

Booking terms

Between owner and tenant

1. SUBJECT

The owner hereby lets to the tenant and the tenant hereby rents from the owner the following housing accommodation:
a holiday home suitable for a maximum of 14 people (children and babies included), situated at 6 Filip Van Maertrichtplein – 8400 OOSTENDE – BELGIUM

2. DESCRIPTION OF THE HOLIDAY HOME

- *Ground floor:* hall with toilet, sitting corner with TV, hi fi, wood-burning stove, kitchen and dining room.
- *First floor:* 3 bedrooms with double beds, private bathroom with shower and toilet.
- *Second floor:* 1 bedroom with a double bed and a private bathroom with shower and toilet, 1 bedroom with twin beds and 1 bedroom with 2 bunkbeds for 1 person, one bathroom with shower and toilet to share, reading corner.
- *5 parking places outdoors, spacious inner courtyard*

These general conditions are complementary to the terms on our rental document. A few modalities such as costs, agreements etc.. are abbreviated for reasons of simplicity. The general conditions, however, are complementary and are to be observed as a rule.

Bookings cannot be accepted from persons under 18 years of age. All reservations made by persons under 18 years of age are considered as non-existent and damages can under no circumstances be claimed.

3. STATE OF REPAIR

The owner lets the house in a good state of repair. Tenants shall keep the property and all furniture, fixtures, fittings and effects in or on the property in the same state of repair as at the start of the holiday, and shall leave the house in the same state of cleanliness and general order in which it was found.

The owners are the first point of contact in case of complaints. It is important that a complaint is made immediately so that an on-the-spot investigation can be made if necessary and remedial action can be taken if required.

If the owner can not be reached within 24 hours the complaint should be made in writing by registered letter.

4. PURPOSE AND USE

- The holiday home can sleep 14 guests. There are 10 double beds and 4 single beds.
- There are facilities for 14 people.
- The property can only be occupied by the number of persons stated in the booking confirmation or as subsequently agreed with the owners.
- Het Fluisterbos reserves the right to refuse occupancy of the property without any form of compensation if this condition is not observed.

- Tenants are not allowed to assign their rights nor to sublet the property

5. TERMS AND CONDITIONS

The rental price is stated on our rental document.

- Payment of a 30% deposit of the total accommodation cost must be made within 5 days after receipt of documents to secure your booking. Any balance due needs to be paid four weeks prior to arrival. All payments must be made by bank transfer. You can find our account number on our rental document.
- If a booking is made less than four weeks prior to arrival date, then full payment of the accommodation costs is requested.
- The owner reserves the right to temporarily refuse entrance to the property until the full amount is paid.
- The tenant is in default where the owner has not received the balance in due time. In that case an overdue reminder letter or mail will be issued to the tenant. If the balance is not received within five (5) days of that reminder, the owner reserves the right to treat the booking as cancelled. The deposit of 30% will be considered as cancellation costs.
- Please note that we charge a bond to cover all losses or to recover the cost of extra cleaning or repairs and replacements. This amount should be transferred four (4) weeks prior to arrival. The guest is responsible for the house and contents for the duration of his stay and apart from reasonable standard cleaning requirements, the property must be left in the same condition as it was upon arrival.
- If no damage is done, the bond will be returned within 2 weeks upon departure.
- In case of any damage, the bond will be settled after repairs or replacements.
- The bond will be returned by bank transfer.
- In the event of the accommodation becoming unavailable by force majeure, the owner will notify the tenant immediately and will refund all money paid within one week after cancellation.
- The tenant should notify the owner immediately in writing if he/she wishes to cancel the booking or a part of the booking. The cancellation only takes effect when the owner has received written confirmation from the tenant.

Cancellation policy:

For cancellations between the booking date and 42 days prior to the arrival date: 30% of the total amount is due.

For cancellations between the 42nd day (included) and the 28th day (not included) prior to arrival: 60% of the total amount is due.

