

## General terms and conditions

### Art. 1. Identification, definitions and scope of the general conditions of the contract for the provision of a furnished accommodation for the tenant customer on behalf of the owner

#### 1.1. Identification

**Ardennes-étape** is a trademark operated by **ASTERIA SRL**, whose registered office is in Belgium at 4970 Stavelot, Avenue Constant Grandprez, 29.

**ASTERIA SRL** can be contacted by phone at +32 80 29 24 00, by fax at +32 80 29 24 09, and by e-mail at [info@Ardennes-Etape.com](mailto:info@Ardennes-Etape.com).

**ASTERIA SRL** is registered with the VAT number BE 0473952094 and is registered with the Banque Carrefour des Entreprises under number 0473.952.094.

It is accredited by the Professional Institute of Real Estate Agents (IPI) under number 513857.

Its banking details are: IBAN: BE25340027377882 - Bic: BBRUBEBB.

#### 1.2. Definitions

We define as:

- **"Ardennes-étape"** : ASTERIA SRL, as identified in Article 1.1.
- **"Client"** : the tenant customer who reserves an accommodation that Ardennes-étape makes available on behalf of the owner on the website.
- **"Contract"** : the contract of provision which binds, on behalf of the owner, Ardennes-étape to the customer at the end of the procedure of reservation, including these general conditions and the particular conditions of access to the accommodation.
- **"Owner"** : the natural or legal person who is the owner of the furnished accommodation and who mandates Ardennes-étape to take care of its rental.
- **"Accommodation"** : the property described in the particular conditions of the rental contract for a furnished building and reserved by the tenant customer with Ardennes-étape for a specific stay.
- **"Website"** : the Ardennes-étape site whose domain name is ardennes-etape.be, .nl, .com, .de, .fr or .co.uk.
- **"Home Manager"** : the natural person designated by the owner to greet the client and to proceed with the formalities of the reception (such as handing over the keys, etc.).
- **"Price of the stay"** : This is the price, inclusive of taxes, of the occupation of the accommodation, mentioned on the presentation page of the accommodation published on the Website, excluding the deposit, for the selected period given, the declared number of participants, insurance premiums that may be taken out by the client during the booking process, booking fees and mandatory charges.
- **"Rate"** : This is the rental amount mentioned on the presentation page of the Accommodation published on the Website excluding any fees and charges.
- **"Noncompliance"** : when a good or equipment does not correspond to the descriptive information appearing on the Website or in the inventory on entry report.
- **"Defectiveness"** : for a good or equipment to be defective, to suffer from failure.

#### 1.3. Scope

These terms and conditions govern the contractual relationship that Ardennes-étape has with the tenant client on behalf of the owner. They are an essential part of the contract. Consequently, these conditions can only be waived if Ardennes-étape has agreed in advance and in writing. Therefore, the client can in no way claim the application of his/her own terms and conditions, whatever they are. If the client wishes to deviate from the general conditions, the client must make the express request prior to the conclusion of the Contract. In this case, the general conditions will remain applicable in a suppletive manner.

These terms and conditions cancel and replace any other contract(s), general conditions and appendices previously concluded by the client and Ardennes-étape. They are applicable to all contracts subscribed since the 1st of October 2017.

### Art. 2. Purpose and Formation of the contract

#### 2.1. Purpose

Ardennes-étape agrees to the general conditions of this contract to make available to the Client the accommodation, on behalf of their owner, without ever personally enjoying such accommodation. As principal of the Owner, Ardennes-étape takes care of managing the reservations and receives the payment of the price of the stay and, when applicable, the deposit.

Ardennes-étape assumes no responsibility for the proper performance of the contract signed between the owner and the tenant client.

## 2.2. Formation of the contract

The offer of provision of accommodation is presented exclusively by Ardennes-étape on the website and is valid subject to the availability of the accommodation and to the conditions defined by the general and special conditions.

Ardennes-étape enables the tenant client to access the data he/she submitted, before confirming his/her reservation. This access consists of a web page where the Client is invited to confirm each of the modalities of his/her reservation, which the client can then modify, if he/she wishes.

When clicking on the "Book Now" button, the client declares to have read and accepted the general conditions of availability and the special conditions that appear there. This step constitutes an electronic signature which has, between the parties, the same value as a handwritten signature.

Thus, by firmly signing the agreement with the provisions of the general and special conditions, the tenant client is duly informed that she/he enters into a contractual relationship with these conditions. From this moment, the client is therefore obliged to pay the amount stipulated in the booking procedure to Ardennes-étape.

