

GENERAL RENTAL CONDITIONS 2009

Rev. – 26/08/2008

VILLA LA MAGNANERIE

Address: V.C. 101- Brinde l'Abouaud - 84240 Ansouis - Vaucluse - France

Owner: Michel et Anna Veriter-Magnan
Rue du Bois Pirart,37
1332 Genval
Belgium

Thank you for reading this page entirely before sending your payment as it regards our hiring conditions.
In this document, you need to understand that "the owner" is the effective owner or his representative.

General

The house is rented to accommodate maximum 8 people, two of them being children under twelve years of age. The house is equipped with 2 double beds, 2 single beds and 2 single convertible sofa/beds for children. The house is rented furnished with television (common French programs, 5 channels). Bed linen and household linen (cloths, covers, pillowcases, kitchen cloths, hand towels) are provided except for the swimming pool towels. Gas (LPG Butagaz bottle), water, electricity and swimming pool products and the rentals taxes are included. Animals are not allowed. The swimming pool is not a heated swimming pool.

The maintenance of outdoors (garden, swimming pool) is included.

Week nr	Mounth	Dates	2009 cost / week Internet access included
19	May	02 - 09	720
20	May	09 - 16	720
21	May	16 - 23	720
22	May	23 - 30	720
23	June	30 - 06	820
24	June	06 - 13	820
25	June	13 - 20	820
26	June	20 - 27	820
27	July	27 - 04	1520
28	July	04 - 11	1520
29	July	11 - 18	1520
30	July	18 - 25	1520
31	July	25 - 01	1520
32	August	01 - 08	1620
33	August	08 - 15	1620
34	August	15 - 22	1620
35	August	22 - 29	1620
36	September	29 - 05	820
37	September	05 - 12	820
39	September	12 - 19	820
39	September	19 - 26	820

The rates indicated here do not include the mandatory cleaning the end of stay, which amounts to 65 euros per stay and which will have to be paid for at the time of the arrival of the tenant, at the same time as the balance of the amount of the rent.

Duration of the hiring

The house is rented for a minimum of one week, the change-over day being a Saturday.

Reservation

The usual procedure of reservation is as follows and is done by e-mail, fax, telephone or mail

- Tenant : request for availability
- Owner : Confirmation of availabilities and possibilities of reservation within 5 days.
- Tenant : communicates name, address, phone n°, number of people and age of children if any.
- Owner : sends the lease agreement to the guest's address.
- tenant : sends to tenant, by post, the rental contract completed and signed with the mention "read and approved"
- Owner : sends back to tenant a signed contract by post.
- Tenant : sends down payment by bank or postal cheque or transfer to the account of the owner. This down payment account for 25% of the amount of the rent. The expenses of the transaction (sending and reception) are the whole responsibility of the tenant.
- The reservation will be effective only after cashing the cheque or the reception of the amount of the down payment on the account of the owner. You will receive a receipt .

The balance will be paid to the owner before or at the latest at the moment of arrival of the tenant at the villa.

You will need to leave a guarantee (1.000 euros by cheque) at the time of the handing-over of the keys. It will be fully restored, at the end of your stay – after the inventory and the end of stay cleaning - if no damage causing expenses is noted or at the latest 10 days after the end of your stay if expenses must be evaluated and deducted. The cost of replacement of the various pieces of the contents is available upon request from the owner , who will take care of the replacement

Cancellation

In the event of cancellation more than two months before the date of the beginning of hiring, 50 % of the amount of the deposit of reservation will be retained by the owner. For a cancellation after this date, no refund will be possible, even if it is due to a cause beyond control and the down payments will be entirely preserved by the owner.

Interruption of the stay

In the event of interruption of the stay by the customer, no refund will be granted, even if this interruption is due to a case of absolute necessity.

Arrival and departure

On the day of arrival of the tenant, the owner or his representative will be there to welcome the tenant, make an inventory of the place and its contents, contradictorily, and to hand in the keys. He will indicate the procedure concerning the various appliances and will answer questions.

It is recommended to the tenant to communicate complete information regarding his arrival (time of arrival, mobile telephone n°...) so that the owner can organize the reception.

The place of meeting between the owner and the tenant will be the rented villa.

The villa is available on the first day according to the contract starting from 16.00 and must be released the last day before 10.00 a.m.

As mentioned earlier, a thorough cleaning at the end of the stay will be organized after the departure of the tenant, you are requested to restore the place in the state of cleanliness in which you found it. Putting all utensils where they belong will allow a fast inventory.

