On the rare occasion that gîtes-provence cannot be present on arrival of the Tenant, arrangements communicated to the Tenant beforehand will be in place for the Tenant to gain access to the Holiday Home on the set day of arrival. gîtes-provence will subsequently visit the Tenant the day after arrival.

ARTICLE 14 House Rules

- 14.1 In the event there are any written house rules present in the Holiday Home, the Tenant shall comply with the provisions thereof without any exception. gîtes-provence will in such case make sure that the Tenant receives a copy of such applicable rules.
- 14.2 **Smoking** is not allowed inside any Holiday Home. Any available ashtrays are for outdoor use only. In the event of non-compliance with the House Rules instruction of no smoking indoors, a minimum of 350 euros will be retained from the safety deposit to cover for professional cleaning and deodorisation of the house. No cigarette butts may be left on the property.

The Tenant shall show due vigilance at any times with open fire including during the act of smoking and any use of charcoal barbecues including deposit of coals and ash after the use of such barbecues.

- 14.3 **Final cleaning** of the Holiday Home is made obligatory by gîtes-provence against payment of the fee stated in the Rental Agreement. This does not affect the Tenant's obligation to leave the Holiday Home clean and tidy upon departure.
- 14.4 Upon departure, the Tenant shall dispose of any waste, bottles, paper and any other refuse and shall clean the barbecue, including the drip tray. The Tenant shall empty the dishwasher and the refrigerator/freezer. Any other departure procedures will be communicated to the Tenant by email and/or SMS normally no later than 24 hours prior to departure.
- 14.5 gîtes-provence is entitled to withhold the return of any part of the deposit to cover any extra cleaning costs, in the event the Tenant does not comply with the obligations stated in Article 14.3 and 14.4.
- 14.6 **Pets** are only allowed in the Holiday Home upon previous consent of the Owner. In the event such consent is granted, this will be explicitly stated on the Rental Agreement. Additional charges can be applicable, especially if the Tenant has not complied with the cleaning obligations (e.g. cleaning up any/all pet refuse and hairs deposited on the premises).
- 14.7 In all other cases, pets are not allowed, and in case of failure to comply with this prohibition, the Tenant may be charged with a penalty of 150 Euro per pet per day. In such case the Owner reserves the right to claim performance and/or payment of (additional) damages of any kind.
- 14.8 In the event Owner has consented to the presence of pets in accordance with clause 14.6, the Tenant will be liable for any damage caused by said pets. The Tenant shall make sure that the pets do not have access to or make use of the bedrooms and the pool, as well as not making use of any furniture in the Holiday Home. Any evidence of pets on furniture may incur extra cleaning fees. The Tenant is obliged to insure the pet for third party compensation before the pets enter the Holiday Home.
- 14.9 It is the Tenant/pet owner's responsibility to keep up-to-date on rabies vaccinations and all other vaccinations of the pet. Heartworm prevention is highly recommended. All pets are to be treated with a topical flea and tick repellent three (3) days prior to arrival. Fleas and ticks are very rampant in this area and can cause harmful/fatal illness to humans and pets. All items above are the sole responsibility of the Tenant/pet owner. The Owners assume no responsibility for illness or injury that humans or pets may incur while on the premises. The Tenant/owner of pets are also responsible for any costs incurred by the Owner in case there is found an infestation of fleas in the Holiday Home after the pets have been present. Costs may be deducted from the Safety Deposit.

ARTICLE 15 Number of Co-tenants including the Tenant

- 15.1 The number of Co-tenants (including the Tenant) is stated in the Rental agreement and may not be exceeded unless agreed upon in advance with gîtes-provence in writing or by email, in which case gîtes-provence is entitled – on behalf of the Owner – to charge additional costs. In the event more people than originally agreed stay in the Holiday Home or camp on the premises of the Holiday Home without consent of gîtes-provence or the Owner, the Tenant shall automatically and immediately be in default, and the Tenant will be liable for damages towards and payment of extra rent/cost charged by the Owner.
- 15.2 The Owner and the Tenant agree that the damages suffered by the Owner as a result of the Tenant not complying with the obligations stated above in Article 15.1 are fixed beforehand at 150 Euro per day per person, for the number of persons exceeding the contractually agreed number of Co-tenants (including the Tenant). This Article is to be regarded as a penalty clause and will apply regardless of the right of the Owner to claim performance and/or (additional) compensation of damages of any kind.

ARTICLE 16 Swimming Pools

- 16.1 Pools can usually be used from mid-May to the end of September. Exceptions to this rule are possible but the Owner does not accept any liability for any damages in this respect.