More specifically, the contract is concluded at the end of the following technical steps:

- **Step 1:** Selection of the holiday home for a specific period;
- **Step 2:** Identification of the tenant client by Email (either as a new user or as a registered user). The client - new user - is invited to express their wish to receive or not commercial offers from partner companies. The client will indicate in the "composition" section the exact composition of the group of participants in the stay, and has the opportunity to insert a promotional code;
- **Step 3:** The client - new user - is asked to enter her/his personal details: last name, first name, address, and telephone number. The customer can subscribe to a cancellation insurance or to an insurance covering damages during her/his stay. These insurances are subject to the conditions defined here <https://en.aev5.loc/insurance>;
- **Step 4:** The client is asked to confirm his/her reservation on a page that summarizes its terms. If the terms of the reservation are not in accordance with his/her wishes, the client is free to return to the previous steps by clicking on the number of the step where he/she wishes to modify the information; The client clicks the "Book now" button.
- **Step 5:** The page provides the client with all the information related to his/her booking: the amount to be paid with the details of the payment terms; important documents; ... The Client can (re)take note of the contract details, in the selected language, in printable digital format in the "My Ardennes-étape" section under the "My Reservations" tab.

## Art. 3. Minors

In any case, Ardennes-étape will not agree to contract with a person under the age of 18 . All bookings made by persons under the age of 18 are deemed non-existent, without the client being able to demand any compensation from Ardennes-étape.

The client is obliged to compensate Ardennes-étape for all direct and indirect consequences linked to the fact that he/she has made a reservation by introducing incorrect data.

## Art. 4. Absence of the right of withdrawal

According to Article VI.53 of the Code of Economic Law, in the case of a contract for the provision of accommodation services other than for residential purposes, the client can not exercise the right of withdrawal within 14 days of its reservation without prejudice to his/her right to terminate the contract or to transfer it in accordance with Articles 5 and 7.

## Art. 5. Transfer of contract

The customer is not entitled to transfer the contract, unless there is a written agreement with Ardennes-étape at least 15 days before the start date of the stay.

Ardennes-étape reserves the discretionary right to refuse the transfer of the contract.

The client-transferor and the assignee are in any case jointly liable for the performance of the Contract, and in particular for the payment of the price of the stay and, where applicable, of the deposit, as well as the payment of the transfer fee, fixed at 25 €.

If the client transfers the contract without meeting the conditions detailed in the first paragraph, the contract will be automatically terminated and the client will pay Ardennes-étape the compensation set in Article 7.2.

## Art. 6. Condition precedent

The client who has accepted special access conditions to the accommodation during the procedure of reservation of the stay irrevocably declares to be informed that the contract is concluded under the condition precedent of the owner's agreement who can especially subordinate this agreement to an increase of the deposit.

In this case, the agreement of the owner will occur within 48 hours after the booking by the client.

## Art. 7. Termination of the contract

### 7.1. By Ardennes-étape

A. If Ardennes-étape terminates the contract before the beginning of the stay due to circumstances not attributable to the tenant, the client may choose to :

- Accept another offer of accommodation of equivalent quality presented by Ardennes-étape, the equivalence will be judged by objective criteria, such as the class of the accommodation and the facilities offered. If the accommodation offered by Ardennes-étape is of superior quality, a surcharge may be claimed from the client unless the latter prefers to cease the performance of the contract and obtain a refund of the sums he/she has already paid. If the accommodation offered by Ardennes-étape is of inferior quality, Ardennes-étape will refund the difference in price to the client as soon as possible.
- Require the refund, as soon as possible, of all the sums the client has paid in execution of the contract.

The client can not claim compensation in case of force majeure, defined as any abnormal and unpredictable circumstance, beyond the control of Ardennes-étape and whose consequences could not have been avoided despite all due diligence (For example, without this list being restrictive: reasons attributable to the owner, war, bad weather, fire, floods, natural disasters, quarantined area, death of the Owner...).

For all cases other than those stated above, the client may demand compensation corresponding to the damage actually suffered and justified by evidence. This compensation will in any case be capped at 30% of the price of the rental Rate excluding charges.

B. Ardennes-étape also has the right to terminate the contract without notice or compensation:

- Before the beginning of the stay, if the client does not respect the terms of payment, or if the client entered erroneous data during the booking process;
- During the stay, if the client does not comply with his/her obligations according to the general and special conditions. In this case, the client will owe compensation to Ardennes-étape as detailed in point 7.2.

### 7.2. By the tenant client

The client may terminate the contract at any time, subject to the payment of compensation to Ardennes-étape for the loss subsequently suffered from the cancellation corresponding to the entirety of the fees and insurance premiums and fixed for the surplus at a standard rate in the following manner :

- If the cancellation occurs more than 42 days before the date of the beginning of the stay: 30% of the rental rate;
- If the cancellation occurs between the 42nd day (included) and the 28th day (excluded) before the date of the beginning of the stay: 60% of the rental rate;
- If the cancellation occurs between the 28th day (inclusive) and the 2nd day (excluded) before the date of the beginning of the stay: 90% of the rental rate;
- If the cancellation occurs on the 2nd day (inclusive) before the date of the beginning of the stay or later: 100% of the total rental rate.

