

Terms and conditions of cancellations

Description of rented property

The tenant will only use the rented property as a holiday home for holding a holiday. Without the prior written consent of the landlord, the tenant may not use the rented property for another purpose.

Destination of rented property

The tenant will only use the rented property as a holiday home for holding a holiday. Without the prior written consent of the landlord, the tenant may not use the rented property for another purpose.

State of maintenance

The lessor will make the rented property available to the tenant in good condition on the agreed date and time

Price

- The total rental price includes normal final cleaning costs, consumption of electricity and gas, any tourist tax and use of bath and bed linen (beds made on arrival). The total rental price includes charges and any VAT.
- The tenant will pay a deposit of **50% of the rent** upon reservation.
- If the tenant has not paid on scheduled time, the reservation will be cancelled immediately. The tenant can then not claim the agreements made from this agreement.
- The tenant will transfer the outstanding amount and the deposit to the landlord's bank account no later than 2 weeks before the start of the rental period.
- The tenant transfers a deposit of 600 euros to the landlord. This amount will be refunded by the landlord to the tenant after deduction of what the tenant still owes to the landlord.
- If the deposit is not sufficient, the landlord can address the tenant for the excess.

Cancellation

- If, for whatever reason, the tenant cannot, will not or will not accept the rented property on the agreed date, he will immediately inform the landlord of this. A telephone notification of this must be confirmed in writing or by e-mail.
- In case of cancellation, the tenant owes the following cancellation costs:
 - a. 15% of the rental price in case of cancellation more than 3 months before the start date of the holiday period



- b. 50% of the rental price in case of cancellation longer than 1 month but no longer than 3 months before the start date of the rental period.
 - c. 100% of the rental price in case of cancellation less than 1 month before the start date of the rental period.
- If the tenant informs during the rental period that he will no longer make use of the rented property, he will continue to owe the full rent.
- In addition to the cancellation costs, the landlord may charge a fixed amount of 100 euros in administration costs.
- If the stay is still rented to a third party for the (partially) agreed period, the cancellation costs will be reduced by the rental income.

Instructions for use

- The maximum number of guests is limited to 12 people.
- It is forbidden to smoke in the house.
- Tenant must use the rented property in such a way that he does not act in violation of any law or other government regulation
- The tenant may not cause nuisance or nuisance to local residents or the surrounding area.
- The tenant must take appropriate precautions to prevent damage to the environment in any form whatsoever.
- The tenant must take appropriate measures to prevent damage to the rented property or caused by the rented property.
- The tenant must immediately report damage that has arisen or that threatens to arise to the rented property to the landlord.

Subletting

The tenant is not permitted to sublet the rented property in whole or in part without the prior written permission of the landlord or to give it into use to third parties.

Pets

Pets are not allowed in the rented property.

Liability

- The tenant is liable for all damage to the rented property, unless he proves that he and the persons for whom he is responsible and/or liable vis-à-vis the landlord, do not be at fault with regard to the occurrence of the damage.
- The lessor is not liable for the damage suffered by the tenant as a result of defects of the rented property unless:
 - a. These defects were known to the landlord at the start of the lease
 - b. The defects on the basis of a legal obligation are attributable to the landlord
- The lessor is not liable for the damage suffered by the tenant as a result of defects in changes or additions made by the tenant to the rented property.
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- The lessor is not liable for damage caused by causes over which the landlord has no influence such as, but not exclusively: frost, storm, lightning strike, riots, armed conflicts, natural disasters and other calamities.

End of rental agreement and delivery

- Tenant will deliver the rented property to the landlord at the end of the lease in the state as described in article 4.
- The tenant is obliged to use the rented property properly and to leave the rented property in good condition, neat and tidy. Large / exceptional (final) cleaning costs are not included in the rental price.

Failure to fulfil obligations

- If one of the parties does not comply with its obligations, the other has the right to dissolve the agreement in whole or in part, unless the shortcoming is of a minor nature or scope. In the event of dissolution, there is a claim for compensation for any damage, unless the shortcoming can be attributed to this party.
- In the event of dissolution or partial dissolution due to a shortcoming of the landlord, he will refund (part of) the rent paid.

Consequences of nullity or voidability

- If part of this rental agreement is void or voidable, this does not affect the other provisions in the agreement. In that case, a provision that is void or voidable is replaced by a provision that comes closest to what the parties had in mind at the time of concluding the agreement on that point.

Applicable law and competent court

- This agreement is governed by Belgian law.
- In the event of any disputes, only the courts of the judicial district where the rented property is located are competent.

