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General Conditions
Combe de Mas

Article 1. Introduction.

In these conditions the following is understood:

Lessor: A. Mestral de Combremont, 21 Kleverparkstraat, NL-2023 CK Haarlem, the Netherlands.

Telephone : **0031.23.855.0255 Haarlem (voip)**

Mobile : **0031 644702781 and 0031 628559089**

Telephone : **0033.553.311.075 La Roque-Gageac (During the season,)**

Stand-by : to be mentioned after booking if necessary.

E-mail : **haspidizo@gmail.com**

Rental Agreement: the contract whereby a lessor commits itself relative to the other party to provide the right of stay in the to be specified dwelling belonging to lessor, in this case in the 'Combe de Mas' in Gageac, La Roque-Gageac, Dordogne, France. The contract consists of the properly filled-out and signed booking form, the general conditions and the confirmation of the booking.

Renter: The person who signed the booking form as well as the co-renters of the rented property.

Currency: The amounts mentioned in these 'conditions' are in Euros and are (where and if applicable) inclusive of Value Added Tax ("TTC").

Article 2. Establishment and Content of this Agreement.

Lessor is not obliged to consider all applications for booking; lessor reserves the right at all times to refuse a booking without explanation. Lessor is also entitled to ask renter for additional information before deciding to accept a booking. Lessor will confirm the booking in writing within 10 days after receipt, along with the complete invoice. This invoiced confirmation is part of the rental agreement; renter is required to carefully check this document to ensure that it is correct in all details. Possible or supposed shortcomings must be reported in writing within 10 days of the date mark of the invoiced agreement and in any case before the start of the stay. After the booking confirmation has been received from the lessor, the renter must provide the required information on all the co-renters. All (co-) renters are in person responsible and liable for the rental agreement, engaged by them or by anyone in their name. All renters are severally liable regarding all obligations under the agreement.

Article 3. Payments.

Acceptance of the rental agreement involves also the compulsory and immediate payment of a sum equal to 10% of the total agreed-upon rental fee.

Stage 1: deposit of € 250 plus 10% of the total rental fee; this to accompany the booking.

The remainder may be paid in three stages: each of 30% of the total rental fee to be paid, before the ultimate dates, mentioned in the contract.

Tourism tax is included.

Note: payment on time means guaranteed reservation. This guarantee is void with late payments. This regulation prevents a reservation fee of coming into effect.

In case of Last-Minute-Bookings payment is either cash in full or immediate ("girotel") transfer in full.

Apart from the payments, all other articles of the agreement remain in effect.

Late payment means that renter is negligent by rights.

Article 4. The Key.

The key for the rented dwelling is put at the disposal of renter by lessor on a loan basis. The key remains the property of lessor. Loss, theft or any other form of disappearance results in an irrevocable payment of € 100 from renter to lessor. Renter states to have received the key, unless proof of the contrary. Under no circumstance will renter be allowed to keep the key. If, in spite of the agreement renter keeps the key, then he incurs a penalty by rights of € 500 , in addition to the real costs.

Renter will in due time be provided with information on how to pick up the key.

Article 5. The amount of Rental Fee.

The listed rental sum is for the entire front house or the entire rear apartment. The rental fee has been based on the prices, exchange rates, taxes and levies as known to lessor at the time of publication of the price list. This price list is not binding. Lessor reserves the right to change these prices. When booking the actual rental fee will be provided to renter. The rent does include the usage of water, electricity and gas. The price mentioned in the booking confirmation is binding.

Article 6. Information.

Renter is required to have a valid passport or valid tourist card during the period of stay. Renter is required to ensure that all users of the rented dwelling, included the under-age ones, have valid identification papers. Copies of all these documents are to be supplied to lessor upon confirmation of the agreement.

Article 7. Changes by Lessor.

After confirmation of the booking agreement renter may request changes. Up until 28 days before departure such changes may be granted by lessor as far as possible. The condition is that renter will make the additional payments involved in these changes in accordance with article 3 and with such reductions as amounts already paid. Renter is not permitted, however, to have him/herself replaced by another person and is not allowed to sub-let.

Article 8. Cancellation by Renter.

In case Renter wishes to cancel an already agreed upon booking, renter will have to pay cancellation fees. For those renters who were paying in stages, the cancellation fees will also be phased. The cancellation payments will then run along with the original phased payment plan. For example: renter has already paid stage 3, the cancellation fees are then 70 % of the rental fees. In case of a 100% prepayment the cancellation fees are calculated on the basis of the phased payment schedule. In case of overpayment, refunds will be made immediately by lessor.

Article 9. Changes possibly including Cancellation by Lessor.

Lessor is entitled to change the agreement on one or more essential points under pressing circumstances. With these are meant circumstances such that further continuance of the agreement in all reasonableness can no longer be expected. When and if the reason for the change can be ascribed to renter, the costs of the change will be passed on to renter. In case the change results in a saving for lessor, renter is entitled to his share of the saving.