### 7.3. In case of force majeure

If the contract could not be executed, either temporarily or permanently, despite the diligence of all parties for unforeseeable reasons beyond their control, the principles of force majeure shall apply in accordance with the contractual balance.

In this case, each party shall consider the interests of the other party. In the first instance, the renter will, as far as possible, re-rent his accommodation in order to limit the owner's loss. As far as Ardennes-Etape is concerned, we shall make every effort to re-let the accommodation as soon as possible. If Ardennes-Etape is able to re-let the accommodation within a reasonable period of time, in the event of temporary force majeure in the sense that it does not render the performance of the contract definitively impossible, the renter shall receive a voucher valid for three years from the date of issue. In a permanent force majeure (such as death, divorce, fire ...) the renter will be entitled to a refund of his reservation on condition that he has fulfilled all his contractual obligations.

Cases of force majeure "CORONA" are defined in Article 17 of these general terms and conditions.

## Art. 8. Change of an essential element of the reservation

### Article 8.1. Before the beginning of the stay

If, after the subscription of the contract and before the date of the beginning of the stay, an essential element of the reservation is missing or is modified, Ardennes-étape will inform the client as soon as possible, as far as Ardennes-étape is aware of it, and in any case before the date of the beginning of the stay.

In this case, the rules set forth in Article 7.1.A shall apply.

### Article 8.2. During the stay

If it appears during the stay that, as a result of exceptional circumstances, one or more element(s) of the reservation can no longer be executed, Ardennes-étape will submit to the client, as soon as possible, another offer of accommodation of equivalent or superior quality, the equivalence will be judged according to objective criteria, such as the class of accommodation and the facilities offered.

If the accommodation offered by Ardennes-étape is of superior quality, the client will not have to pay extra; if the accommodation offered by Ardennes-étape is of inferior quality, Ardennes-étape will refund the difference in price to the client as soon as possible.

If the client does not accept the change or if Ardennes-étape is not able to make such an offer to the client, the contract will be terminated automatically and Ardennes-étape will reimburse the client the price of the stay in proportion to the remaining days until the end date of the stay.

The client may also demand compensation corresponding to the damage actually suffered and justified by evidence. This compensation will in any case be capped at 30% of the price of the rental Rate excluding charges.

The client can not claim this compensation in case of force majeure, defined as any abnormal and unpredictable circumstance, beyond the control of Ardennes-étape and whose consequences could not have been avoided despite all due diligence (For example, without this list being restrictive: reasons attributable to the owner, war, bad weather, fire, floods, natural disasters, quarantined area, death of the Owner...).

## Art. 9. Obligations of Ardennes-étape

### 9.1. Documents provided to the tenant client

Ardennes-étape sends to the tenant client by e-mail and sms, and via his personal profile on the website, a confirmation of the receipt of his reservation by Ardennes-étape, a summary of the reservation and an invitation to pay. Ardennes-étape also sends the Client a pro-forma invoice containing the essential information of the booking.

After the payment of the price of the stay and, if necessary, of the deposit, Ardennes-étape provides the tenant client with:

#### A. A checklist containing:

- The reference of the reserved accommodation;
- The reservation number;
- The items that the client must bring. For example: bed sheets, bath towels, hand towels, toilet paper, cleaning products... or, on the contrary, the confirmation that these items are available on site...;
- Any remarks concerning the accommodation.

#### B. A stay-ticket containing:

- General information about the accommodation: location, comfort, capacity and admission of animals (free or paid), as well as the reference of the accommodation with Ardennes-étape;
- General information about the stay: the reference of the accommodation, the reservation number, the duration of the stay, the dates of the stay and the composition of the group of participants of the stay as communicated by the client;
- The payment methods of any additional charges;
- The terms of payment of the rental deposit;
- The name, address, telephone number of the home manager responsible for the reception, the address of the accommodation and the pickup location of the keys;
- The terms of arrival of the client and important remarks regarding the arrival;
- Other indications concerning the journey, the check-list;
- Where applicable, the special binding conditions of access to the accommodation;

### 9.2. Compliance guarantee

Ardennes-étape guarantees the conformity of the housing descriptions and their contents, with the exception of the estimates of expenses referred to in Article 10.2.2. which have only indicative value. Similarly, photographs, maps and tourist information, as well as the noise level of the accommodation are mentioned for information purposes only and do not imply any obligation on the part of Ardennes-étape.

