

Concepts:

In these general conditions it is understood under:

(Main)Tenant: a person, on who rents or wishes to rent the holiday house.

Co-tenant: person who stays together with the (main)tenant in the holiday house.

Owner: the legal owner of the holiday house, Mr. and Mrs. Lauwen.

Holiday house: Gite Sant Venter offered to rented by the owner as holiday accommodation

1. Relevant General Conditions

These general conditions apply to all offers and tenders of, agreement with, supplies and services of the owner. Derogatory stipulating, appointments or regulations apply only if and insofar these have been confirmed by the owner in writing. Verbal appointments and/or promises are exclusively valid if the owner has confirmed them in writing.

2. Offers and prices

Offers of Gite Sant Venter are not binding and occur subject to interim changes.

All indications o the website of Gite Sant Venter is esteemed to be supplied in good faith and still occur with a proviso of interim adjustments. The owner is clearly not bound to errors and omissions on his website.

3. Realization and contents agreement

3.1 An agreement between owner and the tenant is brought about by confirmation of a telephonic, written or electronic (internet/e-mail) booking.

3.2 After booking, the tenant receives a confirmation of the booking/rental agreement, which serves as proof of the agreement.

3.3 In the interest of a good booking and prevention of misunderstandings, after receiving the booking confirmations or rent agreement, the tenant is required to thoroughly check the booked details and report incompleteness or inaccuracies within 7 days to the owner after receipt of the booking confirmation. If a similar mention is outside the constituted terms, then the tenant is not entitled to invoke the incompleteness or inaccuracy of the cooking confirmation/ rent agreement.

3.4 The owner still has the right to withdraw a booking without reason.

4. Cancellations

4.1 The tenant is entitled to cancel a booking, in writing, without costs within a given time of 7 days, unless the stay in the holiday house elapse within 1 calendar month after the booking. The date of the postage stamp or the date of the concerning e-mail message is reported determinative for the answer of the question if the cancellation occurs swiftly. On expiry of the period mentioned in 4.1, the tenant is only entitled to written cancellation against settlement of the next cancellation costs:

-when cancelling up to the 56th day before commencement of the first residing: 30% of the rent amount;

-when cancelling from the 56th day to the 28th day before commencement of the first residing day: 60% of the rent amount;

-when cancelling from the 28th day to the first residing day: 90% of the rent amount;

-when cancelling on the first residing day or later: the full rent amount.

4.3 Cancellation of a booking through the (head)tenant is also considered an annulment at the expense of co-tenants.

5. Payment

5.1 Payment of the full rent sum must be settled, at the utmost 8 weeks before the first day of the stay in the booked holiday house. Payment settlement in 2 terms:

30% of the rent sum must occur within 7 days after booking;

70% of the rent sum must be settled at the latest 8 weeks before the first day of stay.

5.2 Contrary to the specifics in 5.1 payments of late bookings (i.e. bookings within 8 weeks before the first day of stay) need to take place in full within 3 days after booking.

5.3 Payment can only take place by means of bank transfer.

5.4 The owner is not responsible for sending or reminding the tenants about the expiry of a payment term or account summaries, unless otherwise stipulated in the agreement.

5.5 The tenant never has the right to suspend the payment. After the expiry of the payment terms, the tenant is omitted. The tenant can raise the omission by paying the full rent money to the owner within 3 days after entering the omission.

6. Security deposit

6.1 The tenant needs to pay a security deposit of €100 (or £75) for the stay in the holiday house. The deposit should be included when the payment balance is sent.

6.2 The deposit will be refunded in full within 14 days of the end of stay in the holiday house. The additional costs (such as extra cleaning costs) and observed damages or loss of things present in or to the holiday house is settled with the deposit and the remainder of the deposit is repaid to the tenant. For the repayment of the deposit the tenant needs to provide the owner with his/her full address and bank account details (account number and IBAN and BIC code).

7. Tenant laws and obligations at the place of the holiday house

7.1 On arrival at the holiday house, the tenant need to collect the keys from the holiday house between 16.00h and 21.00 h from the owner. On an arrival outside the mentioned time, then the tenant need to make an appointment with the owner.

7.2 The tenant is required to vacate the holiday house by 10 am on the day of departure.

7.3 The tenant and his/her co-tenants are lawfully responsible for any damages to or in the holiday house. In such a case, any damages needs to be reported by the tenant directly to the owner.

7.4 On departure, the tenant needs to leave the holiday house in a descent state-meaning: leave house clean. The things present inside the holiday house needs to replace in its original place (as on arrival). Dinner sets needs to be washed and packed away at its original place. The owner will observe whether (several) things have not been placed in its original place or if the holiday house has been cleaned, if not, the owner is entitled to charge the tenant extra (cleaning) costs.

7.5 Pets aren't allowed in and around the holiday house

7.6 The maximum of guests of the holiday house must not be exceeded, except with written agreement. If is then we reserve the right to make a pro-rata charge.

8. Termination of the rental agreement

8.1 The owner is authorized to cancel the rental agreement with immediate effect:

-if, incase of notice of default, and neglect of the fulfillment of important issues, which have to be applied to, stated in the rental agreement and/or these conditions.

-in case the tenant has been summoned to this, not acting as a good tenant, in particular if the tenant, in spite of warnings from the owner, caused serious hindrance to his/her accommodation surroundings.

9. Circumstances beyond our control: act of God clause: disasters/ force majeure

9.1 In case of "circumstances beyond our control", both of a permanent and temporary nature, the owner is authorized to annul the agreement completely or partially or to suspend it temporary without the tenant having to claim on performance and/or indemnification. The following can be understood under "circumstances beyond our control" but not exclusively: danger of war, revolt, war risk, strikes, boycotts, traffic interference or transport, measures of authorities, scarcity of raw materials, natural calamities, and further other circumstances, extraordinary weather conditions in which complete or partial compliance with the agreement cannot be demanded to reasonableness and fairness from the owner.

9.2 If "circumstances beyond our control" appears while the tenant only can make partial use of the holiday house, the rental agreement need to be regarded unbinding for the already utilized time.

10. Liability

10.1 The owner cannot be kept liable for the damage caused in the holiday house by the tenant or third party; the tenant will secure the owner from these related liabilities. In particular the owner is not responsible for interferences in and around the holiday house as but not excluding, interruptions and failure of current- and water supplies and technical installation, not or untimely announced building activities and changes to entrances-or main roads.

10.2 The owner can only be kept responsible for damage, which is owing to the gross fault of the irresponsibility of the owner.

10.3 Without prejudice to the former related issues the liabilities of the owner is limited to direct damage and in every form of consequent damage excluded. The liability of the owner is still limited to the maximum amount that the insurer will pay to the owner in the appearing cases.