- 16.2 Owner is responsible for implementing safety measures as required by law in France in order to secure the swimming pool.
- 16.3 Children under 14 years old may only use the pool under strict supervision by an adult. The safety measures shall never be regarded as a replacement of parent's supervision of their children. The Owner or gîtes-provence cannot be held liable for accidents taking place in a swimming pool, which is part of the Holiday Home.
- 16.4 The Tenant shall inspect the safety measures upon arrival, and shall report any defects and/or irregularities to gîtes-provence immediately. Any accidents resulting from the fact that the Tenant has disconnected the safety measures (or accepted such disconnection) shall be the full responsibility of the Tenant.
- 16.5 The Tenant is not allowed to operate the technical installation of the swimming pool. In the event there is a problem in relation to the swimming pool (i.e. the water is turning green, cleaning- and/or heating installation does not work properly), the Tenant shall promptly inform gîtes-provence in order to avoid (further) damage.
- 16.6 Any use of the swimming pool is entirely at the Tenant's responsibility. The Owner does not accept any liability for any accidents in or around the swimming pool unless directly due to his/her negligence. The Owner rejects every liability regarding accidents related to the use of or access to the swimming pool, except if an accident is due to the Owner's failure to comply with the applicable requirements for security and access to swimming pools.
- 16.7 The Owner cannot be held responsible for any (temporary) loss of usage of the pool due to unforeseen events relating to the normal running of the pool (e.g. faulty pump, water leakage, presence of algae due to extremely hot weather etc.).

ARTICLE 17 Termination of the Rental Agreement

- 17.1 The Owner is entitled to immediately terminate the Rental Agreement in writing or by e-mail, and to request the Tenant to promptly leave the Holiday Home, in the event that:
- The Tenant does not comply with the payment conditions stated in Article 7.6 and 7.7, or
 - The Tenant is in material breach of the Tenant's duty of care of the Holiday Home during the Tenant's stay, or
 - If the Tenant allows more or other persons and/or animals to stay in the Holiday Home than agreed upon in the Rental Agreement, or
 - If the Tenant causes damage to the Holiday Home, or
 - If the Tenant causes nuisance or otherwise fails to comply with his/her obligations to act as a prudent and responsible Tenant during his/her stay in the Holiday Home.

In the above events, the Tenant shall not be entitled to reimbursement of (parts of) the Rental Amount. Moreover, the Tenant is liable for any damages suffered by the Owner as a result of the acts and/or omissions of the Tenant.

- 17.2 If the Owner is unable to present the Holiday Home for rent due to sale of the Holiday Home, the Owner shall have the right to terminate the Rental Agreement. In such case, the rental fee shall be reimbursed to the Tenant in full including any paid Safety Deposit. The Tenant, however, shall have no right to other compensation for damages he/she may suffer as a result of the termination. Notwithstanding the aforesaid, the Owner shall use reasonable effort to offer an alternative accommodation more or less equal to the Holiday Home for the same or another period.
- 17.3 The Owner may, in the execution of Articles 17.1 and 17.2, be represented by gîtes-provence.

ARTICLE 18 Liability gîtes-provence.

- 18.1 gîtes-provence shall act as a responsible service provider when performing their services.
- 18.2 Without prejudice to other terms and conditions than these General Terms and Conditions gîtes-provence, gîtes-provence shall not be liable for acts or omissions of the respective Owner, nor shall gîtes-provence be liable for the correctness of information provided by the respective Owner. gîtes-provence is not responsible for photos, advertisements, folders, websites and other means of information arranged or published under the responsibility of Third Parties.

- 18.3 The obligations of gîtes-provence towards the Tenant are as follows:
- Reception of the Tenant on arrival day at the Holiday Home or at any other agreed time or location convenient for both parties. At this reception gites-provence will hand over the keys and introduce the tenant to the Holiday Home.
 - If requested by the Tenant and agreed in the Rental Agreement, bed linen and bath towels/pool towels and any other agreed items will be available in the Holiday Home. If such request is made in due time by the Tenant, beds will be made up according to or as close to the wishes of the Tenant prior to arrival.
 - The tenant will get a verbal reminder concerning the time of departure, which is important for gites-provence to have enough time to arrange the compulsory end cleaning, final check of the Holiday Home after the Tenant's departure etc. before an eventual further rental of the Holiday Home is commenced. Any specific wishes and/or requirements of the Tenant as contained in the Rental Agreement and/or house rules will be discussed.
 - Within one week after departure of the Tenant, the Safety Deposit will – taking into account what is stated in article 11.2 – be refunded (partially or in full) by bank transfer to the Tenant.
 - gites-provence will do its utmost to effectuate repair work or replace equipment at the earliest possible date, if technical problems occur during the stay of Tenant.
- 18.4 In the event gîtes-provence does not comply with their obligations and the Tenant incurs damages as a result thereof (including damages due to decreased travel pleasure), the liability of gîtes-provence shall be limited to a maximum of 10% of services invoiced and paid by the Tenant.
- 18.5 gîtes-provence shall not be liable for damages for which the Tenant is insured (such as but not limited to travel- and/or cancellation insurance or health insurance), nor shall gîtes-provence be liable for damages, which the Tenant suffers resulting from practicing a profession (such as missing a transfer and/or late arrival at the final destination).
- 18.6 gîtes-provence is not responsible for any commitments made by Third Parties whereby the General Terms and Conditions gîtes-provence and/or the general conditions of the respective service provider are expressly being deviated from, unless such deviations are confirmed in writing.
- 18.7 The limitations and exclusions as specified in this Article 18 shall apply to at all times.