## Art. 10. Obligations of the tenant client

### 10.1. Information from the client

The client is required to provide Ardennes-étape with correct, complete and up-to-date information, in particular, without this list being exhaustive, concerning the composition of the group of participants in the stay (minors, animals, etc.) and the reason of the stay. The client will assume all generally unspecified consequences, including financial consequences, resulting from any inaccurate, incomplete and/or outdated information that he/she has reported to Ardennes-étape.

### 10.2. Payment obligations

#### 10.2.1. Price of the stay

Within 5 days from the date of confirmation of the reservation, the client pays Ardennes-étape a deposit equal to 30% of the price of the stay, plus booking fees and, if applicable, insurance fees.

The customer pays the balance of the price of the stay and, if necessary, the deposit, 8 weeks before the date of the beginning of the stay at the latest.

If the reservation is made less than 8 weeks before the start date of the stay, the client pays the full price of the stay and, if necessary, the deposit, upon confirmation of his/her booking by Ardennes-étape.

If the reservation is made less than 21 days before the start date of the stay and the payment is made by bank transfer, the client must immediately send proof to Ardennes-étape of this payment.

If the tenant client does not make the payment within the stipulated time, Ardenne-Etape reserves the right to cancel the reservation to the fault of the client before the beginning of the stay in accordance with article 7.1.B.

In no case can the stay begin without the client having paid the full amount of the price of the stay and the deposit, if applicable.

The Client makes all the payments referred to in this article to the benefit of Ardennes-étape by bank transfer to the bank account number indicated on the booking confirmation and/or the pro forma invoice with the mentioned communication or via secure online payment methods.

When the customer chooses to pay online, his/her debit card will be charged immediately after the successful payment is confirmed.

#### **10.2.2. Charges**

The amounts mentioned on the presentation page of the accommodation published on the Ardennes-étape website as energy consumption correspond to an indicative and reasonable consumption taking into account the composition of the group of participants in the stay declared by the client on the reservation and based on normal and responsible usage of the accommodation.

If the rental price of the holiday home includes flat-rate expenses, the defined amounts cover a reasonable consumption according to the number of people specified by the client tenant to occupy the housing during the stay.

The flat-rate cannot, under any circumstances, in a non-exhaustive way, cover the charging of electric vehicles, the installation of inflatable swimming pools, or any other equipment not indicated on the presentation page of the accommodation published on the Website.

The use of resources for purposes other than those of the holiday home will result in the billing of surcharges generated at cost.

The method for calculating expenses is detailed on all pages referring to the accommodation and its price. This may include, without the list being exhaustive, energy consumption, tourist tax, the rental price of sheets, and expenses related to the provision or maintenance of specific equipment.

When the cost of certain mandatory expenses cannot reasonably be calculated in advance in the context of a flat-rate because of their nature, these charges are included in the price of the stay in an estimated manner and the amount indicated is non-contractual.

The estimate of the variable mandatory charges is calculated on the basis of the consumption recorded during previous stays in the holiday home.

The exact amount of these charges is established at the end of the stay.

#### **10.2.3. Deposit**

Unless otherwise stipulated, the client pays, if applicable, the deposit to the manager responsible for the reception when picking up the keys to the accommodation and up to the amount mentioned on the stay-ticket.

In case of non-payment of this deposit, the manager responsible for the reception may refuse to give the keys to the client, without the latter being able to claim any compensation.

Without prejudice to the provisions referred to in Article 11, the deposit shall be returned to the client, by Ardennes-étape or the owner, at the end of the period of 15 working days referred to and after deduction, where appropriate and in priority of any expenses generally resulting from damages or losses caused by the client to the accommodation and/or its contents.

If the amount of damage is greater than or equal to the amount of the deposit, the tenant client agrees to pay in addition the amount covering the charges and if necessary the costs related to the damage.

The client expressly agrees that the return of the deposit will be made only when an agreement is reached between the client and the owner regarding the settlement of any rental damage and the charges and expenses referred to in the preceding paragraph or, failing an agreement, when a final court decision has acquired the force of res judicata.

Ardennes-étape cannot be held responsible for any delay in the return of the deposit when it is the responsibility of the owner.

### **10.3. Responsibility of the tenant client**

#### **10.3.1. Overview**

The client acknowledges that he/she is civilly exclusively responsible for the damages caused to the accommodation, to its contents, to its equipments, to thirds and/or their goods, by his/her acts or those of a person, including the hosts, or an animal for

which he/she must respond as a result of unlawful or wrongful conduct, or unlawful, incorrect or improper use of the accommodation or its contents, theft or fire and the non-performance of his contractual obligations.

The costs incurred by the owner to return the housing, its contents, its equipment and/or its annexes in state, with a deduction made, if necessary, from a coefficient of obsolescence, will be retained on the deposit and, if the deposit is insufficient to cover these costs, billed to the client by the owner.

