

Rental and Reservation Conditions

Château du Bois Noir



Clause 1 – Statement

In these General Rental Conditions the following definitions apply.

A. Château du Bois Noir: the company which offer the accommodation to one or more persons against payment.

B. Rental Agreement: the agreement under which Château du Bois Noir binds itself towards its contracting party to provide an accommodation offered by it.

C. Tenant(s):

a. the contracting party of Château du Bois Noir;

b. the party on whose behalf and with whose approval the Rental Agreement has been concluded, or

c. the party who, in accordance with Clause 9 of the present General Rental Conditions, has taken the place of the original contracting party of Château du Bois Noir.

D. Co-Tenant: Person(s) who accompany the tenant in the same accommodation.

E. Owner: Legal owner(s), mister H.T.M. van Ampting, or representative, of the rental accommodation

F. Manager: Person designated by the owner to manage the property and carry out relevant duties concerning that property.

G. Rent: Rental price of the accommodation.

H. Total Amount: Rent plus any other extra amounts included the Security Deposit due to Château du Bois Noir.

I. Written Communication/announcement: Messages sent either by post or via email.

J. The stay: The accommodation of Château du Bois Noir.

Clause 2 – Application of Rental and Reservation Conditions.

2.1. The conditions concerning rental and reservation are applied to all proposals, offers, contracts and services provided from, with and through Château du Bois Noir. Other conditions are applicable only after a written acceptance from Château du Bois Noir. Actions and/or verbal agreements by employees of Château du Bois Noir which run contrary to the general conditions are only valid if they have been confirmed in writing.

Clause 3 - Conclusion of the Tenancy Agreement.

3.1. The Tenancy Agreement shall be concluded as soon as the tenant(s) has/have accepted the offer of Château du Bois Noir. This acceptance is only possible through the booking site of Chateau du Bois Noir. The tenant (s) receives the confirmation and the invoice by email immediately after this electronic booking.

3.2. The offer of Château du Bois Noir shall be without engagement and may if necessary be revoked by Château du Bois Noir. This revocation may take place up to 48 hours after acceptance by the tenant (s) at the latest.

3.3. The rental agreement is immediately definitive when the accommodation is booked through the booking site of Chateau du Bois Noir. During this booking, a deposit of 30% of the Total Amount will be made by the tenant (s).

Clause 4 – Payment.

4.1. Immediately after the conclusion of the Tenancy Agreement, an advance payment shall be made by the tenant(s) of an amount equal to 30% of the total amount that has been agreed, unless expressly agreed otherwise in writing.

4.2. The remainder of the total amount (Total Amount -/- 30%) must have been credited to the bank account of Château du Bois Noir 30 days before the date of arrival at the latest.

4.3. In case of late payment – and after a summons and after the period set in the summons has lapsed the Tenancy Agreement may be cancelled by or on behalf of Château du Bois Noir with immediate effect.

In that case Château du Bois Noir has the right to stop tenant access to the accommodation, without prejudicing its rights to the full amount owed of the agreed total amount.

4.4. If the Rental Agreement is concluded within 30 days before arrival, the total amount will have to be paid.

4.5. If the tenant (s) pay the deposit of 30% and the remainder of 70% of the total amount with iDEAL, SEPA direct debit or SEPA transfer, no costs will be prohibited for this payment method. If the tenant(s) opts for a payment method of Mastercard, Visa credit card, American Express, Bancontact, PayPal, KBC/CBC payment button, Belfius Pay Betton, ING Home'Pay, Sofort Banking, CartaSi, Carte Bancaires or another credit card, the costs for this payment will be borne by the tenant (s).

Clause 5 – Rent.

5.1. The published rent shall apply per accommodation, unless stated otherwise.

5.2. The rent published on the site is based on the prices, levies, charges and taxes as these were known to Château du Bois Noir at the time of publication.

Clause 6 – Security Deposit.

6.1. Prior to the stay in the accommodation rented from Château du Bois Noir, the tenant(s) shall provide a security deposit of € 1000.= to Château du Bois Noir. The security deposit is usually refunded within 8 days after departure, after deduction of a compensation for any damage to or loss of goods belonging to the accommodation, caused by the tenant(s). Château du Bois Noir may reserve the right to repay or return the security deposit later. Any costs of the chosen refund method will be borne by the tenant(s).