ARTICLE 19 Claims.

- 19.1 The Tenant is required to report to gîtes-provence any complaints about the Holiday Home within 24 hours of their occurrence or discovery after the occupation of the Holiday Home, in order to enable gîtes-provence to address the complaint. Tenant shall provide gîtes-provence access to the Holiday Home so to enable them to repair or rectify the circumstances giving rise to the complaint.
- 19.2 If the Owner (or a representative for the Owner) does not satisfactorily address the complaint, the Tenant has the right to file a formal complaint in writing to gîtes-provence within two weeks after the final day of the rental period. This claim shall be addressed to the Owner, and shall include all relevant information accompanied by evidence in the form of witness statements and/or photos.
- 19.3 gîtes-provence shall pass on the claim to the Owner on behalf of the Tenant. In a situation referred to in Article 18.2, gîtes-provence shall contact the Owner and shall use reasonable efforts to mediate between the Owner and the Tenant in order to reach a satisfactory solution for both parties involved. Notwithstanding the above, gîtes-provence cannot under any circumstances be held liable for failure by the Owner and the Tenant to reach an amicable solution of their dispute.
- 19.4 If no amicable solution for the complaint is reached between the Tenant and the Owner, gîtes-provence will, if requested and to the extent not yet provided, submit to the Tenant the contact details of the Owner in order to enable the Tenant to make a legal claim for damages against the Owner.
- 19.5 If the Tenant deliberately and unilaterally chooses to depart from the Holiday Home prior to the expiry of the rental period, the entire Rental Amount shall be due and the Tenant waives any right to claim damages from the Owner.
- 19.6 Claims regarding advice and information provided by gîtes-provence can be filed with gîtes-provence by the Tenant ultimately within one month after the reserved services, or in case the travel has not taken place, ultimately within one month after the original date of departure as stated in the Rental Agreement.

- 19.7 Within one month after receipt of a complaint gîtes-provence will send a material reaction to the Tenant.
- 19.8 If the Tenant does not comply with the terms and conditions as specified in this Article 19, the Tenant will lose his/her rights to claim damages insofar such rights exist.

ARTICLE 20 Interest and Collection Costs

- 20.1 If the Tenant fails to (timely) comply with his/her payment obligations towards the Owner, he/she is obliged to pay the French statutory interest on the unpaid amount.
- 20.2 In addition to the French statutory interest, the Tenant is obliged to pay the costs related to collection of the amount due in accordance with French statutory rules on extrajudicial costs.

ARTICLE 21 General Provisions

- 21.1 The Rental Agreement and the General Terms and Conditions gîtes-provence relating to the Rental Agreement will be interpreted according to French law with exclusion of the rules of private international law.
- 21.2 Any provision in the Rental Agreement that is considered not applicable, will be considered as not written. Parties agree that, in case of cancellation of any provision of the Rental Agreement, the other provisions of the Rental Agreement remain in force.
- 21.3 The Rental Agreement, including any signed attachments and/or annexes, contains all existing agreements between gites-provence and the Tenant and replaces any other verbal or written agreements as well as any (form of) correspondence between gites-provence and the Tenant about the rent and rental of the Holiday Home and related matters.
- 21.4 The Tenant declares to have read and accepts the Rental Agreement and the General Terms and Conditions gîtes-provence for rental that are linked to the Rental Agreement by applying name and date to the Rental Agreement as directed by gites-provence. Agreement with the Rental Agreement and the General Terms and Conditions gîtes-provence by e-mail is deemed to be authentic.
- 21.5 Failure by the Owner or gîtes-provence to invoke or enforce one or more of the provisions of these General Terms and Conditions gîtes-provence, or a deviation of the same, shall never constitute a waiver of these provisions.
- 21.6 All proposals, agreements and the execution thereof, to which these General Terms and Conditions gîtes-provence wholly or partly apply, including the Rental Agreement, shall be exclusively governed by the laws of France.
- 21.7 All disputes arising from or in relation to the General Terms and Conditions gîtes-provence and/or the Rental Agreement, including collection of debts, shall be exclusively submitted to the competent court in France, to the extent permitted by the applicable law.