

## **General Conditions 2025 Village Des Éléments, which includes the gîtes de L'Air, de Feu and de la Terre.**

These general rental conditions apply to reservations and agreements relating to Village des Éléments, standing and situated at 95 Impasse de la Grange, Le Tondu, 24440 Naussannes in France.

In these general rental conditions, the term “tenant” means the person who enters into an agreement with the Landlord with respect to rental of the vacation home.

These general rental conditions apply regardless of your (prior) reference to any terms and conditions of your own or to other general conditions. We reject all general conditions referred to or used by you.

Any agreements deviating from these general rental conditions are valid only if agreed in writing.

### **RESERVATION**

We only accept reservations from persons 18 years of age or older. Reservations by persons under that age are therefore not valid

Conditions:

#### **1. RENTAL AND HIRE**

- a. The parties hereby conclude a rental and lease agreement concerning a vacation home, located in Naussannes, hereinafter referred to as “the leased property”.
- The agreement concerns the rental of the cottage for recreational use, which by its nature is of short duration.
- b. With inventory according to specified list present in each cottage.
- c. The rented property may not be occupied by more than 6 people. The tenant is not allowed to (sub)rent or give the rented property in use to others in whole or in part.
- d. No pets are allowed in the rented property.
- e. The rental price will be published on the website [www.villagedeselements.com](http://www.villagedeselements.com) and will be adjusted annually.
- f. The rental price is the amount for the use of the gîte, including the use of the fixed inventory, and including the use of water/light, bed linen (comforters, pillows, comforter covers and (fitted) sheets, bath linen, bathrobes and kitchen linen (hand and tea towels), for a maximum of 6 persons. Final cleaning included.
- g. Not included in the rent is the tourist tax of the municipality of Naussannes and any meals booked on arrival.
- h. Moving closets and beds, as well as sound or television equipment or taking outside any part of the indoor inventory -except of course dishes, glasses and cutlery for your meal outside- is expressly not allowed.
- i. Holding parties etc. in the rented property is not permitted.
- j. Walking on the premises is entirely at your own risk.



VILLAGE DES  
**ÉLÉMENTS**

## 2. STAY IN THE GITE

- On the day of arrival you can use the gîte in principle from 16.00 o'clock. On the day of departure the gîte must be vacated by 11.00 am at the latest. (Different times in consultation, based on availability and extra charge € 15.00 per hour).
- The cottage is non-smoking. Smoking is allowed outside on the terrace.
- Outside it is only allowed to make an open fire with a brazier in the designated area.
- Although the use of water and electricity is included, we ask that you use them sparingly.
- Barbecuing with the provided bark is allowed.
- Subletting or subletting is expressly prohibited.
- Staying more persons in a vacation home than agreed upon on the reservation, or than the applicable maximum of 6 persons for the home is expressly not allowed without our permission, unless otherwise agreed upon in writing. This may lead to premature termination of the rental agreement on our part, without refund.
- The cottage has a (wireless) internet connection which the tenant can use, the following applies: The tenant is himself responsible and liable for his own internet use and if any fines are imposed (in connection with illegal downloading/ uploading or streaming from the internet they will be charged to the tenant. The press  
The personal data of tenant/infringer will be disclosed at the request of authorities/copyright holder(s). All costs to be incurred by the lessor in connection with such infringement will be recovered from the lessee.

## 3. NAME(S) TRAVELLING COMPANIONS:

A list of names and addresses of the party will be provided to the lessor upon reservation (for the purpose of administration required by municipality of Naussannes).

## 4. FINANCES

- The deposit (30% of the rental price) must be paid directly in the booking module. The remainder at least 8 weeks before arrival.
- A security deposit (see article 5 below) of € 350,00 or € 500,00 depending on which cottage is rented; must also be paid in advance. Simultaneously with the final payment.

## 5. DEPOSIT

The landlord will refund the deposit after the end of the stay minus what the tenant owes the landlord (see article 4 and article 9). (no later than 7 days after the end of the rental period).

## 6. CANCELLATION

If for any reason the tenant cannot, will not or will not accept the rented property on the agreed date, he must notify the lessor immediately. A telephone notification of this must be confirmed in writing or by email.

- In case of cancellation within 24 hours after booking, no costs will be charged.
- In case of cancellation up to the 42nd day before the start date of the rental period, 30% of the rental price is due.
- If canceled from the 42nd day to 28th day to the start date of the rental period, 60% of the rental price remains due
- In case of cancellation from the 28th day to the start date of the rental period, 90% of rental price remains due.
- In case of cancellation on the start date or later the cancellation fee remains 100% of rental price due.

## 7. OBLIGATION LANDLORD

The landlord is obliged to make the rented object available to the tenant in good condition on the agreed date and time.

## 8. OBLIGATIONS OF THE TENANT

The tenant is obliged to use the rented object properly and to leave the rented object in good condition, neat and tidy.

## 9. DAMAGE

The tenant is liable for damage to the rented property, including damage to or loss of (part of) the inventory, caused during the rental period, unless the tenant can make it plausible that the damage cannot be attributed to him, his family members or guests. Any amount paid out under any insurance will be deducted from the damage amount.

## 10. REPAIR COSTS

The costs of normal maintenance and repair of defects shall be borne by the lessor. If defects occur, the lessee must notify the lessor immediately.

## 11. DEFAULT BY THE LESSOR

If the Landlord fails to fulfill its obligations, the Tenant has the right to demand performance and/or compensation. If the default gives sufficient cause, the the tenant has the right to dissolve the contract without court intervention. If the Tenant wishes to exercise this right, he must immediately notify the Landlord in writing, giving reasons. In this case, the landlord will immediately refund all or part of the rent, depending on the nature and duration of the default. Tenant retains the right to compensation.

It is hereby noted, that landlord cannot be held responsible for any disruption, modification or prevention of the tenant's stay, if this is due to unforeseen or insurmountable events beyond his control (in particular: RIVM measures regarding Covid-19). Landlord cannot be held responsible for inconveniences caused by the work of third parties, such as municipality, province, gardening companies, etc.

Landlord declines any responsibility for loss, theft or damage to luggage, personal property or vehicle, as well as costs, resulting from not reaching the gîte in time due to the delay.



## 12. DEFAULT OF THE TENANT

If the tenant has not paid the rent on the due date or does not comply with other obligations under this agreement, the landlord has the right to demand compliance and/or compensation.

If the default gives sufficient reason to do so, the landlord has the right to cancel the agreement, right to dissolve the agreement without court intervention. If the landlord wishes to exercise this right, he must immediately notify the tenant in writing and with reasons. Landlord retains the right to damages.

## 13. CHANGES

We reserve the right to change our privacy policy at any time. The changes will take effect at the time announced.

## 14. APPLICABLE LAW

French law applies to these General Terms and Conditions and/or agreement.

Disclaimer:

Village des Éléments can in no way be held responsible (or accept liability) for the conduct of its tenants with respect to the Corona measures imposed by the government and for the possibility of its tenants being exposed to any Corona contamination.



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