

Provence Secrète offers you holiday rentals on behalf of the owner. The contract is actually signed between the tenant and the property owner, with the Agency acting as the intermediary.

⇒ **Booking and advance deposit.** *The contract must be signed and returned within 72 hours, with a 25 % advance deposit of the total amount due. Only persons over 18 years of age can make a booking. General conditions must be read and accepted before signature of the contract.* For French non-resident clients, payment **must** be done by **SWIFT express wire transfer** on the bank account furnished. Any bank fees must be paid by the client. Given the transmission time of a bank order and in order to keep the option on the reservation until reception of the funds in Provence Secrète's account, a copy of both the wire transfer order and of the rental contract is requested by fax within 72 hours.

⇒ **Rental visit.** Provence Secrète can conduct a visit before rental. Should a client wish to visit the property to confirm his choice, regular booking terms apply to the chosen rental, including deposit payment. A handwritten note "**confirmation following visit**" must be added to the contract. We will transmit the address of the property and **hold the booking for 72 hours. Multiple visits are not accepted.** The client must confirm interest within the deadline. Failure to do so will be considered as a booking cancellation, and cancellation terms will apply. In case the property does not meet the client's requirements, Provence Secrète will refund the entire deposit, less 80 € tax included for administrative expenses.

⇒ **Rates.** *Rates are based on the number of nights spent on the rental premises. Dispute of rates will not be considered after signature of the contract. It is tenant's responsibility to decide ahead of time whether or not he/she agrees to the rental rates. Rates include taxes and agency fees, except* the following charges : **telephone, house heating off-season** (between October 1st and May 31st). These charges must be paid directly to the owner or his/her representative at the end of the stay, according to the actual use, unless a flat rate has been agreed with the owner ahead of time.

⇒ **Balance due.** *The balance due must be paid to Provence Secrète within 30 days prior to arrival. We will not accept payment of the balance upon arrival.* Please be aware that in case this deadline is not respected, your rental could legally be cancelled without notice.

⇒ **Pets.** *Pets are generally not accepted.* The rental contract will specify if the tenant's pet is accepted. The owner has the right to refuse access to his property to any pet, should prior notice and agreement not be given. *In such circumstance, all cost relative to his pet's accommodation will be at his own charge.*

⇒ **Cancellation.** *Tenants can cancel a reservation at any time, however, please carefully read the cancellation policy.* The rental agreement is established between the agency and the owner and cannot be changed after a certain deadline. Therefore, cancellation initiated by the traveller prior to departure will incur fees according to the date of cancellation. In this case, the following rules will be applicable: **cancellation 90 days prior to arrival will result in 25 % of cancellation fees on the total rental amount; between 90 and 30 days prior to arrival will result in 50 % of cancellation fees on the total rental amount; less than 30 days prior to arrival will result in 100 % of cancellation fees on the total rental amount. These cancellation fees can be covered by a client's individual cancellation insurance (refer to the General Conditions' paragraph "Insurance Policy").** Whatever the cancellation conditions, the tenants must inform Provence Secrète by registered mail with delivery notice. The reception date of this notice determines the applicable fees. In case the tenant has not informed Provence Secrète, the total amount will be owed. **In case of an act of God destroying the booked property, making it unavailable, the entire amount paid will be refunded,** however, this refund removes liability to claim of any other refund. **In case of cancellation on the owner's part, the latter will refund the tenant 150 % of the total amount. No interrupted or shortened stay, or service not consumed, will be refunded. In the case of repatriation, it is the tenant's responsibility to hold an appropriate insurance policy.**

⇒ **Insurance policy.** Third party liability rules vary according to countries. The Agency's liability cannot be evoked in case of accident, injury, loss, theft, etc... **We ask you to make sure you have a combination policy insurance. The tenant may subscribe to a cancellation insurance policy within 72 hours following contract's signature.** The insurance represents 4 % of the total rental price and steps in the event of rental cancellation due to client's (or off-spring's/ancestors') death, accident or serious injury, etc. The insurance is valid as of contract's signature date and is effective until rental ending period. Should you wish to subscribe to this insurance, please contact our partner agency ELVIA (Mondiale Assistance) by clicking on ELVIA in the partner section of the following website **www.provence-secrete.com**

⇒ **Security deposit.** *A deposit is required for all furnished rentals. This deposit must be received 30 days prior to arrival with the balance due for the rental, (unless otherwise specified in the rental contract). It is not debited from the client's account, except in the case of non payment of charges and possible damages. The deposit will be returned within 15 days following rental's ending period. The tenant commits to proper care of the rented premises.* In addition to rental costs, the tenant accepts to pay the cost of any damage caused to the building and of any lost, destroyed or damaged item. *The tenant is responsible for any damage caused unintentionally or with negligence by himself or people of his or her party.* Should a telephone line be part of the rental, the deposit may be kept by the agency until reception (and payment) of the telephone bill.

