

## Location conditions

### Responsible

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### Art. 1 Introduction

**1.1** These general conditions are applicable to rental contract for holiday homes.

**1.2** Gîte du Moulin may find itself obliged to cancel an advertised product, temporarily or permanently.

**1.3** Products advertised on the site are valid until stocks are exhausted.

### Art. 2 Reservation

**2.1** The tenant will provide Gîte du Moulin with all relevant information that is specifically requested of him.

**2.2** All bookings may be made by telephone, fax, e-mail, post or directly via the Gîte du Moulin website. This booking is firm and final, and commits whomsoever makes it to paying the cancellation fees in the event of withdrawal.

**2.3** In accordance with the law, at the time of booking the tenant will receive his booking form (=reservation document), either directly via the Gîte du Moulin website or by post.

**2.4** The content of the reservation document: the price of the location, the balance, the guarantee, the payments terms and the cost of the charge.

**2.5** The rental contract is available on the website Gîte du Moulin with the password and login that the tenant received by the confirmation of the reservation. For his stay, the tenant can consult his contract of location to follow up the reservation status (payment, cancellation, ...). For those without Internet, the reservation document will be send by fax of post after the payment of cancellation.

### Art. 3 Price

**3.1** The cost of the stay is the basic price quoted on the holiday home presentation page for the specified period. The cleaning cost is included in the rental price.

**3.2** Supplementary charges (heating, electricity, water, tourist tax, garbage): according to consumption and market price.

**3.3** Up to 21 calendar days prior to the start of the stay, the price agreed in the contract may be increased or reduced, provided that these changes arise from alterations affecting:

- the exchange rates applicable to the rental

- dues and taxes relating to certain services

If the overall price is increased by more than 10 %, the tenant may cancel the contract without compensation, provided he advises Gîte du Moulin explicitly and in writing, within 5 days of receiving the notification of the change from Gîte du Moulin.

In this event, the tenant is entitled to reimbursement of all sums paid to Gîte du Moulin.

## **Art. 4 Payment terms**

**4.1** For reservations made 7 weeks before the date of the stay: The deposit of 30% has to be paid within 10 days after the date of the reservation - The balance has to be paid at the latest six weeks before the start of the holiday.

If the tenant not respect the payment terms, Gîte du Moulin will cancel the contract, with or without cancellation fee (see Art. 7.1/a).

**4.2** For reservations made within 7 weeks before the date of the stay: The total cost has to be paid within 10 days after the date of the reservation.

If the tenant not respect the payment terms, Gîte du Moulin will cancel the contract.

**4.3** The tenant has to pay the guarantee 8 days before the stay. The guarantee will be returned to the tenant within 15 days after the end of the stay. Possible damages caused by tenant and checked after the tenant leaves will be deducted with the guarantee.

## **Art. 5 Transferability of the location**

**5.1** Prior to start of the stay, the tenant may transfer his rental contract to a third party, who will be required to fulfil all the conditions of the contract. The transferor is required to inform Gîte du Moulin of this transfer sufficiently prior to start of the stay.

**5.2** The transferor and transferee are jointly liable for payment of the overall cost of the stay.

## **Art. 6 Modification by Gîte du Moulin prior to start of the stay**

**6.1** If, prior to start of the stay, one of the essential elements of the contract cannot be fulfilled, Gîte du Moulin will advise the tenant of this as soon as possible, and in any event, prior to start of the stay, and will inform him of the possibility of cancelling the contract without penalty, unless the tenant accepts the modification proposed by Gîte du Moulin.

**6.2** The tenant will inform Gîte du Moulin of his decision within 3 days of the notice of modification, and in any event, before the departure date.

**6.3** Gîte du Moulin reserves the right to cancel the contract prior to start of the stay without compensation where the tenant, despite demands, has failed to respect the payment terms (see Art.4). The tenant will remain liable for the cancellation fees (see Art.7).

**6.4** Gîte du Moulin reserves the right to cancel the contract without compensation during the holiday if the tenant fails to comply with these general terms and conditions location.

## **Art. 7 Cancellation by the tenant**

7.1 The tenant may at any time cancel all or part of the contract. If the tenant cancels the contract for a reason that is attributable to him, he will compensate Gîte du Moulin for the loss sustained as a result of the cancellation. The compensation is set on an inclusive basis as follows:

- cancellation between the date of booking and 38 days before start of the stay: 30 % of the cost of the stay.
- cancellation between the 38 th day (inclusive) and the 28 th day (exclusive) before start of the stay: 60 % of the cost of the stay.
- cancellation between the 28 th day (inclusive) and the 2 nd day (exclusive) before start of the stay: 90 % of the cost of the stay.
- cancellation from the 2 nd day (inclusive) before start of the stay and subsequently: 100 % of the cost of the stay.