The client acknowledges that the responsibility of Ardennes-étape will in no way be engaged in case of damage caused during the stay to the client, his/her property, his/her visitors and companions and/or his/her pets. The client pledges, in this case, to formulate directly and exclusively his/her possible grievances to the owner.

Also, the responsibility of Ardennes-étape cannot be engaged or sought by the client, in case of theft, fire or recourse of the owner of the accommodation against the client, for example the damage caused to the provided accommodation.

### **10.3.2. Obligations of the client upon arrival**

Unless otherwise stipulated on the stay-ticket, the arrival of the client and the pick-up of the keys take place between 16 and 18 hours at the address of the provided accommodation.

If the client is unable to arrive during this time slot, whatever the circumstances (eg traffic jams, strikes, etc.), he/she is required to personally inform by telephone the manager responsible for the reception, whose details are mentioned on the stay-ticket, and agree with the manager on another time of arrival.

The client agrees to ask the owner, on the day of his arrival, the delivery of the "Ardennes-Pass" guide. In the event that it is not given to him/her, the client will notify Ardennes-étape, who will do whatever is possible with the owner to deliver the "Ardennes-Pass". Failure to obtain this guide by the client does not give the right to any compensation from Ardennes-étape.

The client has a period of 4 hours after entering the rented premises and, at the latest, until 10 pm on the day of arrival, to report to the owner, his/her representative and Ardennes-étape, according to the terms and conditions provided for in Article 11, any lack of conformity with the accommodation and/or its contents and/or equipment in relation to the information that was communicated to the client which appear on the received inventory on entry report.

The lack of manifestation of the client within this period, will be considered as the recognition by the latter that the information appearing on the home profile and/or on the inventory on entry report are in conformity with reality.

The report will then be considered contradictory to the condition of the holiday home, its contents and its equipment at the time of arrival.

### **10.3.3. Obligations of the tenant client during the stay**

#### **1- To be personally present during the whole stay**

The client irrevocably declares to be informed that he/she alone assumes full responsibility, the details of which are specified in article 10.3.1. The client therefore agrees to be personally present in the provided accommodation for the duration of the stay.

#### **2- To respect the destination of the accommodation**

The client agrees to enjoy the accommodation in a responsible manner, in accordance with the use for which it is intended and the description that is made on the presentation page of the accommodation published on the website. The client therefore agrees to take notice of and to respect all the instructions of use formulated by Ardennes-étape or by the manager responsible for the reception to ensure the stay runs smoothly.

The client agrees to respect the provided accommodation as well as its annexes and its environment, including the acoustic environment.

The client agrees not to park vehicles on places not intended for this purpose (lawn, garden...). The client also agrees not to install temporary accommodations such as a tent, a mobile home, etc.

#### **3- To respect the maximum legal capacity of the accommodation**

The client agrees to respect the maximum legally authorized capacity of the accommodation, as well as the possible prohibition of occupation of the accommodation by groups and/or for purposes not authorized by the special conditions of access to the accommodation, as mentioned for certain properties on the website and on the stay-ticket.

To determine whether the legally authorized maximum capacity is respected, the total number of adults, teenagers, children and babies staying in the accommodation is considered, regardless of the number of beds and/or sleeping furniture physically available in the dwelling.

#### **4- To respect the conditions regarding to the presence of dogs**

Dogs are admitted only if they are expressly authorized at the end of the special conditions of access to the accommodation.

In the event of a ban on the presence of dogs, said ban extends over the entire property of the provided accommodation including gardens and annexes.

The client agrees to respect any special conditions of access to the accommodation for dogs.

If the presence of a dog is authorized by the owner, Ardennes-étape will inform the client of the usual rules of use in the matter. For example, without this list being exhaustive, do not let the dog access the bedrooms, or on the couches, and clean up any animal waste. If the garden is shared with another accommodation, Ardennes-étape will remind the client that it is required to keep his/her dog on a leash and to take all precautionary measures required to avoid any damage to people or property, with the understanding that he/she will be the sole responsible if anything occurs. In addition, the tenant client's attention will be drawn to the fact that he/she is required to comply with all legal obligations in force regarding the detention of dogs deemed dangerous.

#### **5 - To respect the ban on smoking inside the holiday home**

The client agrees to respect and enforce the ban on smoking inside the holiday home to all persons staying in the accommodation.

The interior of the holiday home is considered to be any space isolated from the environment by walls, provided with a ceiling or false ceiling.

If necessary, the client agrees to ask the owners for the most appropriate place to smoke outside the house and the most appropriate way to collect filters, tobacco and other waste that results from the action of smoking.

Ardennes-étape and the owners of the holiday rental cannot be held responsible if nuisances from cigarette odors are found in the accommodation due to non-compliance with this condition by previous tenants.

