



VillaSud Additional Terms & Conditions

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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 or Booking request (ANVR Conditions: Order): By placing a reservation or booking request, the Tenant requests 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 All-in Price: The amount the tenant pays to stay in the Holiday home, excluding extra optional services, the security deposit and tourist tax as mentioned on the invoice.

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

1.13 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.

1.14 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

3.1 The information on our Website has been carefully put together. It is however possible that in time some of the photos or descriptions may no longer correspond to the current state of the Holiday home. For example, an interior of a Holiday home may have changed. Also mentioned distances are an approximation. As long as such changes do not involve essential or major aspects of the holiday home, any discrepancy between the current state and the provided information does not constitute grounds for filing a complaint with 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 it's 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 submitting a Reservation Request, you, as the Tenant, authorize VillaSud to act as an intermediary in establishing an agreement for a single travel service. This Agreement is concluded directly between the Landlord and the Tenant (refer to the ANVR Booking Conditions for single travel services, paragraph 3). The Tenant is obligated to pay the invoice specified in Article 7, paragraph 1, to the Landlord, irrespective of whether a Reservation Confirmation can be immediately provided to the Tenant (see also ANVR, articles 2.1 and 2.2).

4.2 When submitting a Reservation Request online, VillaSud structures the booking process to ensure that the Tenant is informed, prior to placing the Reservation Request, that they are entering into an agreement with the Landlord (see also: ANVR Booking Conditions, article 2.6).

4.3 VillaSud, acting on behalf of the Landlord, reserves the right to reject a Reservation Request, even if the desired property is available during the requested period. VillaSud is also

authorized to impose additional terms and conditions.

Article 5 - Booking confirmation

5.1 The Booking Confirmation will typically be sent to the Tenant within 24 hours of submitting a Booking Request. This confirmation serves as proof of the Booking Agreement between the Landlord and the Tenant for the period specified in the Booking Confirmation (see also: ANVR Conditions, article 2.3).

5.2 Within two days of receiving the Booking Confirmation, the Tenant may request corrections to any errors in the Booking Confirmation free of charge. If no corrections are requested within this period, the Booking Confirmation will serve as definitive proof of the existence and terms of the Agreement (see also: ANVR Conditions, articles 2.3, 2.4, and 2.5).

Article 6 – Conclusion of the agreement

6.1 VillaSud advises, informs, and mediates in the conclusion of agreements related to single travel services. The Agreement itself is established directly between the Landlord and the Tenant (see also: ANVR Conditions, Article 1).

6.2 When an Agreement is concluded through the mediation of VillaSud, it takes effect as soon as the Booking Request is received by VillaSud and the booking is confirmed in writing to the Tenant via the Booking Confirmation. However, this Agreement is subject to the condition that the Landlord does not reject it within two working days. The Landlord may reject the Agreement for any reason, such as the desired property being unavailable during the requested period (see also: ANVR Conditions, Articles 2 and 3).

Article 7 – Payment (see also: ANVR Conditions, article 4)

7.1 The Landlord has authorized VillaSud to invoice the rental amount on their behalf to the Tenant. The invoice also serves as the Reservation Confirmation.

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

7.3 For each reservation, VillaSud charges an all-inclusive price. The online price quote and the Reservation Confirmation specify an all-inclusive price.

7.4 In addition to the all-inclusive price, you can, upon request and if applicable, make use of several extra options, such as: pool heating or air conditioning, interim cleaning, bringing pets, a baby crib, etc. For these, an additional surcharge may apply.

7.5 In addition to the all-inclusive price, a tourist tax applies to every reservation, which is levied by the local government.

7.6 Within 7 days after receiving a Booking confirmation from VillaSud, a downpayment 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 cancellation, the Tenant has to pay the cancellation 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 - Cancellation 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 mentioned in Article 8.1, the Tenant is only entitled to cancel in writing and upon payment of the following cancellation fees:

a) For cancellations eight weeks or more before the start of the stay: 35% of the total invoiced amount, as stated on the invoice, excluding tourist tax and security deposit.

b) For cancellations within eight weeks before the start of the stay or in the event of early termination of the stay: 100% of the total invoiced amount, as stated on the invoice, excluding tourist tax and security deposit.

8.3 If the Tenant wishes to change the rental period or other essential terms of the rental Agreement, explicit permission from the Landlord is required. If permission is not granted and

the Tenant decides to terminate the rental Agreement as a result, the provisions of Article 8.2 will apply.

8.4 Any cancellation or modification of the rental Agreement by the Tenant also applies to Accompanying Travelers.

8.5 A cancellation or modification made on a Saturday, Sunday, or a public holiday generally recognized in the Netherlands will be considered as having been made on the next applicable working day in the Netherlands.

8.6 A request for cancellation or modification of the rental Agreement, as referred to in Articles 8.1 to 8.4, must be submitted in writing to VillaSud, which will handle the request on behalf of the Landlord.

8.7 The Tenant acknowledges that they are booking individual accommodations with the Landlord through VillaSud and not a package holiday. Consequently, in cases where the Tenant or Accompanying Travelers are unable to travel to the South of France due to travel restrictions (e.g., as experienced during Covid-19), they are not entitled to a refund. In such cases, the provisions of Article 8.2 will still apply. Tenants are strongly advised to take out appropriate travel insurance.