Insurance

The property is offered insured by the owner but this insurance does not cover the tenants in the event of theft of personal objects or accidents of their own do. An insurance for their vacation and Civil liability must be owned or taken by the tenant, who will provide its certificate upon request.

Capacity of lodging

The rented property must not be occupied by a higher number of people than what was indicated to the owner, except if prior agreement is given by the owner in writing.

In any case the reservation is established for a number of maximum 8 people : i.e. 6 (six) adults maximum plus possibly 2 (two) children under 12 years of age . If the number of adults/children, upon arrival or during the stay, exceeds the capacity of reception indicated in the description (including children and babies), the owner will be able to :

- break the hiring contract (without refunding the tenant) and prohibit access to the villa.
- claim the sum of 200 euros per additional person and per week.

Obligation of the tenant

The tenant commits himself to taking the rented place in the state it is at the time of his entry and such as it will have been described in the documents he received. He is responsible for degradations and loss which happen because of him or the people who compose his group, during the period of stay.

This clause also applies to the household linen, curtains and to the building in general.

If necessary, the tenant will be charged :

- the value of broken or cracked objects
- the price for washing or cleaning carpets, covers, mattresses, bed linen etc which would have been stained.

The customer must use the pieces of furniture and objects furnishing the house in the way they are intended to be used and in the places where they are. He should not transport them out of the rented buildings or move them from their initial space.

The customer must not throw out in wash-basins, bidets, sinks, laundry room, WC, showers etc... the objects likely to block the drains or to disturb the correct operation of the septic tank, or else, he will be charged the expenses caused for the repair of these appliances.

The customer will have to allow urgent work necessary for the maintenance of the rented buildings and equipments. Twice a week, the tenant will leave free access to the maintenance personnel taking care of the swimming pool and of the garden.

The swimming pool users must take a shower before using the pool.

The tenants cannot go out of the villa with kitchen utensils (drinking cups, knives and others) or provided linen.

It is formally forbidden to organize parties or receptions (for example marriage, birthday...) by inviting people or having activities disturbing the calmness of the place.

The cooker works on gas (LPG Butagaz). In case the gas bottle is empty the tenant will proceed with his replacement by another bottle found on the spot, in the garden shed. In this case, he will inform the owner, at the latest on the day of his departure, so that the replacement of the empty bottle by a new refill can be done.

Obligation of the owner

The owner is responsible for the good delivery of the rented place, in particular with respect of the information contained in the description. He commits himself to deliver the buildings, material and the installations in a state of perfect maintenance and to provide the services and the equipment as arranged, in particular to maintain the garden and the swimming pool and to ensure the correct operation of the installations and appliances.

The day of arrival, the owner or his representative begin to await the tenant as of 4.00 p.m. or the agreed hour and to give him all the useful information to facilitate and ensure a pleasant stay. In the same way, for the departure, the time for leaving will be agreed between the tenant and the owner, in general before 10 .00 a.m.

Use of the place

For the tenants, an inventory is established jointly and signed by the tenant and the owner. This inventory constitutes the only reference in the event of disagreement concerning the inventory. The tenant is responsible to take care of the place in a respectable manner and to make sure that it is the same with all the family or the joint tenants.

The state of cleanliness of the place at the arrival of the tenant will have to be part of the inventory. The cleaning of the buildings is the responsibility of the tenant for the rental period as well as the cleaning expenses at the end of the stay. Cleaning personnel could be obtained during the stay upon request.

Use of swimming- pool

According to the law, the swimming pool is equipped with a device to prevent the drowning of children under 5 years of age (norm NF P90-308 - covers). The occupants must respect and make respect the rules as required by legal texts. Respecting the rules is within their own competence and they will be held responsible if they do not respect them. The owner will under no circumstances be held responsible for the non application or for the non respect of legal regulations and conditions of use recommended by the manufacturer of the security device.

A security device does not replace the vigilance of responsible adults, who must constantly and actively watch young children. Adults in charge must read and know the security instructions of the installed device, which insures protection for young children only when locked. A young child must never be let alone by the pool, even for a few moments and must be supervised at all times.

The tenant will receive from the owner, as an annex to the rental conditions, the precise regulations regarding the security device of the swimming pool, on the day of his arrival, together with the keys.

We wish you a very good stay at "La Magnanerie" in Luberon.