For cancellations between the 28th day (included) and the 2nd day (not included) prior to arrival: 90% of the total amount is due.

For cancellations between the 2nd day (not included) and the arrival date: 100% of the total amount is due.

6. CONSUMPTION AND CHARGES

Fixed charges are stated on our rental document.

Bath and kitchen towels are included in the price. Bed linen is **not** included.

The holiday home has been thoroughly cleaned before your arrival. Please ensure that the property is left in the same clean and tidy conditions in which it was found.

May we kindly ask you to

- tidy up every room
- empty all storage compartments
- close the windows everywhere
- place the furniture back to its original place in every room

KITCHEN

- do the dishes, empty the dishwasher and place everything back in the cupboards
- empty the fridge and the freezer
- clean all electrical appliances and all work surfaces and tables
- empty the bins

BATHROOM AND TOILETS

- clean the toilets and shower
- empty the bins

Consumption of water, electricity and gas is not included. You can consult the prices on our rental document.

Meters are checked upon arrival and departure by ourselves or our representative in presence of the tenant.

There is one bag of firewood and one bag of charcoal included.

All extra consumption charges will be deducted from the bond.

7. RESPONSIBILITY

The owner cannot be held responsible for any accident whatsoever in or around the holiday home.

The tenant shall be liable for any theft or damages caused to the household effects if no traces of burglary are found. E.g. when doors or windows have not been properly closed during his absence. All costs of repair and replacement thereof shall be payable from the guest's bond at the end of the stay.

8. LIABILITY

- During the period of the holiday the tenant is liable for the conduct of his guests.
- The tenant is aware of the fact that a cancellation insurance is recommended.
- The tenant keeps the property in the same state of repair and condition as at the commencement of the holiday and ensures that at the end of the holiday the property is left in the same state of order and cleanliness in which it was found.
- The tenant shall take responsible care of the holiday home (e.g. close all windows and doors by heavy rainfall and wind, lock up the house properly in case of his absence, respect the environment and the noise restrictions and consume water, gas and electricity reasonably).
- In the event of a breach of any of the undertakings the property owner can make the guests leave the house before the end of the holiday. The tenant shall have no claim for compensation or reimbursement whatsoever.

- The tenant shall be responsible for the property during his stay. He shall take reasonable care of the property and shall leave the property, including all utensils, fixtures, fittings and equipment on, in or about the property in a clean and tidy condition, at the end of the stay.

The tenant shall be liable for any breakages or damage caused to the property or any part thereof or any of the chattels therein that may occur during the guest's occupation of the property, as a consequence of bad behaviour, of abnormal use of the property or its chattels, of theft or fire. All costs of repair and replacement thereof shall be payable from the guest's bond at the end of the stay or charged by invoice should the balance of the bond be insufficient.

- All damage has to be reported to the owner before departure.
- The owner can not be held responsible for any amendments, hinder or disruptance of the tenant's stay in case of force majeure.
- The owner can not be held responsible for inconveniences caused by third parties such as town councils, province departments etc...
- The owner shall not be liable for any loss, theft or damage to the luggage, the personal belongings or the car of the tenant, nor for any costs resulting from delays or strikes.

9. VISIT OF THE OWNER OR HIS REPRESENTATIVE

The owner or his representative is allowed to visit the property to check if all commitments are being performed or to attend to works that need to be done. This is only possible by previous appointment with the tenant and with due respect for his privacy.

10. PETS & NO SMOKING POLICY

Sorry, we are unable to accommodate pets.

If the tenant breaches this clause the property owner (or his representative) may make the tenant leave before the end of the holiday. If this happens, the tenant shall have no claim for compensation or reimbursement whatsoever.

There is no smoking permitted inside the house. Please dispose of cigarette ends thoughtfully if you smoke outside.

11. MISCELLANEOUS

Your payment is your consent to all our terms and conditions.

All contractual obligations arising out of these conditions shall be subject to the Belgian Law and the exclusive jurisdiction of the Court of Brugge (Bruges).