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Lessor may also change the agreement in non-essential matters when important circumstances occur which of which renter is immediately notified. In such a case renter may refuse to accept the change if this change would mean a more than trivial disadvantage.

If lessor cancels a booking or if lessor has double-booked, then lessor will do his utmost to find a suitable alternative for renter. In case no such suitable alternative can be found, lessor will refund the already paid amounts.

Article 10. Liability and Force Majeur (Acts of God).

Irrespective of the conditions set under articles 8 and 10 lessor is obliged to carry out the agreement according to the expectations renter would have in all reasonableness from the agreement. In case the renting is not proceeding according to the expectations of renter as indicated in this article, renter is obliged to inform the as soon as possible as explained in article 12. In case indeed the renting is not proceeding as could be expected, the is obliged to pay damages incurred, unless these shortcomings in the fulfilment of the agreement are not caused by lessor. Force Majeur, also called Acts of God are abnormal and unforeseeable circumstances, independent of the wishes of the person who invokes them, the consequences of which could not be avoided, in spite of all normal precautions.

Whenever lessor is liable for damages suffered by renter, this liability will be restricted and limited to the extent of and in accordance with the relevant International Treaties. Neither does lessor accept liability for damages, compensation for which can be claimed on the basis of travel and/or cancellation insurance. In case lessor is liable to renter for the lack of renting enjoyment the compensation cannot exceed the agreed renting sum.

Notwithstanding the foregoing statements of this article the liability of lessor is limited to a maximum of three times the agreed upon rental fee, unless deliberacy or gross neglect is involved.

Lessor is obliged to make the holiday dwelling available and to leave it available as necessary for the agreed upon usage.

The rented dwelling is a holiday dwelling and is made available only for that purpose. As far as liability is concerned renter is referred to the article 203-211 of Book VII of the Netherlands Civil Code.

Article 11. Obligations of Renter.

Renter is obliged to conduct himself with regard to the rented dwelling as a responsible renter. The rented property is to be used as a holiday dwelling. Renter takes it upon him to abide by the house rules as supplied in the dwelling. All instructions by lessor are to be followed. It is essential for the correct execution of the renting that all instructions by lessor be followed, in order to prevent damages, caused by unwarranted actions as judged by the standards of a responsible renter.

Renter is liable during the period of renting for losses and theft of articles belonging to the holiday dwelling, as well as for all damages to that dwelling during his stay. Renter will be charged for all the damages caused by renter For this reason renter is obliged to have a travel insurance.

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In case the rental agreement has been concluded with more than one person, each of these persons is in rights and in proportion liable and responsible to lessor for all obligations of financial or other nature.

Irrespective of the possible legal liability of the causer, renter is still liable and responsible for damages, loss or theft as stated above caused, either directly or indirectly by negligence, by his co-renters, co-travellers and guests.

Renters who cause or may cause nuisances or other trouble such as to impair the correct execution of the rental agreement may be excluded from (the continuation of) the renting, in case in all reasonableness it cannot be assumed or demanded that the agreement will be correctly followed. All costs flowing from such situations are to be paid by renter to the extent that the troubles or nuisances can be ascribed to him. In case and to the extent that the exclusion cannot be blamed on renter, the rental fee or part thereof will be refunded to him.

Article 12. Interest and Collection Fees.

If renter is late in making the required payments to lessor, an interest of 1% for each month or part thereof of lateness will be charged. Furthermore renter is liable for payment of the non-judicial collecting fees to the amount of 15% of the amount to be collected, with a minimum of € 100 , unless this amount is unrealistic, considering the collecting effort.

Article 13. Complaints.

In the first instance any problem has to be reported to the manager of the holiday dwelling, if present, so that he/she may arrange for an immediate and suitable solution. If the problem cannot be solved within a reasonable period and if the problem diminishes the quality of the renting, it must immediately be reported to lessor. If the problem still is not solved to the satisfaction of renter and takes on the nature of a complaint, the renter must deposit such complaint without delay with the lessor, complete with motivation and explanation. Lessor will then offer compensation, if the complaint appears warranted to his judgement, this offer will consist of a discount in the rental fee.

Article 14. Netherlands Law.

This agreement is based upon Dutch Law. Lessor and Renter agree that whenever there is a conflict they will attempt to solve it amongst themselves. Otherwise the conflict must be brought before Dutch Court.

Article 15. Pets.

No pets are allowed on the premises.

Article 16. Deposit.

De deposit of € 250 may be earned back in total or in part through correct renting conduct, conforming to article 11. Checking of the dwelling after completion or the renting period will be performed before the next renter moves in. Refund of the deposit will be arranged as soon as possible but in any case before November 1 of the year of renting.