



## GENERAL CONDITIONS OF SALE

### ARDENNES-ETAPE

#### Article 1. Company details, definitions and scope of the Rental Terms and Conditions

##### 1.1. Company details

**Ardennes-Etape** is a trade mark of **ASTERIA** sprl, whose registered address is 4970 Stavelot, Avenue Constant Grandprez 29, Belgium. **ASTERIA** sprl can be contacted by telephone on +32 80 29 24 00, by fax on +32 80 29 24 09 and by email at [info@ardennes-etape.com](mailto:info@ardennes-etape.com).

**ASTERIA** sprl has VAT registration number BE 0473952094 and is entered in the Belgian central business register (Banque-Carrefour des Entreprises) under number 0473.952.094. It is accredited by the Institut Professionnel des Agents Immobiliers (Professional Institute of Letting Agents - IPI) with number 502682.

##### 1.2. Definitions

The following definitions shall apply:

- '**Ardennes-Etape**' means **ASTERIA** SPRL, identified in more detail in Article 1.1;
- '**Client**' means the customer who books accommodation let by **Ardennes-Etape** on behalf of the Owner, via the Website;
- '**Terms and Conditions**' means these Rental Terms and Conditions;
- '**Contract**' means the letting contract binding **Ardennes-Etape** to the Client upon completion of the booking procedure, which comprises the Terms and Conditions and Special Conditions of Access to the Accommodation.
- '**Owner**' means the individual or company (or their representative) who owns the accommodation let to the Client through **Ardennes-Etape**;
- '**Website**' means the **Ardennes-Etape** website, the domain name of which is Ardennes-Etape.be, .nl, .com, .de, .fr or .co.uk.

##### 1.3. Scope

These Terms and Conditions shall govern the contractual relationship which **Ardennes-Etape** engages with the Client. They are an essential element of the Contract. Consequently, there may be no derogations from these Terms and Conditions without the prior written consent of **Ardennes-Etape**. Therefore, the Client may under no circumstances seek to implement his/her own terms and conditions, whatever they may be. If the Client wishes to derogate from these Terms and Conditions, s/he must make a specific request prior to the conclusion of the Contract. In such a case, these Terms and Conditions shall nevertheless remain of supplementary application.

These Terms and Conditions shall annul and replace any other contracts, terms and conditions or annexes concluded previously by the Client and **Ardennes-Etape**. They shall be applicable to all bookings made from 1 September 2014 onwards.

#### Article 2. Purpose and agreement to the Terms and Conditions

##### 2.1. Purpose

**Ardennes-Etape** shall promote and let accommodation to the Client on behalf of its Owner, without ever having use of that accommodation itself. As the Owner's agent, **Ardennes-Etape** shall manage bookings and take receipt of payment of the majority of the total price of the stay.

##### 2.2. Agreement

The accommodation shall be advertised exclusively by **Ardennes-Etape** via its Website. Any booking made by the Client via the Website, according to the procedure set out in Article 3.2, shall imply that s/he has read and agrees to the Terms and Conditions, even without signing them.

The Client and Ardennes-Etape agree that the booking by the Client is definitively confirmed when the Client clicks on the button 'Yes, I book now!'. In so doing, the Client declares that s/he has read and agrees to the Rental Terms and Conditions and the Special Conditions. The act of confirming the booking and paying, as set out in Article 3.2.B, 'Step 5', shall constitute an electronic signature which shall have the same value, between the parties, as a handwritten signature. That electronic signature shall therefore indicate, firstly, the Client's consent to the letting by **Ardennes-Etape** and, secondly, his/her agreement to the Terms and Conditions.

Consequently, **Ardennes-Etape** shall be entitled to request the payment of the sums owing under the Contract, without prejudice to the Client's right to terminate the Contract, in accordance with Article 10.

#### Article 3. Information from Ardennes-Etape

##### 3.1. Information about Ardennes-Etape

- The registered administrative address of **Ardennes-Etape** is that stated in Article 1.1.
- Bookings may be made in French, Dutch, English or German.
- The Client may NOT, under Article VI.53.12 of the Belgian Economic Code (Code de Droit Economique), exercise the right of withdrawal provided for in Article VI.47 of that Code.
- The letting advertised by **Ardennes-Etape** on its Website shall be valid subject to availability of the accommodation and to the conditions laid down in the Terms and Conditions.
- **Ardennes-Etape** shall give the Client access to the information which s/he has entered, before confirmation of the booking. That access shall consist of a webpage where the Client is asked to confirm the details of their booking and given the option of amending them if desired.

