

## **Booking conditions**

Landlord's name: Tracy Jehle, les Blancs, 58230 St Agnan, hereinafter at call it "landlord or lessor."

**General: It is wise to read these "Booking Conditions" carefully.**

**Both you and we, landlord, will find our rights and obligations herein. By making a reservation with us, you confirm that you agree with the terms and conditions printed below.**

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### **1. Booking**

1-1. Reservations can be made by telephone, internet, e-mail or in writing. These ways of reservations are binding for you and the landlord after confirmation.

### **2. Reservation order and payment**

2-1. Each reservation order will be confirmed by the landlord by means of a reservation confirmation.

2-2. After receiving the reservation confirmation, you must pay 30% of the rent within 8 days.

The remainder of the rent must be paid no later than 8 weeks before the start of the rental period together with the deposit due. Reimbursement of the deposit will take place within 14 days, under the conditions of point 9.

If you make a reservation within these 8 weeks, you will be required to pay the amount at once after receipt of the reservation confirmation.

2-3. In addition: if you make a reservation at short notice, i.e. two weeks or less before the start of the rental period, you must make the payment by bank or telebanking. Your payment statement together with the reservation confirmation constitutes your complete rental agreement.

2-4. In the event of late payment, the lessor is entitled to cancel the reserved holiday home. Money already paid will not be refunded; the cancellation conditions will then remain in full force (see point 4).

### **3. Right of option**

3-1. Any reservation can be cancelled within 8 days from the date of reservation. Cancellation can only be done by email with the reservation forms attached. The landlord will confirm your cancellation upon receipt.

3-2. In case of cancellation after these 8 days, the cancellation conditions will remain in full force (see point 4).

3-3. When making a reservation within 8 weeks before the start of the rental period, this option right is not valid and the normal cancellation conditions under point 4 apply.

### **4. Cancellation by tenant**

4-1. Cancellations must be made by telephone or email to the landlord and simultaneously confirmed in writing (email), enclosing the reservation forms. Immediately after receipt of the written cancellation, the lessor will send a cancellation confirmation/notice.

4-2. In the event of cancellation within 8 days of booking, the option right is effective (see point 3).

4-3. In case of cancellation after 8 days and up to 8 weeks before the start of the rental period, 30% of the rent will be charged.

4-4. For cancellation within 8 weeks but 4 or more weeks before the start of the rental period, 60% of the rent will be charged.

4-5. If cancelled within 4 weeks before the start of the rental period, the fully invoiced amount is due.

4-6. Funds already paid will be settled and paid immediately in accordance with the cancellation provisions and the cancellation note.

### **5. Cancellation by Landlord**

5-1. If any\* (personal or business circumstances) landlord necessitates cancellation of the already rented holiday home, the tenant will be informed immediately. Landlord will immediately refund the amount already paid by tenant. Tenant has no more or other right than to reclaim this amount. \*Excluded are all forms of force

majeure for example: extreme nature or weather conditions, virus outbreaks (with associated possible closure of border), travel ban, negative travel advice, war, terrorism, etc).

5-2. In case of cancellation by the lessor from 8 days before the start of the rental period, the lessee is also entitled to compensation of €125,- .

5-3. Excluded from point 5-2 are short term reservations, i.e. reservations that have taken place 5 weeks or less before the start of the rental period.

#### **6. Changes by the tenant**

6-1. If you wish to make any changes to your reservation, of whatever nature, you must inform the landlord immediately. This change will be confirmed in writing by the lessor.

6-2. Changes in the rental period are overbookings.

#### **7. Transfers by the tenant**

7-1. If you wish to make changes to the rental period, this is possible up to 8 weeks before the start of the rental period of the booked holiday home; the associated costs are €90,-. If you wish to make changes later than this period, this will be considered as a cancellation and the cancellation conditions will remain in full force (see point 4).

#### **8. Liability of the tenant**

8-1. During your stay in the holiday home, you as the tenant are fully liable for the rented holiday home, the furnishings and all items belonging to the rented property and any damage caused by you and/or your accompanying persons must be fully compensated by you, immediately and to the manager. The landlord is entitled in advance to hold the tenant liable if the damage caused has not been settled, or not properly settled, or if the costs to be paid on the spot have not been paid (in full) by the tenant. All related (collection) costs are for the account of the tenant mentioned in the reservation confirmation.

8-2. The house regulations present at the holiday home and/or provided are an integral part of the tenancy agreement and must therefore be strictly complied with.

#### **9. Liability of Landlord**

9-1. The landlord cannot accept any liability for loss, theft, damage or injury of any kind caused to tenants of the holiday home.

9-2. Obvious errors or mistakes in the description of the holiday home do not bind the landlord.

9-3. Reimbursement of the deposit will be made to your bank account after by returning the keys and deducting any damage suffered. This at the discretion of the caretaker on site.

#### **10. Complaints**

10-1. Despite all our efforts and concerns, it is still possible that you believe you have a justified complaint. This complaint should, as far as possible, be submitted to the manager on site. If direct submission is not possible or if the complaint is not satisfactorily resolved, it must be submitted to the landlord in writing, stating reasons, no later than 4 weeks after the end of the rental period. Subsequent complaints will not be accepted and an alleged right of action will lapse.

10-2. In serious cases, you should contact the landlord directly from your holiday destination. Usually a reasonable, acceptable solution is possible and you retain your holiday enjoyment.

10-3. Leaving the rented holiday home nullifies all rights to compensation.

10-4. Landlord is, in any case, maximum liable for the amount of the rent.

#### **11 cancellation insurance**

11.1. For your own protection you should take out appropriate cancellation insurance. This can be obtained from the insurance company of your choice. You should be well informed about what will be reimbursed in the event of force majeure situations such as terrorism, outbreaks of infectious diseases, code orange and code red, etc. Under no circumstances can we be held liable for refunds, vouchers or other compensation for payments made in situations of force majeure.

#### **12. General**

12-1. Before booking, please also read the important information about the holiday home. This information is an integral part of these booking conditions.