## **Art. 8 Tenant's responsibility and obligations**

**8.1** The tenant is bound to respect all Gîte du Moulin's instructions intended to make the holiday go smoothly, and is legally responsible for losses caused by illicit behaviour or by the failure to execute his contractual obligations. The tenant undertakes to respect the accommodation rented and its environs, including noise levels. Tenants who create or might create inconveniences such as seriously disturbing the smooth course of the stay may incur cancellation of this contract without any compensation or damage.

**8.2** If the tenant causes damage to the rented accommodation or its equipment, he is obliged to inform immediately Gîte du Moulin. Repairs or replacements arising from these damages or losses will be directly reimbursed by the tenant to Gîte du Moulin.

**8.3** The tenant remains legally responsible for damage that he may have caused when this damage is noticed after the end of the stay.

**8.4** The tenant is legally responsible for the actions of his guests and the damage they may cause.

**8.5** The tenant undertakes to obey the maximum number of people permitted to be accommodated in the accommodation rented. In the case of not respecting this clause, Gîte du Moulin reserves the right to prohibit access to the accommodation, without the tenant's being able to claim compensation.

**8.6** Unless otherwise stipulated on the holiday voucher, tenants must always arrive and collect the keys between 4 and 6 p.m. directly at the address of the accommodation. Tenants unable to arrive at the agreed time, whatever the circumstances (for example: traffic jams, strikes, etc.) are obliged to inform personally Gîte du Moulin to agree an alternative arrival time. Unless otherwise stipulated

in the contract, departure must take place before 10 a.m., except at weekends, where departure must take place before 6 p.m.

**8.7** The guarantee which is stated on the contract of location will be returned to the tenant within 15 days of the end of the stay, after deduction of the charges stated on the contract of any repair or replacement costs arising out of damage or loss caused by the tenant. The condition of the accommodation and its equipment will be checked after the tenant leaves.

**8.8** The tenant is required to return the rented accommodation and its equipment clean and in perfect order. He is required to wash up and put away kitchen equipment and put furniture that has been moved back in place. Gîte du Moulin has the right to include additional cleaning charges when it takes longer than usual to put the accommodation back into the place before the tenant arrived.

**8.9** Tenants supply their own bed linen, namely: sheets, duvet covers and pillowcases. Tenants are required to protect mattresses with either a cover or a sheet. If this is not done, Gîte du Moulin has the right to ask 25 € by bed for the cleaning of the mattresses.

**8.10** Domestic animals not allowed. Forbidden to smoke in the house.

**8.11** If he doesn't already have one, the tenant is obliged to take out an insurance policy covering his legal liability in the event of fire in the rented property or damage caused to the rented property.

**8.12** During the stay:

The house and its contents are supposed to be in good state (see the Inventory list available in the lodge). The tenant will have 2 hours to point out to inform the owner any noted defects. After this period the tenant is supposed to have accepted the lodge in good condition.

If the tenant meets problem or causes damage, he is obliged to inform immediately Gîte du Moulin.

**8.13** The guarantee, which is stated in the contract of location will be returned to the tenant within 15 days after the end of the stay, after deduction of the charges as stated in the contract of any repair or replacement costs arising out of damage or loss caused by the tenant. The condition of the accommodation and its equipment will be checked after the tenant leaves.

**8.14** Tenants have to subscribe to a Family Civil Liability insurance.

**8.15** Charging electric vehicles is prohibited.

## **Art. 9 Settlement of disputes**

**9.1** These conditions are governed by Belgian law.

**9.2** A "dispute" arises when a complaint cannot be resolved by mutual agreement, or has not been resolved within four months of the end of the service or services, or of the planned departure date, if the travel contract has never been fulfilled.

**9.3** In the event of a dispute, only the court of Verviers will have jurisdiction. If any provision in this contract should be declared invalid or inapplicable with respect to the laws in force, this invalid or inapplicable provision shall be replaced by a valid and applicable provision, the content of which is as close as possible to the original provision, and all the other provisions will remain in force.

A printed version of this contract and of any notice transmitted in electronic form shall be accepted in any legal or administrative proceedings arising out of, or relating to, this contract, in the same manner and under the same conditions as other documents and commercial registers produced and kept in printed form.