##### 3.2. Information about the accommodation booking procedure

The Contract shall be concluded upon completion of the following steps:

###### A. accommodation search:

- **Step 1:** The Client selects dates of stay and number of people.

- **Step 2: Ardennes-Etape** checks availability and displays the accommodation available for the chosen dates.
- **Step 3:** The Client chooses accommodation.

#### B. Booking procedure:

- **Step 1:** Registration: The Client either registers as a new user or logs on as an existing user. The Client-new user enters their basic personal details to begin the booking process. The Client-new user is also asked to state whether or not s/he wishes to receive offers from partner companies.
- **Step 2:** Composition: The Client states the composition of the group participating in the letting and the reason for the stay, enters a promotional code where applicable and agrees to the Terms and Conditions and any Special Conditions of Access to the Accommodation.
- **Step 3:** Insurance: The Client has the option of taking out insurance against cancellation or damage caused during the rental. That insurance is subject to the conditions set out at: <http://en.ardennes-etape.com/insurance>.
- **Step 4:** The Client confirms or informs **Ardennes-Etape** of the information required to ensure the rental goes smoothly, i.e. their full name, date of birth, sex, address and telephone number.
- **Step 5:** The Client is requested to confirm their booking on a page which summarises the booking details. If the Client is not happy with booking details, they are free to go back to the previous steps by clicking on the step which they want to amend. The Client clicks on 'Confirm booking'. In so doing, the Client declares that s/he has read and agrees to the Rental Terms and Conditions and the Special Conditions. The booking is now considered to have been confirmed by the Client, and the Client is bound to pay the total amount payable to **Ardennes-Etape** as stated in the booking procedure.
- **Step 6:** Thank you: This page provides the Client with all the information about their booking: the amount payable and details of payment methods, important documents, etc.
- **Step 7: Ardennes-Etape** shall send the Client, by electronic mail (e-mail, sms) and to their website user account, confirmation of receipt of their booking by **Ardennes-Etape**, together with a summary of the booking, which it shall be the Client's responsibility to keep in a durable format.

#### 3.3. Documents provided to the Client

Before the start of the rental, **Ardennes-Etape** shall provide the Client with a pro-forma invoice (ii). Upon payment of the total price of the stay, **Ardennes-Etape** shall provide the Client with (i) a checklist and (iii) a booking receipt to be presented to the Owner or person responsible for receiving visitors, containing the following information:

##### A. Pro-forma invoice:

- Accommodation booking reference
- Booking number
- Length of stay
- Dates and times of arrival and departure
- Composition of group
- Ages of youngest and oldest members of the group
- Photo of the holiday property
- The municipality, the level of comfort, capacity and additional technical details
- Details of the price as stated on the Website in the list of results, on the property information sheet and during the booking procedure
- The date and time of booking
- The bank details of **Ardennes-Etape**
- The bank details of **Ardennes-Etape**
- The amount payable and the date by which payment must be made
- The payment code which accompanies the payment
- Where applicable, details of any special conditions for rental of the property

##### B. Checklist:

- Accommodation booking reference
- Booking number
- Any items which the Client must take with them, e.g. sheets, bath towels, hand towels, toilet paper, cleaning products, etc., or confirmation that these items are provided
- Any comments concerning the accommodation

##### C. Booking receipt:

- General information about the accommodation: location, mod cons, capacity, whether or not pets are permitted (either free of charge or for an additional fee), together with the **Ardennes-Etape** accommodation reference
- General information about the rental: accommodation reference, booking number, length of stay, dates of stay and composition of the group participating in the rental as notified by the Client
- Details of payment of any additional charges
- Details of payment of rental deposit, where applicable
- Name, address and telephone number of the person responsible for receiving visitors, where applicable, the address of the accommodation and the address for collection of the keys
- Procedure for Client arrival and any important information about arrival
- Any other information about how to get to the property or about the checklist
- Where applicable, any binding special conditions concerning access to the accommodation

#### 3.5. Minors

Under no circumstances does **Ardennes-Etape** agree to conclude a contract with any person under the age of 18. Any bookings made by persons under the age of 18 shall be deemed not to exist, and the Client shall have no entitlement to any form of compensation from **Ardennes-Etape**. The Client shall be required to pay compensation to **Ardennes-Etape** for any direct or indirect consequences of making a booking based on entering an inaccurate date of birth.

