

## **GENERAL RENTAL CONDITIONS OF THE ESTABLISHMENT**

### **ARTICLE 1: GENERAL PROVISIONS**

The reservation is agreed with the landlord EICHENLAUB CINDY

- Home (of the landlord): 5580 HAN-SUR-LESSE
- Phone: +32 498/15.07.32
- Email address: CHEZCINDY@GMAIL.COM
- Bank account (of the lessor): IBAN BE91 1036 0304 9876

The contract is a tourist rental contract (or: seasonal rental lease). The rental period constitutes an essential condition without which the contract would not have been concluded. The tenant cannot establish his principal residence in the rented building. The establishment includes 1 accommodation for a respective capacity of 8 people.

Accommodation details: La Villa d'Han, 3 rue du gîte d'étape 5580 Han-Sur-Lesse capacity for 8 people

- The tenant is required to respect the maximum capacity announced in the rental. Any breach of this clause may result in the immediate termination of this contract, to the tenant's detriment, with the rental amount remaining definitively acquired by the landlord.
- The tenant must present themselves on the specified day and at the indicated times. In case of late or delayed arrival, the tenant must notify the landlord.

### **ARTICLE 2: TERMS OF CONCLUSION OF THE CONTRACT**

The rental is effective upon payment of a deposit of 30% of the price of the stay:

- be collected by the secure payment system (Stripe) when booking online;
- or to be paid to the lessor's bank account number n° BE91 1036 0304 9876 within 24 hours of receipt of the electronic reservation confirmation (voucher).

The balance of the stay (70% remaining) is to be paid by bank transfer no later than 14 days before arrival to the lessor's bank account number.

The rental is effective upon payment of the total price of the stay (100% of the amount)

Any potential collection costs remaining at the tenant's expense.

Unless otherwise specified in the reserved offer, the price of the stay does not include:

- Deposit: 300.00 € (three hundred euros)
- Household expenses: 90€ (ninety euros)
- Bag of pellets: 6€ the bag (six euros the bag) – 1 bag/night is included in the price of the stay

- Damages

#### **ARTICLE 2 bis: THE GUARANTOR**

- The deposit, in the amount of €300.00 (three hundred euros), will be paid 10 days before the stay by transfer to the lessor's bank account number or deposited in cash upon arrival.
- The landlord reserves the right to refuse access to the establishment if the deposit is not paid.
- From the deposit will be deducted the charges (pellet, household expenses) consumed during the stay
- The deposit will be returned within 10 days of departure if there is no damage to the accommodation, ancillary buildings and surroundings.
- The deposit is intended to cover all debts of which the tenant would possibly remain liable to the landlord upon the return of the premises.

In case of dispute, the lessor may, under his responsibility, retain the deposit until responsibilities are clearly established.

If it turns out that the tenant is not liable for the amounts claimed and that all or part of the deposit must be returned, the landlord will owe interest at the legal rate on the amount to be finally returned.

#### **ARTICLE 3: SOLIDARITY**

- In case of multiple tenants, the person who made the reservation is responsible for the debts and claims of all the tenants.

#### **ARTICLE 4: LATE PAYMENT**

- If the landlord does not receive the payments within the stipulated time, he can cancel the rental by registered letter or email within 5 days of the scheduled date for payments.
- This clause does not apply to late bookings.
- Any amount owed by the tenant, and not paid 5 days after its due date, will automatically and without notice of default, in favor of the lessor, an interest at the legal rate per month from its due date, the interest of any month started being due for the entire month.

#### **ARTICLE 5: CANCELLATIONS – EARLY DEPARTURE – NO-SHOW**

Cancellation by the tenant

- Any cancellation must be notified by registered letter or email and addressed to the lessor.
- The tenant will be required to pay 100% of the amount of the stay if he cancels his reservation between 2 and 0 days before arrival.
- The tenant will be required to pay 50% of the amount of the stay if he cancels his reservation between 7 and 3 days before arrival.

In case of force majeure (or of fact by the prince) for either party:

- The contract execution date will be postponed to a later date to be agreed between the parties (voucher of an amount equivalent to that of the reservation to be deducted from a future stay).
- If no agreement has been reached within a period of 18 months, the amounts paid will be fully reimbursed to the tenant.
- The contract is cancelled by agreement between the two parties and all the amounts already received by the lessor are refunded to the lessee

Cancellation by the landlord:

- Any cancellation must be notified by registered letter or email and addressed to the tenant.
- The cancellation conditions determined in the dematerialized purchase order (voucher) apply.