#### **6- Linens**

Unless otherwise stated, linen (including sheets, duvet covers, pillowcases, bath towels and dish towels) are not provided. The client is required to bring with him/her this linen. The client is also required to cover the mattress with a cover or a sheet. The use of sleeping bags is not allowed. Otherwise, the owner is entitled to deduct from the deposit the cleaning costs of the mattresses and all other bedding items made available to the client.

#### **7- Prohibition to use a fryer**

Unless specified otherwise, the client agrees not to use a fryer in the rented premises during the stay.

#### **8 - Immediately report any defects in the rented premises**

In the event that the tenant client finds a defect in the rented premises that can be resolved rapidly during the stay, it is MANDATORY to immediately notify the owner, the person designated by him/her, or, the manager responsible for the reception as soon as possible; and, where appropriate, Ardennes-étape, in order to allow the owner to give an appropriate response without delay.

Otherwise, the tenant client cannot introduce a claim to the owner or Ardennes-étape.

In the event that a solution cannot be provided immediately during the stay, the tenant client has a maximum period of 48 hours following the end of the stay to submit a claim in the manner specified in Article 11.

#### **9- Possible rental damage**

The clients agrees to inform the owner, the person authorized by him/her, or, the manager responsible for the reception, without delay, and at the time of departure at the latest, of any damages, breakages or losses caused to the accommodation, its content and/or equipment.

The client informs Ardennes-étape simultaneously under the terms specified in Article 11.

If the client does not immediately report any damage, the owner (or the person authorized by the latter) has a period of five working days from the end of the rental period to bring to the attention of the tenant client through Ardennes-étape a statement of damage, breakage or loss caused to the accommodation, its contents and/or its equipment during the stay in accordance with the terms specified in article 11.

#### **10.3.4. Sanctions**

If the tenant client does not fulfill his/her obligations, he/she may be refused access to the accommodation.

Similarly, Ardennes-étape will be entitled to terminate the contract during the stay, in accordance with Article 7.1.B, if it becomes aware of an unlawful or improper use of the accommodation or a behavior of the client or of a person or an animal, which he/she has in his/her custody, causing or likely to cause an embarrassment or a nuisance such as it endangers the smooth running of the stay.

### **10.3.5. Obligations of the client on departure**

Unless specified otherwise on the stay-ticket, the client has the obligation to vacate the provided accommodation before 10 am on the last day of the stay, except on weekends when the departure is allowed between 10 am and 8 pm.

The client is required to return the accommodation, its contents and its equipment in the same state as that recorded in the inventory on entry report as well as in a perfect state of order and cleanliness.

The client remains bound, even if the end of stay cleaning is included in the price, to return the home swept, to clean and to put away the dishes, to clean the electrical appliances (including the barbecue), to put back the furniture that has been moved, to leave the toilet in a clean state, to sort out the waste and put it in the designated place, to undo the beds and fold the sheets, if applicable.

The costs incurred by the owner as a result of non-compliance with the above obligations will be retained on the deposit and, if the deposit is insufficient to cover these cleaning costs, billed to the client by the owner.

### **10.3.6. Insurance**

The tenant client agrees to hold a valid insurance contract covering his/her liability in case of fire in the rented building.

## **Art. 11. Claim management**

### **11.1. Claims submitted by the owner and rental damage**

The owner (or the person appointed by him/her) has a maximum of five working days from the end of the rental period to bring to the attention of the tenant client through Ardennes-étape a statement of damage, breakage or losses caused to the accommodation, its contents and/or its equipment during the stay, PRIMARILY via the online form available at the address "<https://en.aev5.loc/objection>" and, as a last resort, by fax to the number 080 / 29.24.09 or by phone number 080 / 29.24.05, accessible from 9 am to 5 pm every working day, closed on weekends and public holidays. Ardennes-étape will acknowledge its reception within 24 hours.

The claim must be supported by evidence such as, without this list being exhaustive, photos, a statement signed by the tenant client, evidence of exchanges with him/her, copies of documents signed by the parties.

It is specified that if the tenant client fails to report under the terms of Article 9.2.1. any lack of conformity with the accommodation and/or its contents and/or equipment according to the inventory report within 4 hours of his/her entry into the rented premises and, at the latest, until 10 pm on the day of arrival, any deterioration of the property with regard to the conclusions recorded in the inventory on entry report will be presumed to have been caused by the fact of the renting unless the tenant client proves that these damages, breakage or losses took place without his/her fault or that of a person, including his/her guests, or of an animal, which he/she must answer for.

The owner will send, as soon as possible, an estimate established objectively in view of the contract, evaluating the cost of the work necessary for the restoration of the housing and/or its contents, taking into account, when applicable, the obsolescence of the damaged property.