#### 3.6. Incorrectly entered information

Throughout the accommodation booking procedure set out in Article 3.2.B, including the booking summary (Step 4), the Client will have had the opportunity to correct any incorrectly entered information. Consequently, **Ardennes-Etape** cannot be held liable for any mistakes made when selecting the date of stay, length of stay, place of stay, composition of group or reason for stay. The Client shall therefore not be entitled to any form of compensation from **Ardennes-Etape**. Unless otherwise agreed by **Ardennes-Etape**, the Client shall further be required to fulfil the obligations which s/he undertook when confirming the booking, without prejudice to the right of **Ardennes-Etape** to terminate the Contract, in accordance with Article 9.

#### 3.7. Copy of Contract

Once the Contract has been concluded between the Client and **Ardennes-Etape**, the Client may consult the details of the Contract, in the language of his/her choice, in printable digital format in the 'My bookings' section of their 'My **Ardennes-Etape**' account.

#### Article 4. Information from the Client

The Client shall be required to provide **Ardennes-Etape** with correct, complete and up-to-date information, concerning in particular, although

this list is not exhaustive, the composition of the group participating in the rental (children, pets, etc.) and the reason for the stay. The Client shall take full responsibility for any consequences, in particular financial, of any inaccurate, incomplete and/or out-of-date information provided to **Ardennes-Etape**.

## **Article 5. Contract formation**

### **5.1. Contract formation**

The Client declares irrevocably that s/he is aware that the Contract with **Ardennes-Etape** will be firm and final when, at the end of the accommodation booking procedure set out in Article 3.2.B, s/he confirms the booking by clicking 'Confirm booking'. In so doing, the Client declares that s/he has read and agrees to the Rental Terms and Conditions and the Special Conditions. S/he confirms the booking and pays.

**Ardennes-Etape** shall send the Client, by electronic mail (e-mail, sms) and to their website user account, confirmation of receipt of their booking by **Ardennes-Etape**, together with a summary setting out the details of their stay (Step 7).

### **5.2. No right of withdrawal**

After confirming their booking, as set out in Article 5.1, the Client may not exercise the right of withdrawal provided for in Article VI.47 of the Belgian Economic Code, or amend their booking, without prejudice to their right to terminate the Contract, in accordance with Article 10, or to transfer it, in accordance with Article 11.1.

### **5.3. Condition precedent**

The Client, having agreed to the special conditions of access to the accommodation during the accommodation booking procedure set out in Article 3.2.B (Step 2), declares irrevocably that s/he is aware that the Contract is concluded subject to the condition precedent of agreement from the Owner, who may make that agreement subject to an increased deposit. For instance, for some accommodation, the inclusion of pets in the composition of the group participating in the rental may constitute a reason for refusal by the Owner.

## **Article 6. Full price of stay**

### **6.1. The full price of the stay is comprised of the following:**

- The price including VAT of occupancy of the accommodation, displayed on the page presenting the accommodation on the Website, for the period selected, taking into account the stated number of people.
- The premiums for any insurance taken out by the Client during the accommodation booking procedure set out in Article 3.2.B (Step 3).
- A booking fee of € 25.
- Compulsory charges.

### **6.2. Compulsory charges**

While the amount of some compulsory charges cannot reasonably be calculated in advance due to their nature, an estimate of these charges shall be included in the full price of the stay for information purposes only, the amount being non-contractual. The method for calculating these charges shall be set out on all pages which refer to the accommodation and the price thereof. Such charges may include, although this list is not exhaustive, energy consumption, tourist tax, linen hire, as well as letting costs or costs for the maintenance of specific equipment. These variable compulsory charges shall be estimated on the basis of consumption recorded for previous rentals of the holiday property.

A precise breakdown of these charges shall be drawn up at the end of the stay, in accordance with Article 7.1.2.

Where the rental price of the holiday property includes fixed charges, the stated amounts shall be based on reasonable and responsible consumption. Under no circumstances may such fixed charges cover the recharging of electric vehicles or the installation of swimming pools or any other equipment not listed on the page presenting the accommodation on the Website. Where resources are used for purposes other than those of the holiday property, the Client shall be issued an additional bill.

