

VillaSud Additional Terms & Conditions

Index:

- Article 1 - Definitions
- Article 2 - Applicable conditions
- Article 3 - In general
- Article 4 - Booking request
- Article 5 - Booking confirmation
- Article 6 - Conclusion of the agreement
- Article 7 - Rent and payment
- Article 8 - Cancellation and changes by the Tenant
- Article 9 - Insurances
- Article 10 - Liability of Tenant and Owner
- Article 11 - Deposit
- Article 12 - Arrival and departure
- Article 13 - House rules
- Artikel 14 - Number of Travelers
- Article 15 - Swimming pools
- Article 16 - Termination of Agreement
- Article 17 - Complaints over Holiday home

Article 1 - Definitions

1.1 Tenant (ANVR Conditions : Traveler) : A natural person or legal person that directly or through a Third party orders VillaSud to advise them and to mediate in the establishment of a rental Agreement for a Holiday home between the Tenant and the Landlord in the relevant period.

1.2 Accompanying traveler(s): The person(s) who as a result of the agreement between Tenant and Landlord stay in the holiday home and therefore accept the general terms & conditions.

1.3 VillaSud: The private company VillaSud BV, which is commissioned to advise, inform and mediate in the conclusion of a rental Agreement between Landlord and Tenant relating to one or more Holiday homes.

1.4 Landlord: The accommodation provider, travel organization and/or other landlords in the field of travel with whom the Tenant enters an agreement and which, subject to applicable terms and conditions, is solely responsible for the execution of the service

1.5 Property Manager: The natural or legal person that represents the Landlord on site and takes care of the reception, key handover and the checkout of the tenants.

1.6 Third Parties: Other (legal) person(s) than VillaSud, the Landlord or the Tenant.

1.7 Reservation request (ANVR Conditions:Order): By placing a reservation request, the Tenant orders VillaSud to book a Holiday home in the specified period in his name.

1.8 Agreement (ANVR Conditions:Agreement): The Agreement between Tenant and Landlord for the Holiday home rental.

1.9 Holiday home (ANVR Conditions:Accommodation): The concerning rented holiday accommodation with any yard, other structures (swimming pool(s)), inventory and all (movable) property, as described on the Website, belonging to the concerned Holiday home. In certain cases, certain spaces, such as garages or private rooms are closed to the Tenant.

1.10 Reservation or Booking confirmation (ANVR Conditions: Order confirmation): In which the agreement by VillaSud, on behalf of the landlord, to rent the holiday home is confirmed to the tenant.

1.11 Website: The website(s) of VillaSud with the following internetaddress: www.villasud.nl, www.villasud.be, www.villasud.com and www.villasud.com/fr.

1.12 ANVR Conditions: ANVR Booking Terms for single travel services (Section 3 of the ANVR Traveller Terms), that the VillaSud Additional Terms & Conditions complement. In case of conflict between the ANVR conditions and the VillaSud conditions, the ANVR conditions take precedence.

1.13 Additional Terms & Conditions: VillaSud Additional Terms & Conditions .

Article 2 - Applicable conditions

2.1 These Additional Terms & Conditions complement the ANVR Booking Terms for individual single travel services (Section 3). Occasionally we offer a summarized, complemented clarification of the conditions of ANVR and/or refer to the relevant article.

2.2 These Additional Terms & Conditions also contain the rental conditions of the Landlord(s) with Holiday homes on our Website for the Tenant(s).

2.3 By placing/providing a Reservation request, the Tenant agrees to both the in article 2.1 mentioned Terms & Conditions as to these Additional Terms & Conditions.

2.4 Dutch law applies to the Agreement and also to changes and additions thereto, unless other laws apply under mandatory rules.

Article 3 - In general

3.1The information on our Website was carefully drafted. Through circumstances, the photos or descriptions may no longer correspond to the current state of the Holiday home. For example, the interior of a Holiday home may have changed. Also mentioned distances are an approximation. As long as there are no major differences between current state and provided information, you cannot file a complaint to VillaSud or the Landlord.

3.2 The personal data requested from the Tenant and Accompanying travelers by VillaSud, the Landlord and the Property manager are required for the realization and correct implementation of the Agreement. VillaSud states on its Website in a [Privacy Statement](#) how the personal data is handled.