The costs incurred for the repair and/or refurbishment will be levied in priority on the deposit.

### **11.2. Claims submitted by the tenant client**

#### **11.2.1. Non-compliance of rented premises**

The tenant client has a period of 4 hours after entering the rented premises and, at the latest, until 10 pm on the day of arrival, to report to the owner through Ardennes-étape any lack of conformity with the accommodation and/or its contents and/or equipment in relation with the information provided to him/her and the information contained in the inventory on entry report he/she received.

The complaint will be made PRIMARILY via the online form available at the address "<https://en.aev5.loc/objection>" and, as a last resort, by fax to the number 080 / 29.24.09 or by telephone number 080 / 29.24.05, available from 9 am to 5 pm every working day, closed on weekends and public holidays. Ardennes-étape will acknowledge its reception within 24 hours.

he claim must be supported by evidence such as, without this list being exhaustive, photos, evidence of exchanges with the owner.

The lack of manifestation of the client within this period, will be considered as the recognition by the latter that the information appearing on the home profile and/or on the inventory on entry report are in conformity with reality, so that no request can be made on this regard.

#### **11.2.2. Defective rented premises**

In the event that the tenant client finds a defect in the rented premises that can be resolved rapidly during the stay, it is MANDATORY to immediately notify the owner, the person designated by him/her, or, the manager responsible for the reception; in order to allow the owner to give an appropriate response without delay. In all cases, the client will also inform Ardennes-étapes simultaneously. Failing to do so, no claim under this matter may be made in accordance with the Article 10.3.3.8 of the general conditions relating to the rental agreement.

Claims that cannot be made during the stay or that have not been satisfactorily resolved during the stay must, in order to be admissible, be reported to the owner via Ardennes-étape 48 hours after the end of the stay at the latest, PRIMARILY via the online form available at the address "<https://en.aev5.loc/objection>" and, as a last resort, by fax at number 080 / 29.24.09 or by telephone to the number 080 / 29.24.05, accessible from 9 am to 5 pm every working day, and closed on weekends and holidays.

Ardennes-étape will acknowledge its reception within 24 hours.

The claim must be supported by evidence such as, without this list being exhaustive, photos, evidence of exchanges with the owner.

If necessary, the owner will make every effort to adequately compensate the client and, when applicable, Ardennes-étape for the possible loss of profits that would result.

If the complaint can not be resolved amicably through Ardennes-étape within a maximum of 4 months from the submission of the complaint, Ardennes-étape will terminate its intervention. Then there will be a dispute that the owner and the client will have to resolve exclusively between them.

## Art. 12. Governing Law

The general conditions and the contract are governed by Belgian law.

## Art. 13. Competent Judge

In the event of any dispute relating to the creation, the interpretation or the execution of the general conditions and/or the contract, only the courts of the judicial district of Liège-Huy-Verviers will be competent.

## Art. 14. Collecting and publishing guests' experiences After the stay

Ardennes-étape will ask the Customer, via a satisfaction survey, for her/his general impressions of the accommodation she/he stayed in, as well as his/her appreciation of the service provided by Ardennes-étape. The sole purpose of this information is to improve the quality of our holiday homes as well as our services, in order to meet the mission, vision and values upheld by Ardennes-étape. The Customer agrees that this information is shared, in whole or in part, with the owner of the accommodation. As part of the satisfaction survey, Ardennes-étape encourages the Customer to write a review concerning the stay in the holiday home where he/she has resided. The Customer agrees that the review complies with the publication charter available here <https://en.aev5.loc/guidelines-for-publication>. The Customer authorises Ardennes-étape to publish this review on the Ardennes-étape website in relation with the accommodation concerned and in the company's communication and promotional media.

## Article 15. Gift vouchers

### 15.1 Definition

The "**Ardennes-étape gift voucher**" is a means of payment that may be used by the customer during the booking procedure on the Ardennes-étape website in order to pay in whole or in part the price of a holiday house. The "price" refers to the rental price, the additional costs, the security deposit and the insurances.

### 15.2 Value

The "**Ardennes-étape gift voucher**" is worth a minimum of €5 and a maximum of €2,500.

### 15.3 Form

**15.3.1.** A unique code is displayed on the "**Ardennes-étape gift voucher**" and must be entered on the Ardennes-étape website after the booking procedure. To do so, the customer must choose the "gift voucher" payment method. This code may only be used once and for one single booking.

**15.3.2.** The "**Ardennes-étape gift voucher**" is nominative and may not be sold or refunded.

### 15.4 Validity

**15.4.1.** The "**Ardennes-étape gift voucher**" remains valid up until one year after issuance. The expiration date is displayed on the gift voucher.

**15.4.2.** If the expiration date of the "**Ardennes-étape gift voucher**" has passed, there will be no possible recourse against Ardennes-étape.