### **6.3. Energy consumption for information only**

The energy consumption amounts given on the page presenting the accommodation on the **Ardennes-Etape** Website shall correspond to reasonable consumption based on (i) the composition of the group participating in the rental, as stated by the Client on the booking form, and (ii) normal, responsible use of the accommodation. The Client expressly accepts that s/he may make no objection to those amounts being increased, for example as the result of consumption which exceeds what is deemed reasonable or exceptional weather conditions. For instance, the recharging of electric vehicles or the installation of swimming pools or any other equipment not listed on the page presenting the accommodation on the Website may lead to an increase in the amounts payable for energy consumption.

### **6.4. Booking fee**

All bookings made via the **Ardennes-Etape** Website shall generate a booking fee of € 25. This fee shall be charged only once per booking, irrespective of the length of stay or whether it is a weekend, long weekend, midweek, week, fortnight or other length of stay specifically requested by the Client.

## **Article 7. Obligations of the Client**

### **7.1. Obligation to pay**

#### **7.1.1. Full price of stay**

Within five days of the date of confirmation of their booking by **Ardennes-Etape**, as provided for in Article 3.2.B (Step 7), the Client shall pay an initial instalment of 30% of the total amount payable to **Ardennes-Etape**, as set out in Article 6.

The Client shall pay the balance owing to **Ardennes-Etape** no later than eight weeks prior to the start date of the stay.

Where the booking is made less than eight weeks prior to the start date of the stay, the Client shall pay the full amount as soon as their booking is confirmed by **Ardennes-Etape**, as provided for in Article 3.2.B (Step 7).

Where the booking is made (less than) 21 days prior to the start date of the stay and payment is made by bank transfer, the Client shall provide **Ardennes-Etape** with valid proof of payment.

No stay may begin until the Client has settled in full the amount payable to **Ardennes-Etape**.

The Client shall make all payments to **Ardennes-Etape** referred to in this Article 7.1.1 (i) by bank transfer to the bank account stated on the booking confirmation referred to in Article 3.2.B (Step 7) and/or the pro-forma invoice referred to in Article 3.3, together with the notification referred to therein, or (ii) using a secure online payment method.

**Ardennes-Etape** reserves the right to terminate the Contract at the expense of the Client, in accordance with Article 9.2, if the Client fails to pay the full amount owing to **Ardennes-Etape** according to the payment terms set out in this Article 7.1.1.

### 7.1.2. Deposit

Unless otherwise specified, the Client shall pay the deposit, where applicable, to the person responsible for receiving visitors, when the keys to the accommodation are handed over, in the amount stated on the booking receipt referred to in Article 3.3. Should the Client fail to pay this deposit, the person responsible for receiving visitors may refuse to hand over the keys, in which case the Client shall not be entitled to any form of compensation.

Without prejudice to the settlement provided for in Article 8.5.2, the deposit shall be returned to the Client, by **Ardennes-Etape** or the Owner, within the time period stated on the pro-forma invoice referred to in Article 3.3, following the deduction, where applicable and as a priority, of (i) all costs resulting from any damage or losses caused by the Client to the accommodation and/or its contents, including the costs provided for in Articles 7.2.1, 7.2.7 and 7.2.10, and (ii) any additional charges provided for in Article 6.

If the value of the damage is equal to or higher than the deposit amount, the Client shall undertake to pay in addition the charges and any costs in connection with the damage.

The Client expressly agrees that the deposit will only be returned to them if an agreement is reached between the Client and the Owner concerning the deduction of the charges and costs referred to in the previous paragraph or, in the absence of an agreement, where a final court judgment has been issued.

**Ardennes-Etape** cannot be held liable for any delay in the return of the deposit, where this is the Owner's responsibility.

## 7.2. Client liability

### 7.2.1. General

The Client accepts exclusive liability for any damage caused to the accommodation, its contents, to third parties and/or their property (i) through his/her own fault or that of any person, including his/her guests, or animal under his/her responsibility; (ii) as a result of unlawful behaviour or unlawful or inappropriate use of the accommodation or its contents, theft or fire; or (iii) as a result of the failure to fulfil his/her contractual obligations. The charges set out by the Owner for repairing the accommodation and/or its annexes, where appropriate with the deduction of a depreciation coefficient, shall be deducted from the deposit and, if the deposit is insufficient to cover those charges, billed to the Client by the Owner.