3.3 All mentioned rental prices and costs, as stated on the VillaSud Website, are always in euros and including VAT. If you pay in a different currency, the price difference due to the exchange rate has to be paid by the tenant.

Article 4 - Booking request

4.1 By placing a booking request, you as a Tenant give VillaSud instructions to reserve the Holiday home. The Tenant is then bound to pay the cost, mentioned in article 7, paragraph 6, to VillaSud and the Landlord regardless of whether a Booking confirmation can immediately be sent to the Tenant (see also: ANVR Conditions, articles 2.1 and 2.2)

4.2 When making a Reservation Request via the internet, VillaSud organizes the reservation process in such a way that the Tenant is informed before entering into the Reservation Request that he enters into an Agreement (see also: ANVR Conditions, Article 2.6).

4.3 VillaSud is entitled on behalf of the Landlord to reject a Booking request, even if the desired object is still available in the desired period. VillaSud is also entitled to set additional terms and conditions.

Article 5 - Booking confirmation

5.1 The Booking confirmation will generally be sent to the Tenant within 24 hours of placing a Booking request. This confirmation serves as the proof of the Booking confirmation described in the Agreement between Landlord and Tenant during the period mentioned in the Booking confirmation. (see also: ANVR Conditions, article 2.3)

5.2 Within two days of receiving the Booking confirmation, the Tenant can, free of cost, have any errors in the Booking confirmation corrected by VillaSud, in the absence thereof, the Booking confirmation will serve as a proof of the existence and content of the Agreement (see also: ANVR Conditions, article 2.3, 2.4 and 2.5).

Article 6 – Conclusion of the agreement

6.1 VillaSud advises, informs and /or mediates in the conclusion of agreements in the field of single travel services. The Agreement is concluded between the Landlord and the Tenant. (see also: ANVR Conditions, Article 1)

6.2 If an Agreement is concluded via the mediation of VillaSud, the Agreement is concluded as soon as the Booking request has been received by VillaSud and the booking has been confirmed by VillaSud in writing to the Tenant by means of the Booking confirmation. This Agreement is still subject to the resolutive condition that the Landlord not reject it within two working days, for whatever reason, for example the desired object cannot be rented in the desired period (see also: ANVR Conditions, article 2 & 3).

Article 7 – Rent and payment (see also: ANVR Conditions, article 4)

7.1 The Landlord has authorized VillaSud to change the rental price and any additional rental costs, as well as to collect the deposit on his behalf (“Rent”). The Booking confirmation contains a cost overview and is also the invoice for the rent.

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

7.3 VillaSud charges a one-off amount per reservation, in which all fixed cost for additional services are included. On your online quote and on your Booking confirmation at “Service Package” you will see – in addition to the rental price of your villa – the total amount. An overview of the services included in the **“Service Package”** can be found at our website.

7.4 In addition to the services, which are included in the **“Service Package”**, you can request a number of extra, optional services, such as: usage of pool heating, air conditioning, interim cleaning, bringing pets, a cot, etc. An additional fee might be charged for this.

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

7.6 No less than seven days after receiving a Booking confirmation from VillaSud, a deposit has to be received by VillaSud, as stated on the Booking confirmation, unless VillaSud and the Tenant agreed otherwise.

7.7 The remainder of the invoice amount, which is stated on the Booking confirmation, must be paid into the bank account of VillaSud no later than eight weeks before the beginning of the stay, unless VillaSud and the Tenant agree on an adjusted payment arrangement.

7.8 When booking for a stay within the next 8 weeks, the full invoice amount, as stated on the Booking confirmation, has to be paid by telephone bank transfer.

7.9 If the (down)payment is not or not made on time, the Tenant is in default and the Agreement is canceled, unless VillaSud and the Landlord decide otherwise. In case of a cancelation, the Tenant has to pay the cancelation fee, as described in article 8.2, and statutory interest from there on (see also: ANVR Conditions: Article 7)

7.10 VillaSud is then entitled to charge the costs as referred to in article 7.9 or to offset the costs with already received deposit(s).

7.11 The amounts due must always be received in full by VillaSud before access to the Holiday home can be granted. The amounts due can be paid using the VillaSud indicated payment methods. Creditcards and cash payments are not accepted.