Clause 7 - Additional Costs.

7.1. Possible extra costs, such as reserved packages, dinners etc., must be paid in cash or by credit card to the accommodation manager.

Clause 8 – Information.

8.1. The Tenant(s) and the possible travel partner(s) shall provide Château du Bois Noir with all information required for the conclusion of the Rental Agreement and for the execution thereof.

8.2. On departure to, return from as well as during the stay in the rented object, the tenant(s) must be in the possession of the required (travel) documents, such as a valid passport, tourist card (where permitted) and a driver's licence and green card (if applicable).

8.3. If the tenant(s) is/are not able to make the trip (in full) due to the lack of any (valid) document, this with all consequences connected thereto shall be for his/their expense.

Clause 9 - Modifications by the tenant(s)

9.1. Any desired deviation from or addition to the offer of Château du Bois Noir shall require the express written consent of Château du Bois Noir.

9.2. Up to 28 days before the first day of the booked stay, the tenant(s) may request a modification of the Tenancy Agreement. This modification will in so far as possible be carried through. A condition in this shall be, that the tenant(s) pay(s) the modified Total Amount in accordance with the arrangement as specified in Clause 3, if applicable under deduction of already paid amounts. The tenant(s) shall in addition be held to pay the costs of the modification, set at € 40.00 per booking, plus any communication costs incurred in respect of the desired deviation or addition, such as telefax or/and telephone costs.

9.3. A decision on the requested modification referred to in paragraph 9.1 will be made as soon as possible. Any rejection shall be explained orally or in writing.

9.4. As from 28 days before the first day of the booked stay, any modifications shall no longer be possible.

9.5. If a request for a modification as referred to in paragraph 9.1 is rejected and the tenant(s) nevertheless maintain(s) his/their request for modification, Château du Bois Noir shall consider this to be a cancellation of the travel agreement, wherefore the cancellation conditions shall apply in accordance with the provisions set forth in Clause 12.

Clause 10 – Substitution.

10.1. If one tenant or several of the tenants are prevented to take part in the trip, this/these tenant(s) may on request be replaced by one other person or by several other persons; in this the conditions mentioned in paragraph 10.2 shall apply.

10.2. The conditions for substitution as referred to in paragraph 10.1 are the following:

- a. the other person(s) meet(s) all conditions that are connected to and arise from the Rental Agreement;
- b. the request must have been submitted 7 days before the first day of the booked stay at the latest, or so much earlier that the required acts and formalities may still be performed or carried out;
- c. conditions of other service providers involved in the performance may not conflict with the substitution.

10.3. The tenant(s) and the substitute(s) of the original tenant(s) shall severally be liable towards Château du Bois Noir for the payment of the part of the Total Amount that is still due, well as the additional costs that under these Rental and Reservation Conditions are for the charge of the tenant(s).

Clause 11 – Use of Accommodation

11.1. The tenant is held responsible for leaving the accommodation clean* and in an undamaged state, and must respect the Rental and Reservation Conditions as well as the rules drawn up by the Château du Bois Noir. Château du Bois Noir ask a damage deposit. (*by 'good state of cleanliness' the following is understood: sweep the floors; empty and take away used bin liners, packaging, removal of glass and plastic; tidy the kitchen, do the washing up and clean the barbecue).

11.2. If the tenant does not respect the rules mentioned in Clause 11, paragraph 1, Château du Bois Noir has the right to keep the deposit until he has covered any extra costs which may have been incurred.

11.3.

11.3.1. The number of guests admitted the rented accommodation must not exceed the number agreed. In case that you want to come with more people, you must always ask permission beforehand to Château du Bois Noir. If approved, it is possible that additional charges will be charged. The tenant himself needs to stay in the accommodation during the rented period, it is not allowed, without written consent of Château du Bois Noir, to close an agreement with any other party.

11.3.2. It is forbidden to camp in the grounds of the rented accommodation.

11.3.3. It is not allowed to hold weddings, (bachelor) parties, events etc. on or in the rented accommodation, except after explicit permission from Château du Bois Noir.