The Client accepts that **Ardennes-Etape** may under no circumstances be held liable for any damage caused during the stay to him or herself, to his/her property, to visitors and accompanying persons and/or to pets. In this event, the Client undertakes to submit any complaints directly and exclusively to the Owner.

Furthermore, **Ardennes-Etape's** liability cannot be engaged or sought by the Client in the event of theft, fire or action brought against the Client by the Owner of the accommodation, for example as a result of damage caused to the rental accommodation.

### 7.2.2. Obligations of the Client on arrival

Unless otherwise specified on the booking receipt referred to in Article 3.3, the Client shall arrive and the keys shall be handed over between 4 pm and 6 pm at the address of the rental accommodation. If the Client is unable to arrive between these times, whatever the circumstances (e.g. traffic jams, strike, etc.), s/he is required to inform personally, by telephone, the person responsible for receiving visitors, whose contact details are stated on the booking receipt, and to agree with them another time of arrival.

The Client undertakes to request from the Owner, on the day of their arrival, a copy of the 'Ardennes-Pass' guide. In the event that a copy of the guide is not given to them, the Client shall notify **Ardennes-Etape**, who shall make every effort to ensure that the Owner does give the Client their copy of the 'Ardennes-Pass' guide. Should the Client fail to receive the guide, s/he shall not be entitled to any form of compensation from **Ardennes-Etape**.

### 7.2.3. Obligations of the Client during the stay: 1. Be personally present throughout the stay

The Client declares irrevocably that s/he is aware that s/he alone accepts full liability, the details of which are set out in this Article 7.2. Consequently, s/he undertakes to be personally present in the rental accommodation throughout the stay.

### 7.2.4. Obligations of the Client during the stay: 2. Abide by the purpose of the accommodation

The Client undertakes to use the accommodation responsibly, in keeping with the use for which it is intended and the description displayed on the page presenting the accommodation on the Website. Consequently, s/he undertakes to become familiar with and abide by all the usage instructions given by **Ardennes-Etape** or the person responsible for receiving visitors, to ensure that the stay goes smoothly.

The Client undertakes to respect the rental accommodation, its annexes and surroundings, including as regards noise pollution.

The Client undertakes not to park vehicles in places not intended for that purpose (lawn, garden, etc.). S/he undertakes also not to set up temporary accommodation such as tents or motorhomes.

### 7.2.5. Obligations of the Client during the stay: 3. Abide by the legally authorised maximum capacity of the accommodation

The Client undertakes to abide by the legally authorised maximum capacity of the accommodation, as well as any ban on occupancy of the accommodation by groups and/or for purposes not authorised by the special conditions of access to the accommodation mentioned for certain properties on the Website and on the booking receipt referred to in Article 3.3.

To ascertain whether the legally authorised maximum capacity is being respected, the total number of adults, teenagers, children and infants staying in the accommodation is considered, regardless of the number of beds and/or furniture for sleeping which is physically available in the accommodation in question.

### 7.2.6. Obligations of the Client during the stay: 4. Abide by the conditions concerning pets

Pets (dogs and horses only) are permitted only if expressly authorised in the special conditions of access to the accommodation and within the limits set therein (e.g. as regards weight or number). Similarly, in some accommodation, a pet (or additional pet) may be permitted, notwithstanding the special conditions of access to the accommodation, for an additional charge.

The number of pets permitted shall mean the total number of pets taking part in the stay within the boundaries of the site of the rental property, including garden and annexes. Any ban on pets shall apply to the entire site of the rental property, including gardens and annexes.

The Client undertakes to abide by any special conditions of access to the accommodation concerning pets. In addition, s/he undertakes to comply with the standard advice on care and usage in relation to pets in an accommodation (such as, but not limited to, not allowing pets to enter the bedrooms; cleaning up after pets that soil the garden; keeping dogs on a lead where it is a shared garden).

### 7.2.7. Obligations of the Client during the stay: 5. Respecting the smoking ban inside the holiday home.

The Client agrees to respect the smoking ban inside the holiday home and to ensure that all other guests in the group do so as well.

Any space separated from the surrounding environment by walls, ceiling or false ceiling is considered to be part of the interior of the holiday home.

If necessary, the client agrees to ask the owner to specify the most appropriate place for smoking outside of the house and the proper way to collect and dispose of filters, tobacco, and any other waste resulting from the act of smoking.

The client agrees to follow the instructions provided by the owners about smoking cigarettes, cigars...