7.12 After full payment of the invoice, the Tenant will receive the travel documents via e-mail approximately two weeks before the beginning of the stay. These contain the address of the Holiday home, the name and phone number of the Property manager and practical information about the Holiday home.

Article 8 - Cancelation and changes by the Tenant

8.1 The Tenant is entitled to cancel or change an Agreement in writing within two working days after the receipt of the Booking confirmation free of charge, unless the stay in the holiday home falls within one month of the Booking confirmation.

8.2 After the period stated in 8.1, the Tenant is only entitled to written cancellation against payment of the following cancellation costs:

a.) If canceled eight weeks or more before the beginning of the stay: the invoiced cost for the “Service Package” and 35% of the invoiced rental fee;

b.) If canceled within eight weeks before the beginning of the stay or in the event of an early termination of the stay: invoiced cost “Service Package” and the full invoiced rental fee.

8.3 If the Tenant wishes to change to rental period or other essentials of the rental Agreement, then the Landlord’s explicit permission is required. If the permission is not granted and the Tenant therefore wishes to terminate the rental agreement, the provisions of article 8.2 apply.

8.4 Canceling or changing the rental Agreement by the Tenant also counts as cancellation or change for Accompanying travelers.

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

8.6 A request for cancellation or change of the rental Agreement as referred to in article 8.1 to and with article 8.4 must be addressed in writing to VillaSud, who will deal with the request on behalf of the Landlord

8.7 Tenant is aware that he books individual accommodation with Landlord through VillaSud and not a package holiday. This means that in the event that Tenant or Accompanying travelers cannot travel to the South of France due to travel restrictions, as caused by Covid-19, he is not entitled to a refund. Also in that case the provisions of article 8.2 apply. Tenant is advised to take out insurance for this.

8.8 If the Tenant or Accompanying travelers take out cancellation insurance, then this can be invoked in order to be reimbursed for the cancellation costs described in article 8.

Article 9 - Insurances

9.1 VillaSud strongly advises Tenant and Accompanying travelers to always take out cancellation insurance with their local agent or check if their existing cancellation insurance provides coverage for your booking with VillaSud.

9.2 VillaSud cannot take out travel and/or cancellation insurance for tenants residing outside the Netherlands.

9.3 Tenants are also advised to check with their local agent if their cancellation insurance provides coverage in the event that Tenant and/or Accompanying travelers cannot travel to the South of France due to travel restrictions, as caused by Covid-19.

9.4 If the Tenant does not insure itself against these risks, any cancellation costs as referred to in Article 8.2 are for the Tenant’s own account and VillaSud cannot issue a refund.

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

Article 10 – Liability of Tenant and Landlord

10.1 The Tenant has a general duty of care for the Holiday home during his stay and will behave like a good Tenant.

10.2 The Tenant is liable to the Landlord for any loss and/or damage incurred during the rental period of the Holiday home for the Landlord 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 the Holiday home through the Tenants actions, or by any animal or object under the Tenants responsibility.

10.3 Without prejudice to the provisions in article 10.1 and 10.2, if the landlord charges the Tenant damages, as described in article 10.1, the Tenant can appeal to his/her statutory liability insurance, as required by article 9 (5). 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.

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

10.5 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 Agreement.

10.6 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.

10.7 The Landlord is not liable for damage and costs that the Tenant and/or Accompanying travelers may suffer in the exercise of his profession or business, except in cases of intent or gross negligence on the part of the Landlord.

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

10.9 Many Holiday homes provide a Wi-Fi/internet access, which is exclusively intended for recreational use and is never an essential of the Agreement. The landlord can never guarantee the functionality of the Wi-Fi/internet connection, even if the VillSud website indicates it is present at Holiday home. The (temporarily) lack of access to the internet can therefore not be used as a charge against the Landlord.

10.10 Many Holiday homes provide the possibility for extra pool heating if desired by the Tenant. This offer is never an essential part of the Agreement. The Landlord can never guarantee the temperature level of the swimming pools, even if the Website indicates that pool heating is present at the Holiday home. If (temporarily) the swimming pools cannot be used as a result of temperature levels, the Landlord cannot be held accountable for this.

10.11 Without prejudice to the provisions of the previous paragraphs of article 10, the total liability of the landlord for possible direct or indirect damage the Tenant and/or Accompanying travelers suffers as a result of their stay in the Holiday home is at all times limited to a maximum of three times the total rental price, unless there is intent or gross negligence on part of the Landlord.