11.3.4. If the tenant does not respect the above, as mentioned in Clause 11, paragraph 3.1. up to and including paragraph 3.3. (even partially), Château du Bois Noir may terminate the contract with full rights. The tenant will not be able to claim back the Total Amount or compensation. The tenant will also lose his deposit. This deposit will be retained by Château du Bois Noir to cover costs arising from possible damage and any loss of earning from future rental.

11.4. The tenant will have the status as head of the family. Damages to the property or problems with the inventory, caused by the tenant or others in his charge, have to be sorted out with Château du Bois Noir by the end of the stay at the very latest.

Tenant has the responsibility to close an insurance for damages made to other properties or to have a liability insurance. At the request of chateau du Bois Noir, the tenant must immediately provide a copy of the relevant insurance policy to Château du Bois Noir.

11.5. The tenant(s) must not disturb their neighbours. They must respect the peace and calm of the neighbourhood. In all cases, between 23h00 and 08h00 they must respect their neighbours right to sleep. The owner/manager may add extra instructions on this subject, which must be followed by the tenant.

11.6. Pets or any other animals are not allowed in the rented accommodation except after explicit permission from Château du Bois Noir. If pets or any other animals are allowed after explicit written permission from Château du Bois Noir, please note (possibly next to the rules drawn up by the Château du Bois Noir), that it is not permitted to allow animals on the furniture not into bedrooms not into the swimming pool.

In the case where these rules are not respected, extra costs may be incurred by the tenant.

11.7. It is not allowed to illegally download videos or musique with the internet connexion in your holiday home. If internet access is being used for sharing illegal downloads, you risk a fine of up to € 1,500 (€ 7,500 for legal entities). Find all relevant information on www.hadopi.fr/acces-au-formulaire-reponse-graduatee-jai-recu-un-mail.

11.8. With regard to fire hazard and the new French law which is in force January 1, 2008, it is forbidden to smoke in each tourist accommodation. Therefore, it's not allowed to smoke in the rental accommodation.

11.9. In the rental accommodation available house rules are inextricably part of the reservation confirmation and should therefore be strictly adhered to.

11.11. The tenant(s) shall be held to notify the Management of Château du Bois Noir of any failure in the performance of the Rental Agreement established by him/them on the location, and shall do so in writing or in any other appropriate form as soon as possible and in any case within 24 hours after said establishment.

Clause 12 - Cancellation by the tenant(s).

12.1. In case of cancellation of the Tenancy Agreement by the tenant (s), the following cancellation costs shall be charged:

- a. in case of cancellation up to 60 days before the first day of the booked stay: the amount paid in advance;
- b. in case of cancellation as of 60 days before the first day of the booked stay: the Total Amount.

Clause 13 - Termination or Modification by Château du Bois Noir.

13.1. In case of serious or extraordinary circumstances (fire, natural disasters, violence of war, etc.), Château du Bois Noir may cancel the Rental Agreement, which will be notified to the tenant(s) immediately.

13.2. Any tenant(s) who (may) produce(s) such nuisance or trouble that a proper realisation of a stay in the rented accommodation as a result thereof is or may be hindered to a high extent, may be excluded by Château du Bois Noir from (continuation of) the stay if it reasonably cannot be required from Château du Bois Noir to further perform the agreement. All costs resulting from that shall be for the charge of the tenant(s), if and in so far as the consequences of the nuisance or trouble may be imputed to him/them.

13.3. Château du Bois Noir shall in case of a cancellation as referred to in paragraph 1 endeavour to offer an alternative in the form of an equivalent accommodation. If this is not possible, or if the tenant(s) does/do not accept the offered alternative, a refund of the full rent will be made. Any other loss as a result of the cancellation will not be compensated by Château du Bois Noir.

13.4. Cancellation by reason of over or double booking will be imputed to Château du Bois Noir.

Clause 14 - Modification by Château du Bois Noir.

14.1. Château du Bois Noir shall have the right to modify the Tenancy Agreement in case of circumstances as referred to in Clause 13, paragraph 1.

14.2. If on arrival of the tenant(s) in the accommodation it appears that a substantial part of the services to which the agreement relates are not provided, Château du Bois Noir shall endeavour to make appropriate alternative arrangements.