The client agrees to maintain the cleanliness of the spaces where smoking is allowed.

Ardennes-Etape and the owners of the rented holiday home cannot be held responsible if there is any remaining cigarette odor from previous guests who failed to respect these conditions.

#### 7.2.8. Obligations of the Client during the stay: 6. Household linen

Unless otherwise specified in the checklist referred to in Article 3.3, household linen (i.e. sheets, duvet covers, pillowcases, bath towels and tea towels) are not provided. The Client is required to bring their own household linen. The Client is also required to cover the mattresses with a mattress cover or sheet. The use of sleeping bags is not permitted. If the Client fails to abide by these rules, the person responsible for receiving visitors is entitled to deduct from the deposit the costs of cleaning the mattresses and any other items of bedding made available to the Client.

#### 7.2.9. Obligations of the Client during the stay: 7. Information to be notified to **Ardennes-Etape**

Without prejudice to Article 4, the Client is required to notify **Ardennes-Etape** of any changes to the composition of the group as stated during the accommodation booking procedure provided for in Article 3.2.B (Step 2), including the number of pets staying in the accommodation. **Ardennes-Etape** shall provide the Client and the Owner with an updated booking receipt.

The Client undertakes to notify **Ardennes-Etape** immediately if s/he realises that the accommodation is not in conformity with Articles 73 to 78 of the Belgian law on tourist accommodation, Décret du 18 décembre 2003 relatif aux établissements d'hébergement touristique. In particular, s/he is required to notify **Ardennes-Etape** if s/he realises that a copy of the fire safety certificate provided for in Article 73 of that law, has not been displayed by the Owner in a visible place in the rental accommodation.

#### 7.2.10. Penalties

Should the Client fail to fulfil the obligations set out in Article 7.2.2 to 7.2.9, the person responsible for receiving visitors may refuse them access to the accommodation.

Similarly, **Ardennes-Etape** shall be entitled to terminate the Contract part way through the stay, in accordance with Article 9.2, if it becomes aware of (i) unlawful or inappropriate use of the accommodation, or (ii) behaviour by the Client, or any person or animal in his/her charge, which causes or is liable to cause trouble or inconvenience and prevent the stay from going smoothly.

#### 7.2.11. Obligations of the Client on departure

Unless otherwise specified on the booking receipt referred to in Article 3.3, the Client is required to vacate the rental accommodation by 10 am on the last day of their stay, except at weekends, when departure is permitted between 10 am and 8 pm.

The Client is required to hand over the accommodation and its contents in a perfect state of order and cleanliness. If the Client uses a cleaning service, s/he remains required to (i) return the accommodation swept, (ii) wash and put away the dishes, (iii) clean the domestic appliances (including the barbecue), (iv) put back in place any furniture which has been moved, (v) leave the toilets in a clean state, (vi) sort the rubbish and put it in the appropriate place, and (vii) strip the beds and fold any sheets which have been borrowed. Any costs incurred to clean the accommodation shall be deducted from the deposit and, if the deposit is insufficient to cover those cleaning costs, billed to the Client by the Owner.

### 7.3. Insurance

The Client recognises that s/he has been offered the option by **Ardennes-Etape** of taking out insurance against cancellation and insurance against damage to rental accommodation. In addition, the Client is required to have cover for his/her liability in the event of fire in the accommodation, and undertakes to take out an insurance policy, if necessary.

If s/he does not already have one, the Client undertakes to take out an insurance policy covering his/her liability in the event of fire in the rental property or damage caused to the rental property.

## **Article 8. Obligations of Ardennes-Etape**

### **8.1. Guarantee of conformity**

**Ardennes-Etape** guarantees the conformity of the descriptions of the accommodation and contents, with the exception of the estimated charges referred to in Article 6, which are for information only and the Client declares that s/he is aware that those charges are dependent on the actual composition of the group participating in the stay, the length of the stay, the personal requirements of those participating in the stay, and the weather conditions.

Any photographs, plans, tourist information and indications of the noise level of the accommodation are provided for information only and do not constitute an obligation on the part of **Ardennes-Etape**.

### **8.2. Documents to be provided to the Client**

**Ardennes-Etape** shall provide the Client with the pro-forma invoice at the booking confirmation stage, and the booking receipt and checklist referred to in Article 3.3 upon receipt of payment of the full amount payable to **Ardennes-Etape**, in accordance with Article 7.1.1.