In case of force majeure (or of fact by the prince) for either party:

- The contract execution date will be postponed to a later date to be agreed between the parties (voucher of an amount equivalent to that of the reservation to be deducted from a future stay).

If no agreement has been reached within a period of 18 months, the amounts paid will be fully reimbursed to the tenant.

- The contract is cancelled by agreement between the two parties and all the amounts already received by the lessor are refunded to the lessee

Early departure

- The early departure of the tenant does not result in any refund, even partial, of the price of the stay.

Non-presentation of the tenant (no-show)

If the tenant does not appear within 24 hours following the arrival date mentioned on the contract:

- the reservation becomes void as of right;

- the payments remain acquired by the landlord who reserves the right to claim the balance from the tenant;
- The landlord can dispose of his property.

#### **ARTICLE 6: RESPONSIBILITIES – INSURANCE**

##### **1. Fire insurance**

- The tenant must be covered by Fire Insurance (resort) for the damage it could cause to the building and the rented furniture.
- The tenant declares, after checking it, to be covered for such risks by his personal fire insurance (resort insurance).
- In case of default, the tenant agrees to sign a contract covering this risk, at the latest on the day of entry into the rented property(ies).

##### **1. Family Civil Liability Insurance (private life)**

- The tenant declares that he is covered by Family Civil Liability insurance (private life).
- In case of default, the tenant agrees to sign a contract covering this risk, at the latest on the day of entry into the rented property(ies).

#### **ARTICLE 7: DOMESTIC ANIMALS**

- Pets are not accepted. In case of non-compliance with this rule, the landlord has the right to refuse the tenant's entry into his establishment. The refusal cannot in any case be considered as a modification or breach of contract at the landlord's initiative, so that in the event of the tenant's departure, no refund can be envisaged.

#### **ARTICLE 8: USE AND OCCUPATION OF PLACES**

- The tenant undertakes to adopt a behavior respectful of the inhabitants and the environment in general (fauna, flora, various equipment, etc.). He uses the rented property in accordance with its destination and in a prudent and responsible manner.
- The tenant must return the property in the condition in which it was received. He is liable for any loss or damage to the landlord.
- Lively parties such as student chores, underwear burning, dance evenings... are not allowed.

#### **ARTICLE 8 bis: INVENTORY REPORT**

- At the beginning and end of the stay, an inventory of the equipment of the rented property is carried out. This inventory must be signed by both parties to demonstrate the condition of the rented property and its equipment.

· Any difference with the inventory or anomaly must be reported to the landlord, at the latest by 10:00 am, the day after the arrival.

#### **ARTICLE 9: CLAIMS**

· Any complaint must be sent to the landlord by registered letter or email within 8 days after the end of the stay. Supporting documents must be attached.

· In the absence of agreement between the parties, only the courts of the judicial district of the place where the accommodation is located are competent.

#### **ARTICLE 9 bis: MEDIATION OF THE FEDERATION OF COTTAGES AND GUEST HOUSES OF WALLONIA**

· In the absence of an agreement between the parties, they will submit their grievances to the secretariat of the Federation of cottages and guest houses of Wallonia which will try to propose an amicable solution.

· In the absence of an agreement between the parties, only the courts of the judicial district of the place where the accommodation is located are competent and they will apply Belgian law.

· This clause applies only to establishments that are members of the Fédération des Gîtes et Chambres d'hôtes de Wallonie in order of contribution.

#### **ARTICLE 10: PASSENGER SCREENING**

· The landlord is entitled to check and record the identity of all occupants of the accommodation in accordance with the 2007 law. The tenant must present a valid identity document (ID card or passport). To check with the CGT

#### **ARTICLE 11: ACCEPTANCE OF THE GENERAL CONDITIONS**

· Unless otherwise expressly stipulated, the tenant is deemed to have taken note of these conditions and to have accepted all the clauses at the latest when booking online, when paying the deposit and/or the balance of the stay, or when taking possession of the establishment.