

# General rental terms and conditions - Holiday resort "La Touche 17"

These general terms and conditions apply to renting and booking the holiday resort "La Touche 17" with all facilities like mentioned on the website.

By booking the resort, you agree to be bound by the following terms and rental conditions. Please read them carefully when booking.

## **Art. 1. Booking**

- The tenant will receive confirmation of the rental in the form of an invoice by e-mail.
- Within 14 days of receipt, the advance payment of the invoice must be transferred to account BE 10 0018 3637 5304 (in the name of Innido BV/La Touche).
- After receipt of the payment, the reservation is final. By making the reservation, these general terms and conditions come into force. However, if the payment is not received within 14 days, the reservation option will be cancelled and you will be informed by e-mail.
- The balance of the rent + a deposit of EUR 500 must be received no later than 4 weeks before the the start of the rental period. You will receive on time an e-mail for the final payment. If the payment is not received on time, the tenant will receive an email requesting the amount within 5 working days. If payment is still not made by then, this will be seen as cancellation by the tenant and the cancellation conditions of article 2 will apply. The lessor is then entitled to re-let the property.
- When booking within 4 weeks before the start of the rental period, the total rent + the deposit of EUR 500 are due immediately. You will right away receive an invoice, to be paid within 5 days.

## **Art. 2. Cancellation conditions**

### *2.1 Cancellation by the tenant:*

- Any cancellation must be notified to the lessor in writing or by e-mail at all times stating the name and rental period and is only valid after confirmation from the lessor.
- The tenant may cancel in writing, within a reflection period of 7 days after reservation, free of charge.
- In case of cancellation after 7 days after the reservation by the tenant, the following charges will apply:
  - For cancellation more than 60 days before arrival : no cancellation fee; the full amount will be refunded.
  - For cancellation between the 60th and 30th day before arrival, 50% of the booking will be charged.
  - In case of cancellation within 30 days of arrival: no right to refund, the full amount of the booking will be charged.
- If the tenant does not use the booked accommodation or leaves it before the end of the rental period, there will be no refund.

## 2.2 Cancellation by the lessor:

- If circumstances force the lessor to cancel the stay, this will be immediately notified to the tenant and the rental agreement will lapse. The lessor will in this case within 48 hours after the aforementioned notification to the tenant, refund the amount already paid by the tenant. The tenant in this case has no more or other right than to reclaim the sums already paid and therefore expressly waives any further rights.
- The lessor reserves the right to cancel the rental agreement in the event of incorrectness of the personal details provided.

### **Art. 3. Rental costs**

The rental fee includes the rental of the domain and all related accommodation as mentioned on the website. The rental includes bed and bath linen, final cleaning, wireless internet energy costs, daily delivery of baguettes/croissants (except on Thursdays) and tourist tax.

*Deposit:* the holiday domain and its surroundings must be used with care and in accordance with the destination. To this end, we require a mandatory deposit of EUR 500 before the stay.

This deposit will be refunded after deduction of any damage and/or extra cleaning costs (cf. Article 3) within 2 weeks of the end of the rental period. If the damage and/or extra cleaning costs exceed the amount of the deposit, then the tenant will be informed of the additional extra costs and shall be obliged to transfer this additional payment within one week after notification.

### **Art. 4. House rules**

- Rental period : check-in on Saturday from 17 pm, check-out on Saturday at the latest at 10 am.
- Pets are allowed only by mutual agreement (and discussed and determined in advance). In any case, pets are not allowed in the swimming pool, in seats and in beds. When pets are left alone in the house, they must be placed in a bench provided by the tenant for that purpose.
- When leaving the property, the house should be returned in clean condition. This includes: tidying up the property, putting everything back in its original place, emptying bins, emptying the kitchen sink and emptying the dishwasher. The used household appliances (oven, microwave, hotplate, BBQ, paella pan, etc.) must be cleaned. Failure to comply with these conditions, additional cleaning costs of 30 euro/hour may be charged.
- Smoking is strictly forbidden inside the house.
- The holiday resort is not hired out for parties of any kind.
- In the event of booking under false pretences, the deposit will be retained and the tenant will not be granted access to the holiday home. If presence under false pretences is established during the rental period, the lessor reserves the right to immediately terminate the rental agreement and deny the access. In this case, the tenant is not entitled to a refund of funds, except for the deposit if there is no damage and/or additional cleaning costs (Art. 3).
- It is not permitted to rent the holiday domain with more than the stated maximum number of people (14 persons). Additional tents, caravans or motor homes are only allowed with the prior consent of the lessor. Subletting is not allowed. If there is violation of the maximum number of persons, the lessor reserves the right to terminate immediately the rental

agreement and deny access to the holiday resort. In this case, the tenant is not entitled to a refund of funds, except for the deposit if there are no damages and/or additional cleaning costs (Art. 3).

#### **Art. 5. Liability**

- The tenant treats the rented property with due diligence. In the event of nuisance and/or damage to the house or its inventory, or failure to comply with the house rules the tenant runs the risk of having to leave the holiday resort.
- As lessor, we have no liability for theft, loss, damage or injury of to goods or persons, of whatever nature, during or as a result of a stay on the resort, the provided pool, terrace and garden. The tenant is obliged to be insured for damage to third parties such as a liability insurance (family insurance).
- As lessor, we are not liable for breakdowns in services or defects of services provided by third parties. The tenant is liable for all loss and/or damage to the rented accommodation and/or other property of the lessor arising during its use and/or other users, regardless of whether this is the result of acts or omissions of the tenant and/or third parties who are in the house with the permission of the tenant.
- All damage must be reported to the lessor before the tenant's departure.

#### **Art. 6. Complaints**

Complaints relating to (existing) damage or defects must be reported immediately to the lessor (Vannyvel Joeri 0032 (0) 477 260 685), so that the lessor has the opportunity to resolve the complaint, if possible, and as soon as possible.

#### **Art. 7. Other**

The rental agreement is governed by Belgian law. All disputes relating to this agreement, shall be settled by the competent courts in Brussels.