### 15.5 Conditions of use

**15.5.1.** If the customer has got more than one "**Ardennes-étape gift voucher**", they may be combined for use in a single purchase.

**15.5.2.** If the booking price is lower than the "**Ardennes-étape gift voucher**" value, the customer may not claim any refund of the remaining voucher value. The remaining value may be used as a new gift voucher. The expiration date of the new gift voucher stays the same.

**15.5.3.** The "**Ardennes-étape gift voucher**" or its remaining value is not convertible in cash refund.

**15.5.4.** In case of theft or loss there will be no possible recourse against Ardennes-étape.

**15.5.5.** In case of cancellation of a booking wholly or partly paid by a **gift voucher**, and if the customer is entitled to a whole or part refund of the booking, the amount to which the customer is entitled will be refunded by a new one-year valid gift voucher with an issue date corresponding to the cancellation date.

**15.5.6.** The "**Ardennes-étape gift vouchers**" are only valid on stays that are to begin after the issue date of the voucher.

**15.5.7.** The "**Ardennes-étape gift voucher**" is valid for the available holiday accommodation on the website of Ardennes-étape. Ardennes-étape does not guarantee the availability of a specific holiday accommodation.

## Article 16. Discount code

### 16.1 Definition

The "**Ardennes-étape discount code**" offers a discount on the price of the holiday home. The price contains the rental price and the administration costs.

### 16.2 Value

The value of the "**Ardennes-étape discount code**" depends on the action.

### 16.3 Form

**16.3.1.** The "**Ardennes-étape discount code**" exists out of a unique code which needs to be inserted during the booking procedure of a holiday home on Ardennes-étape's website. The code can be used just once and for one reservation only.

**16.3.2.** The "**Ardennes-étape discount code**" is not allowed to be sold, reimbursed or exchanged.

### 16.4 Validity

**16.4.1.** The validity of the "**Ardennes-étape discount code**" depends on the action. The conditions are mentioned on the publicity tool of the discount code.

**16.4.2.** If the due date of the "**Ardennes-étape discount code**" has passed, Ardennes-étape cannot be held responsible.

### 16.5 Conditions of use

**16.5.1** One discount voucher maximum can be used per booking. The discount voucher is in the name of the customer and therefore cannot be used by anyone else.

**16.5.2.** The "**Ardennes-étape discount codes**" or the remaining values thereof, are not exchangeable for money.

**16.5.3.** In case of theft or loss, Ardennes-étape cannot be held responsible.

**16.5.4.** In case of cancellation of a reservation where an "**Ardennes-étape discount code**" has been used, the customer will receive a new discount code if there are no cancellation costs yet. For this, the client needs to contact Ardennes-étape.

In case there is already a cancellation fee, the discount code is no longer valid. The "**Ardennes-étape discount codes**" are only valid for reservations and stays that take place after the issue date of the gift voucher.

**16.5.6.** The "**Ardennes-étape discount codes**" are valid for the general offer of available holiday homes that are online, on the website. Ardennes-étape therefore does not guarantee any availability for one holiday home in particular.

## Article 17. covid-19

In accordance with the decisions taken by the authorities at the end of the lockdown, all our holiday homes have been reopened since 8 June. Nevertheless, reservations can only be made in compliance with the legal standards in force at the time of the stay.

Ardennes-Etape shall therefore, in accordance with article 7.3 of the general conditions, consider the following as cases of force majeure resulting from covid-19. This only applies in the following cases if the situation was not known at the time of booking and/or confirmation of the booking by the renter:

- The closure of the holiday home by the authorities
- The closing of national or local borders that legally prevent access to the rented holiday home

- A firm and formal ban on travelling to the place of your stay. A "strongly discouraged" trip is not force majeure!
- Any mandatory (and not strongly recommended) step that de facto prevents the stay: a quarantine for a stay exceeding the tolerance period (if your stay lasts 2 nights and the tolerance period is 48 hours, your stay is not covered by force majeure) or a mandatory covid19 test on arrival or return.
- A legally imposed limitation on the number of people allowed in a holiday home which makes it impossible to keep the reservation.

We draw your attention to the fact that it is your responsibility to comply with the legal provisions both at the time of your reservation and during your stay.

Any reservation made after June 30th will be made in full knowledge of the rules mentioned above, to know whether force majeure applies in the event of cancellation.

Neither the owner nor Ardennes-Etape may be held responsible for any infringements detected by the authorities at the time of your stay. This is because we are not able to verify the reality of the information you communicated to us at the time of your reservation.

If you are not sure that your group composition respects the legal limit, we invite you to contact the Belgian federal authorities via <https://www.info-coronavirus.be/en/contact/> and keep us informed.