



## Booking and Rental Conditions Hunting Lodge Le Logis.

### 1. General.

In this rental agreement, the following terms are used:

The guesthouse: Hunting Lodge Le Logis, comprising **La Mazilière, La Dronne, La Grange** and the adjoining property grounds.

The owner: Max and/or Vera van de Ven.

The client: the tenant of the guesthouse, meaning one or more persons mentioned in the reservation.

The rental agreement pertains exclusively to the guesthouse as described above and the sole function of which is to serve as a vacation resort. The guesthouse is fully furnished.

The client is in no way entitled to extend occupancy of the premises in question beyond the rental period as agreed upon in the contract, except where such an extension of stay has been agreed upon in writing by the owner.

### 2. Reservation and payment.

#### i. Booking reservations.

You can book your reservations by telephone or via the Internet.

The reservation is registered subject to these booking and rental conditions.

By your payment of the required fee to the owner, you are registering your agreement with the present booking and rental conditions.

The rental of the guesthouse is meant exclusively for the temporary use of the premises.

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Propriétaires : Vera and Max van de Ven



The rental period cannot be extended without written prior confirmation by the owner.

The owner reserves the right to refuse a reservation and this without need for a reasoned explanation to do so.

## **ii. Occupancy of the guesthouse.**

The maximum number of guests is fixed as follows:

- in La Mazilière: 8 persons, older than 10 years
- in La Dronne: 4 persons, older than 10 years
- in La Grange: 2 persons, older than 10 years.

These occupancy numbers cannot be exceeded under any circumstances and are valid also for what concerns the property grounds.

There is no deviation from the above mentioned restrictions unless agreed to in writing by the owner.

The sub-letting of the guesthouse is prohibited.

Without a formal consent from the owner, clients are not allowed to receive guests in the guesthouse and/or on the property grounds.

Extra beds for children can eventually be provided on request and at an additional fee. These beds need to be requested by the client at the time of his/her booking of the reservations.



### **iii. Rental period.**

The rental period starts any Saturday at 4:00 PM and terminates any Saturday at 10:00 AM.

Non-conform arrival and departure times shall be entertained but need to be discussed in advance with the owner and are to be confirmed by the client.

The exchange day is Saturday.

### **iv. Payments.**

A deposit of 25% of the total rent owing is required to be paid by client at the time of reservation. This advance deposit must be received within 5 business days following the reservation date. This advance deposit is non-refundable. After receiving the reservation and advance deposit, the owner shall confirm the reservation in writing. Only after confirmation of the booking in writing, will there be an effective rental agreement between parties.

The remaining balance of 75% of the rental fee owed must be received by the owner at the latest 8 weeks prior to the commencement date of the rental period.

In the event that this payment is not received by the due date, the owner shall be entitled to inform the client by e-mail of the cancellation of the rental agreement.

Notwithstanding the above, it shall remain incumbent on the client to pay to the owner the balance of the rent owing for his reservation.

In his turn, the owner shall make every effort to rent out the guesthouse anew, but any eventual costs incurred for doing so shall be charged to the client who has cancelled his reservation.

In the event that the owner is successful in re-renting the guesthouse during

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the cancelled period, there shall be a refund of the rental amount to the client who cancelled his reservation.

In case of the booking of a rental period within 8 weeks of the commencement date of reservation, the total rent will be due at the time of the booking.

The guarantee shall be paid to the owner (in cash) immediately at the day of arrival.

All other payments shall be made to a bank account which will be communicated to the client upon booking.

#### **v. The rent.**

The rental fees, as mentioned on the website [www.lelogis.nl](http://www.lelogis.nl), are the rents owing per week, in euros and per guesthouse or part of the guesthouse, unless stated otherwise.

The rental fee includes:

- electricity
- central heating
- gas supply in the kitchen (where necessary)
- water

The owner assumes a normal usage of electricity, water and gas by the client. Excessive usage of utilities, to be assessed by owner, will be charged to client by owner. The owner has the right to deduct the fee for excessive usage from the guarantee.

The rent includes the following:

- bed linen (1 set of sheets and pillow cases per week)
- towels (1 set for bathroom and 1 set for kitchen per week). These towels are



for use exclusively within the guesthouse.

-tourist tax. The owner is obligated to pay the tourist tax to the local government. The fee is calculated per person per night.

**vi. Cancellations.**

Cancellations must be communicated exclusively in writing, including therein messages by e-mail.

Until 8 weeks prior to the commencement of the rental period, the applicable cancellation fee shall be fixed at 30% of the total rent.

From 6 to 8 weeks prior to the commencement of the rental period, the cancellation fee shall be fixed at 50%.

If the client cancels the booking within 6 weeks prior to the commencement of the rental period, the full amount of the rent due shall be payable.

The client may wish to insure himself against such costs by taking out a cancellation insurance policy for which the client is responsible themselves.