⇒ **Arrival and departure.** It is the owner's responsibility (or its representative's) to greet the tenants upon arrival and take care of formalities. The tenants must inform Provence Secrète of the exact date and approximate time of arrival; especially if the arrival date is not the one specified in the contract. **As a general rule, arrivals are between 5.00PM and 8.00PM**, at the rental address, unless otherwise specified. **Late arrivals will involve complementary arrival fees for employee compensation.** 50 € TTC (tax included) for arrivals between 8.00PM and 10.00PM. Beyond this time, we cannot guarantee greeting procedure, and we ask you to book a hotel room and contact the Agency to arrange a meeting time on the following day. *Under no circumstances will Provence Secrète be responsible for late arrivals, or for any hotel or meal expenses incurred, should the tenant need to reschedule arrival.* **Should the tenant miss the appointment without notice, he/she will lose the right to the rental.** Should this be the case, the owner has the right to immediately rent the property to a different party at his own conditions. **Departures times are between 8:00AM and 10:00AM** (unless otherwise specified). Given the short amount of time between rentals for proper cleaning, this must be strictly respected. **Since this is a seasonal rental, the tenant commits to leaving the premises at the date and time agreed; his residential address being specified on the contract. The tenant may not sublet the rental.** Information regarding location, nature and installation of premises are directly and exactly transmitted by the owner, who certifies that **the premises are clean and in perfect working condition to welcome the tenants.** *Provence Secrète cannot be held responsible for a possible mistake made by the owner. Neither will the agency be held responsible for modifications not mentioned by the owner upon the date of reservation or which would have occurred between the reservation date and the tenants arrival, affecting the rented premises or its environment.*

⇒ **Equipment.** The rental must have appropriate kitchen ware, dishes, furniture and bedding. The owner is responsible for the quality and the quantity of this equipment, and providing for the number of people on the contract (garden furniture and swimming-pool deckchairs are the only exception). **Unless otherwise specified, linen, towels and dish towels are not provided.** The tenant may ask the owner for a housekeeper under his own responsibility. This service cannot be guaranteed during high season. It is therefore necessary that this service be requested several weeks in advance. *It is understood that in case a service not indicated on the contract will not be provided upon arrival, or in the case that the employee is not present on the arranged date, neither the owner nor Provence Secrète could be held responsible. The tenant will therefore not be eligible for any compensation. In the case of dispute between the housekeeper and the tenant, the latter will personally manage the situation.* **The premises are guaranteed to be perfectly clean and the equipment in good working condition upon tenant's arrival.** The tenant must refrain from dumping any item or detergent in sinks, washbasin, tubs and toilets likely to block the septic tank, in which case he would be responsible for the cost caused by repairing the installation (emptying a septic tank costs approximately 500 €). Before departure, the tenant must put all furniture back into place, as found upon arrival.

⇒ **Swimming pool.** Swimming pools must not be emptied without the owner's agreement, and the tenant agrees to refrain from handling technical equipment for the pool. **The owner commits to providing a security system required by current legislation.** However, it is the tenant's responsibility to use the swimming pool cautiously, and will be responsible for his/her guests, particularly if young children are present. The tenant agrees to not hold either the agency or the owner responsible in case of accident occurring to himself, family or guests. *In case of disagreement with this clause, we ask the tenants to book a house with no swimming pool.* **NOTE: During off season - October to May - swimming pools may be empty or covered.**

⇒ **Owner's duty.** *The owner is entirely responsible for the availability of the rented house.*

⇒ **Tenant's duty.** *The tenant agrees to care for the premises as though the property were his/her own.* Exceptional events (weddings, large reception...) must be submitted to owner's prior written consent. The premises must be returned in good condition, as provided upon arrival (dishes cleaned and put away, linen and towels gathered, barbecue emptied of ashes, dustbins and bottles dumped...). If a final cleaning is provided in the amount paid, it includes a general cleaning in order to relieve the tenant of this duty, and the flat rate is carefully calculated as to accurately reflect the cost of the service without over pricing. This service is provided for a house used normally in the case of a rental. The Agency retains the right to bill and deduct from the deposit any cleaning overtime cause by an abusive situation. Unless otherwise previously specified in writing by the owner, **the number of people provided in the contract cannot be exceeded, and it is strictly prohibited to bring any additional beds.** *Likewise, it is prohibited to plant tents in the garden or to park any camper vans. In case this rule is not respected, the owner may end the rental without notice and ask for a prorated compensation (which may be deducted from the deposit).* **The tenant commits renting the property through the Agency in case of further interest in renewing his stay in this location.**

⇒ **Inconvenience.** Neither the agency, nor the owner are held responsible for inconvenience or lack of comfort caused by public water, electricity or phone service supply, etc... and for any circumstances beyond their control. Likewise, civil engineering, site building, various occurrences from private or public sources cannot be charged to the agency, since they are a general annoyance to neighbouring residents whether they have a rental through the agency or not.

⇒ **Complaints.** Claims about the rented property must be put in writing *within 72 hours following the arrival on the premises*, and sent to the Agency by certified mail with proof of reception. **Complaints will not be considered beyond this deadline.** In case of dispute or law suit, only the Court of Avignon (Tribunal d'Avignon) is considered as competent to handle the claim.

⇒ **Photos.** *Photos of the property may not be used or sold without the owner's consent.*