14.3. If a modification can be imputed to Château du Bois Noir, and the tenant(s) because of this suffer(s) damage, Château du Bois Noir shall be held to compensate that damage; the damage amount shall never exceed the total rent amount, however. Modifications due to over or double booking shall be imputed to Château du Bois Noir. If the cause of the modification may be imputed to the tenant(s), the costs thereof shall be for the charge of the tenant(s).

Clause 15 – Liability.

15.1. The tenant shall be liable for all loss and damage to the accommodation, and responsible for the inventory. The tenant is responsible for his own actions plus the actions or negligence of others within said accommodation with the permission of the tenant. If the property is not respected, such as leaving it in an unfit state, additional charges will be incurred by the tenant.

15.2 Château du Bois Noir shall be responsible for the proper performance of the obligations arising from the Tenancy Agreement, all this with due observance of the provisions set forth in the Clauses 11, 13, 14, 16 and 17.

15.3. Château du Bois Noir shall not be bound to any errors or mistakes in its website or in other publications.

15.4. Château du Bois Noir shall bear no responsibility for journalistic publications, texts, photographs, brochures and other information materials in so far as these have been issued or published under the responsibility of third parties.

Clause 16 - Force Majeure and Provision of Help and Assistance.

16.1. In case of force majeure, Château du Bois Noir shall not be liable for any failure to perform the Rental Agreement in full or in part. The term "force majeure" shall include the circumstance that the service providers whose assistance has been called in by Château du Bois Noir, or on which Château du Bois Noir depends, remain in default.

16.2. Château du Bois Noir shall offer help to any tenant(s) having difficulties, in so far as this is within its possibilities.

16.3. If the failure(s) in the performance of the Rental Agreement is/are imputable to Château du Bois Noir, any costs resulting therefrom shall be for the charge of Château du Bois Noir; the damage amount shall never exceed the total amount of the rent, however. The costs shall be for the charge of the tenant(s) if the cause of the failure(s) in the performance may be imputed to the Ttenant(s).

Clause 17 - Exclusion and Limitation of the Liability of Château du Bois Noir.

17.1. Château du Bois Noir accepts no liability whatsoever for any damage or bodily injury caused to the tenant(s), irrespective of by which cause that damage or bodily injury has arisen. We shall not be liable for any loss and/or theft of or damage to any property, money included. All this does not prejudice the liability of the Manager under any treaty and/or the law, however.

17.2. If Château du Bois Noir is liable towards the tenant(s) for loss of travel enjoyment, the compensation shall be equal to one time the rent amount at the most.

17.3. The exclusion and/or limitation of the liability of Château du Bois Noir set forth in paragraph 1 shall also apply on behalf of employees of Château du Bois Noir and service providers that have been called in, as well as their staff, unless any treaty or the law excludes the same.

17.4. Château du Bois Noir is not liable insofar as the tenant has been able to recover any damage under an insurance policy, such as a travel insurance or cancellation insurance.

17.5. The provisions included in these General Rental and Reservation Conditions regarding the liability of Château du Bois Noir in various cases do not apply when there is intent or fraud on the part of the tenant and / or co-tenants.

17.6. Château du Bois Noir accepts no liability for damage occurred during the stay in the holiday home of the Tenant, in any form whatsoever. Château du Bois Noir is not liable for malfunctioning of technical appliances in the accommodation, temporary or completely failure of internet and for disruptions in the accommodation and around of water and or energy supplies, nor for any not mentioned street and or building works around the accommodation, or for annoying situations inside or outside the accommodation.

Clause 18 - Complaints and Disputes.

18.1. If a failure in the performance of the Rental Agreement established at the destination as referred to in Clause 11, paragraph 10 leads to a complaint, this complaint will have to be submitted to Château du Bois Noir in so far as possible at the place of destination and as soon as possible, and in any case within 24 hours after the establishment, in writing or in another appropriate form. Château du Bois Noir will immediately endeavour to find proper solutions. If the complaint is not resolved satisfactorily, the tenant(s) may submit the complaint again to Château du Bois Noir in writing, substantiated with reasons, within one month after the return of the tenant(s) in his/their own place of residence at the latest.

Perpezac-le-Blanc, 26 February 2018