Nevertheless, the owner shall make every effort to re-rent the premises for the cancelled period, but any eventual extra costs occasioned in this respect shall be borne by the client who cancelled his reservation.

In the event that the owner manages to re-rent the guesthouse for the cancelled period, the client who cancelled his reservation shall receive a refund of his rent paid.

In the event that the owner is forced by circumstances beyond his/her control to cancel a reservation, the client shall be informed of this without delay and subsequently can claim reimbursement of his/her payment in full.

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**vii. Guarantee.**

It shall be incumbent on the client to pay a guarantee to the owner (in cash) immediately upon his arrival at the guesthouse.

The total amount of the guarantee payment can be ascertained from website [www.lelogis.nl](http://www.lelogis.nl).

This guarantee is meant to compensate the owner for any possible damage to the house, its contents/inventory, the garden, and/or other constructions/installations and facilities, etc., such as noted prior to, in the course of, or following the final inspection of the premises.

In the event of damage caused during the stay of the client, it shall be incumbent on the client to inform the owner accordingly and immediately.

The client shall be held responsible and liable for all damage (accidental or deliberate) caused during his stay at Le Logis.

The guarantee shall be refunded to the client within 28 days following the latter's departure from the premises, minus such eventual costs as may obtain.

In the event that the posted guarantee should prove inadequate to cover the damage incurred, the client herewith states his agreement, after receipt of a written notice to that effect from the owner, to pay the remaining balance to the owner upon receipt.

The owner shall make every effort to remedy eventual (technical) problems or seek alternative solutions.

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#### **viii. Insurance.**

The owner strongly recommends that the client, upon conclusion of the rental agreement, take out extensive travel insurance coverage (inclusive of cancellation insurance and personal liability).

The owner does not in any way accept responsibility and/or liability for losses of any kind, or for inconvenience occasioned or damage incurred, or for any extra costs related to this vacation, whatever may be their cause.

No recourse can ever be had to the owner's insurance policy.

#### **ix. Enjoyment of the property grounds.**

The guesthouse is situated in tranquil surroundings and is meant to promote relaxation and rest for clients enjoying their vacation.

It shall therefore be incumbent on the client to have due consideration for the nature and the purpose of the guesthouse and for the wishes and desires of co-tenants that may be present on the premises at the same time.

In the event that the client should not act in a manner expected from a responsible and thoughtful tenant, or if he should cause a disturbance to affect the enjoyment of the premises for other guests, he may be denied further access to the guesthouse and the property grounds. In that case the owner has the right to terminate the rental agreement without consideration of any claim on the part of the client for restitution of the rent paid.

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**x. Cleaning.**

The website give an overview of the costs for cleaning.

At the conclusion of the rental period, it shall be incumbent on the client to vacate the guesthouse premises in the identical condition as they were made available to him when he occupied them at the start of the rental period.

The owner shall be entitled to charge an additional cleaning fee if, in his opinion, the guesthouse was not properly cared for and excessively neglected by the client during the latter's occupancy.

**xi. Smoking ban.**

It is to be noted that the guesthouse is a non-smoking area. Guests are requested to confine their smoking to the outdoors.

**xii. Pets.**

Pets are not allowed in Le Logis.

**xiii. Liability.**

In any case of damage or injury occurring during client's stay, incurred by theft, loss, fire, accidents in/or around the house, or by extreme weather conditions, the client will contact the owner immediately.

The owner can never be held liable for damage or injuries caused by circumstances mentioned above, and caused during client's stay in the guesthouse. An exception can only be made if client can prove the damage is caused by intentional recklessness of the owner.

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The owner can never be held liable by client for damage or injury incurred by forces of nature, disasters, virus outbreaks or other “force majeure” conditions or for any other type of circumstance that has occurred outside of the owner’s control. In such cases, the owner will contact the client immediately.

The client indemnifies the owner from claims from third parties, including subrogation by the client’s insurer.

The owner will charge the client for all damage done by client, unless this cannot be charged to client.

**xiv. Jurisdiction.**

This present rental agreement has been drawn up and is to be interpreted under Dutch law. All disputes that could or might arise from this contract shall be dealt with under the exclusive jurisdiction of the Dutch district court. Also in case the client does not have the Dutch nationality, these disputes will be dealt with under the exclusive jurisdiction of the Dutch district court, unless this is in direct conflict with overruling European law.

**xv. Complaints.**

It shall be incumbent on the owner of the premises to ensure that all efforts be made to make the client’s stay at his property as enjoyable as possible.

Nevertheless, should there be complaints; it shall be incumbent on the client to communicate these to the owner in good time. The owner shall make every effort to resolve the complaint.

The premature departure by the client from the rented premises, without any prior consultation with and consent from the owner, releases the latter of all and any obligation with respect to damage and/or loss indemnification.



#### **xvi. Change in terms and conditions**

The owner has the right to change the rental terms and conditions stated in this agreement.

In case one or more terms and conditions are found to be invalid, the other terms and conditions remain intact.

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