8.8 If the Tenant or Accompanying Travelers have purchased cancellation insurance, they may use it to claim reimbursement for the cancellation costs specified 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 for example 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 have 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 as far 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 VillaSud 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 All-in price excluding extra options, 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 amount invoiced remains due excluding the security deposit 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 - Security Deposit

11.1. Every Landlord of a Holiday Home for which VillaSud acts as an intermediary requires the Tenant to pay a security deposit. The security deposit serves as assurance for the Landlord against potential damages or additional costs caused by the Tenant (e.g., cleaning fees, costs for breakage, damage, exceeding the allowed number of occupants, excessive noise, etc.). The amount of the security deposit is specified in the Reservation Confirmation.

11.2. Payment of the security deposit by the Tenant shall be made either:

- To VillaSud via bank transfer as part of the final payment as indicated on the invoice or reservation confirmation, or
- To the on-site Property Manager in cash.

11.3. VillaSud has no control over the security deposit. The payment and refund of the security deposit are matters between the Landlord and the Tenant. VillaSud is obligated to make the security deposit available to the Landlord upon the Landlord's first request if the security deposit has been paid to VillaSud by the Tenant. The Landlord has a period of 14 days after the end of the rental period to indicate whether the security deposit, in whole or in part, should be made available to the Landlord.

11.4. In the event of damage or breakage, the Tenant must report this to the Landlord or the Property Manager upon departure or before the end of the rental period. The Tenant is advised to contact the Landlord or the Property Manager before departure to schedule a check-out or final inspection to verify the condition of the Holiday Home. If a physical check-out or inspection with the Landlord or Property Manager is not possible, the Tenant is advised to contact the Landlord or Property Manager by phone on the day of departure to confirm the condition upon leaving the Holiday Home.

11.5. The refund of the security deposit paid by the Tenant to VillaSud shall be made, in accordance with Article 11.3, to the Tenant by VillaSud, 14 days after the end of the rental

period. Payment to the Tenant by VillaSud shall be made via bank transfer. VillaSud requests the Tenant to provide their bank account details shortly after the end of the rental period.

11.6. The refund of the security deposit paid in cash on-site shall be made, in accordance with Article 11.3, in cash to the Tenant by the Landlord or the Property Manager at the end of the rental period. If, due to circumstances, the security deposit cannot be refunded in cash upon departure, such as in the case of an unexpected departure before the end of the rental period, the refund of the security deposit on behalf of the Landlord will be handled by VillaSud, in accordance with Article 11.3, via bank transfer.

11.7. If the Landlord does not grant permission to VillaSud for the refund of the security deposit, VillaSud will inform the Tenant of this. For any questions regarding deductions made by the Landlord from the security deposit, the Tenant may contact the Property Manager or the Landlord.

11.8. VillaSud has the right to offset the tourist tax owed by the Tenant against the security deposit.

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 formally and substantiated reported by the Tenant within 24 hours of its occurrence to the Property Manager or Landlord, as well as separately to VillaSud (on weekends via the special VillaSud WhatsApp number and during office hours by email at info@villasud.nl).

17.2 A complaint during the rental period must always be verified on-site by the Property Manager. The Tenant is required to give the Landlord or Property Manager the opportunity to verify, address, and resolve the complaint, including any defects. To facilitate this, the Tenant must provide full cooperation to the Landlord or Property Manager, including, but not limited to, granting access to the Holiday Home to the Landlord, Property Manager, or third parties engaged by them.

17.3 If the complaint is not satisfactorily addressed by the Landlord or Property Manager, the Tenant has the right to formally submit the complaint in writing to VillaSud within no more than two weeks after the end of the rental period. This submission must be addressed to the Landlord, include all relevant details, and be accompanied by evidence such as witness statements and/or photographs.

17.4 VillaSud will forward the complaint on behalf of the Tenant to the relevant Landlord. In situations as described in paragraph 3 of this article, VillaSud will contact the Landlord and mediate between the Tenant and Landlord to attempt to reach an amicable solution. The provisions of this article 17.4 represent a best-effort obligation of VillaSud only.

17.5 If no amicable resolution is reached between the Tenant and Landlord, VillaSud, at the Tenant's request, will provide the available contact details of the Landlord to enable the Tenant to pursue a claim for damages directly against the Landlord.

17.6 If the Tenant fails to comply with the deadlines and conditions set forth in this article, they forfeit the right to compensation, insofar as any right to compensation exists.

17.7 If the complaint is unfounded, the Tenant may be held jointly and severally liable by the Landlord for all material costs and consequential damages. The Owner is entitled to withhold (a portion of) the security deposit upon first request until full clarity is obtained regarding the final settlement of all material costs and consequential damages resulting from the submission of an unfounded complaint.

17.8 If the Tenant is not satisfied with the handling of a complaint by the Owner or VillaSud, they may refer the complaint—no later than 12 months after the date of filing the complaint—to the Disputes Committee Travel, PO Box 90600, 2509 LP, The Hague. The Committee only handles complaints from natural persons. The Tenant may also submit a complaint to the Disputes Committee through the European ODR Platform.

© 2024/2025: VillaSud BV | Prins Hendriklaan 34 | 3701 CP Zeist | Tel: +31 (0)30 6910645 | E-mail: info@villasud.nl