10.12 In case of an early departure (without consultation and prior written agreement with the Landlord) from the Holiday home, the total rental amount remains due and releases the Landlord from any obligation for compensation.

10.13 All rights stipulated in this article for the Landlord can be regarded as a third-party stipulation for the Landlord which has been accepted by the Tenant upon acceptance of the Agreement.

Article 11 - Deposit

11.1 All Landlords providing Holiday homes through mediation of VillaSud, view a deposit payment by the Tenant as an imperative condition. This serves the Landlord as a security for any damage or additional costs caused by the Tenant (e.g. cleaning costs, costs for breakage, damage, stay with exceeding amount of person than agreed, serious nuisance, etc.). The deposit amount is stated on the Booking confirmation. VillaSud has no control over the deposit and the reimbursement is a subject between Landlord and Tenant.

11.2 The deposit must be paid in cash at a number of Holiday homes on arrival and will be refunded on departure by the Landlord or Property manager, less any additional costs and / or damage caused by the Tenant. If the deposit is not refunded in cash upon departure, the deposit will be refunded to the Tenant's bank account. The same applies to Tenants who leave before the agreed time, whereby the Property manager cannot personally check out tenants. In many cases, VillaSud collects the deposit on behalf of the Landlord with the final payment of the Tenants invoice. VillaSud is obliged to make the deposit available to the Landlord at its first request. After the rental period has expired, the deposit can only be refunded with the Landlords consent. Landlord's permission must be given within 14 days after the end of the rental period, failing which VillaSud can return the deposit to Tenant on its own authority.

11.3 After the rental period has ended, the Tenant must provide VillaSud and/or the landlord and/or the Property manager the details of the bank account on which the deposit should be refunded. Provided the Landlord's permission has been granted, VillaSud will refund the deposit as quickly as possible and in any case within 14 days of the Landlord's permission.

11.4 Upon departure, the Tenant must check-out in presence of the Landlord or the Property manager. If the departure time is changed during stay, the landlord or the administrator must be informed. Any damage or breakage must be reported to the Landlord at the latest upon departure.

11.5 If the Landlord does not give VillaSud permission to refund the deposit, VillaSud will immediately inform the Tenant of this. For substantive questions about settlements with the deposit, the Tenant must contact the Landlord or Property manager.

Article 12 - Arrival and departure

12.1 Unless agreed otherwise, check-in on the first day of stay takes place between 4pm and 7pm, whereas the check-out upon departure must take place before 10am.

12.2 On arrival day, the tenant must always call the Landlord or the Property manager two hours in advance in order to communicate the expected time of arrival at the Holiday home.

12.3 Arrival after 7pm is not possible, unless agreed otherwise. If the Tenant arrives later than 7pm, he must contact the Landlord or Property manager by phone. For this extra fees may be charged by the Landlord or Property manager.

Article 13 - House rules

13.1 If additional house rules apply in the Holiday home, the Tenant must comply with them without exception. If additional house rules apply, the Landlord will make a copy of those available to the Tenant.

13.2 Smoking is not allowed in the holiday home. Ashtrays may be present but are intended for outdoors.

13.3 The final cleaning is mandatory and the extra fee is stated on the Booking confirmation. This does not exempt the Tenant from leaving the holiday home in a clean and tidy way.

13.4 The Tenant is expected to dispose of household waste, bottles, paper, etc. and to clean the barbecue before departure. The dishwasher and refrigerator must also be emptied.

13.5 Landlord and/or Property manager are entitled to withhold part of the deposit as additional cleaning costs if the Tenant defaults.

13.6 Bringing pets to the Holiday home is only permitted if the Landlord's permission has been granted in advance.

13.7 If the permission has been granted, this will explicitly be stated in the Booking confirmation. The surcharge for pets is 35€ per week.

13.8 Without any permission, bringing pets can be charged with a 150€ fine per day per pet. In addition, the Landlord can request additional compensation for any incurred property damage.

13.9 If pets are allowed by the Landlord, as stated in article 13.6, the Tenant is liable for any damage caused by the pets. The tenant must also ensure that access to bedrooms and swimming pools is restricted for the pets.

13.10 The Tenant is not permitted to sublet or otherwise rent the holiday home, make it available to third parties or use the holiday home and / or film it for commercial purposes, unless explicit written permission has been granted by Landlord.

13.11 The damage caused to the Landlord as a result of the violation of article 13.10 will be determined at a minimum of 300% of the invoiced total amount as stated in the Reservation Confirmation. This provision is a lawful penalty clause and applies without prejudice to the Landlord's right to terminate and/or fulfill the rental agreement and/or to demand (additional) compensation of any kind.

Article 14 - Number of travelers

14.1 The number of accompanying travelers agreed upon in the booking 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.

14.2 If more people than agreed upon stay overnight or camp on the property, the Tenant defaults on his obligations towards the Landlord and is also liable for any damages caused to the Landlord.

14.3 The damage caused to the Landlord as a result of the violation of article 14.1 will be added on top of a 150€ fine per day per exceeding person as agreed upon. This provision is a lawful penalty clause and applies without prejudice to the Landlord's right to terminate and/or fulfill the rental agreement and/or to demand (additional) compensation of any kind.

Article 15 - Swimming pools

15.1 Swimming pools can usually be used from mid-May to late September. Exceptions are possible in which context the Landlord accepts no liability for resulting damage.

15.2 The Landlord is responsible to properly secure their swimming pools in accordance with local laws.

15.3 Children under the age of 14 can only access swimming pools with swimming vest and under adult supervision. The swimming pool security should never be seen as a substitution for parental supervision for the children. The Landlord is not liable for any accident in a swimming pool belonging to a Holiday home.

15.4 The proper functioning of the pool security must be checked by the Tenant upon arrival and any defects must be reported to the Landlord immediately. Accidents resulting from deactivated security are the sole responsibility of the tenant.

15.5 The Tenant is not allowed to operate the technical installation of swimming pools. If any problem with the swimming pools arise (e.g. swimming pool turns green, defective sewage treatment or dysfunctional heating), the Tenant must immediately inform the Landlord or the Property manager in order to avoid damage.

Article 16 - Termination of agreement

16.1 The Landlord is entitled to immediately dissolve the agreement in writing or by e-mail and demand the eviction of the Tenant if the Tenant (and/or Accompanying traveler(s))

(i) seriously neglects his duty of care for the holiday home, or

(ii) accommodates more or different Accompanying travelers and/or pets than agreed upon, or

(iii) damages the Holiday home, or

(iv) causes nuisance, or

(v) otherwise does not fulfill his obligations as a good Tenant.

16.2 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 in article 16.1.

16.3 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.

16.4 In the implementation of paragraph 1 and 2 of article 16, the Landlord can be represented by VillaSud.

Article 17 – Complaints over Holiday home

17.1 A complaint about the holiday home must always be submitted directly to the Landlord or Property manager within 24 hours after it has arisen, so it can properly be addressed. The Tenant must always give the Landlord the opportunity to repair any defects and grant access to the Holiday home.

17.2 If the complaint is not resolved in a satisfactory manner, the Tenant must submit, no later than 2 weeks after the rental period ends, the, to the Landlord addressed, complaint in writing to VillaSud with all relevant information and accompanied by evidence in form of witness statements and/or photos.

17.3 VillaSud will pass on the complaint to the relevant Landlord. In a situation as referred to in paragraph 2 of this article 17, VillaSud will contact the Landlord and mediate between Tenant and Landlord in order to find an amicable solution. The provisions of this article 17.3 are only a best effort obligation for VillaSud

17.4 If no amicable solution to the complaint is reached between the Tenant and the Landlord, VillaSud will, at the Tenant's request, notify the Landlord's available information to him/her in order to give the Tenant the opportunity to file a claim for compensation against the Landlord.

17.5 If the tenant does not comply with terms & conditions set in this article, he loses the right to compensation, to the extent that any right to compensation already exists.

17.6 If the complaint of the Tenant has not obtained a satisfactory and timely solution, the Tenant if he/she wishes to do so, brings the dispute to the Geschillencommissie Reizen (Travel Disputes Committee), Postbus 90600, 2509 LP Den Haag (www.sgc.nl), no later than twelve (12) months after the Tenant submitted his/her complaint to the travel agent. The Committee only processes complaints from natural persons (see also: ANVR Conditions, article 9).

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