### **8.3. Changing an element of the booking prior to the start date of the stay**

**8.3.1.** If, after the contract has been concluded between the Client and **Ardennes-Etape** and before the start date of the stay, an important element of the booking is missing or is changed, **Ardennes-Etape** shall notify the Client to the best of its knowledge, as promptly as possible, and in any event prior to the start date of the stay. **Ardennes-Etape** shall offer the Client financial compensation for the damage suffered or alternative accommodation of equivalent or superior quality, that equivalence being judged on the basis of objective criteria such as the class of accommodation and the facilities offered. If the accommodation offered by **Ardennes-Etape** is of superior quality, the Client shall not be required to pay any additional charge; if the accommodation offered is of inferior quality, **Ardennes-Etape** shall refund the difference in price to the Client as soon as possible.

**8.3.2.** The Client shall inform **Ardennes-Etape** of its decision within three days of being notified of the change, and in any event before the start date of the stay, if the change occurs within three days of the start date of the stay.

If the Client accepts the change, the parties shall conclude a new Contract taking account of the change and any effect it may have on the price.

If the Client does not accept the change, the Contract shall be automatically terminated and **Ardennes-Etape** shall refund the Client all the amounts paid in performance of the Contract. If no offer of alternative rental accommodation of equivalent or superior quality is made within

48 hours of cancellation of the Contract, the Client may in addition demand compensation for partial non-performance of the Contract, equivalent to 30% of the total price of the stay, not including charges. However, the Client may not claim that compensation in the event of force majeure, defined as any abnormal or unpredictable circumstance beyond the control of **Ardennes-Etape** and whose consequences could not have been avoided, despite all the care taken (such as, but not limited to, an event attributable to the Owner, war, bad weather, fire, flooding, natural disaster, area placed under quarantine, death of the Owner).

#### **8.4. Changing an important element of the booking during the stay**

**8.4.1.** If, during the stay, it transpires that, due to exceptional circumstances, one or more elements of the booking cannot be performed, within 48 hours of those exceptional circumstances **Ardennes-Etape** shall make the Client an alternative offer of rental accommodation of equivalent or superior quality, that equivalence being judged on the basis of objective criteria such as the class of accommodation and the facilities offered.

If the accommodation offered by **Ardennes-Etape** is of superior quality, the Client will not be required to pay any additional charge; if the accommodation offered is of inferior quality, **Ardennes-Etape** shall refund the difference in price to the Client as soon as possible.

**8.4.2.** If the Client does not accept the change or if **Ardennes-Etape** is unable to make a similar offer to the Client, the Contract shall be automatically terminated and **Ardennes-Etape** shall refund the Client the full price of the stay proportionally for the days remaining until the end date of the stay. The Client may demand compensation for the partial non-performance of the Contract corresponding to the damage actually suffered and justified by supporting documents. That compensation shall in any event not exceed 30% of the total price of the stay, not including charges.

The Client may not claim that compensation in the event of force majeure, defined as any abnormal or unpredictable circumstance beyond the control of **Ardennes-Etape** and whose consequences could not have been avoided, despite all the care taken (such as, but not limited to, an event attributable to the Owner, war, bad weather, fire, flooding, natural disaster, area placed under quarantine, death of the Owner).

#### **8.5. Handling of complaints**

**8.5.1.** Any complaints or claims of the Client as a result of the non-conformity of the accommodation and/or its contents compared to the description on the page presenting the accommodation on the Website, or of the poor state of repair or defectiveness (including the breach of safety standards) of the accommodation, garden, pool, jacuzzi or children's play equipment upon arrival, must be submitted by the Client to the Owner or person responsible for receiving visitors within 24 hours of their arrival and subsequently confirmed in writing.

The Client shall at the same time notify **Ardennes-Etape**, who, after consulting with the Owner, shall decide on the merits of the claim and offer, as appropriate, the amount of compensation set by mutual agreement between **Ardennes-Etape**, the Owner and the Client. That compensation shall be paid by the Owner, and **Ardennes-Etape** can never be held liable for any non-conformity, poor state of repair or defectiveness referred to in the previous subparagraph.

**8.5.2.** In order to be admissible, the complaints that could not be made during the stay, or that were not satisfactorily resolved during the stay, must be submitted to Ardennes-Etape, no later than one week after the end of the stay, by email [quality@ardennes-etape.com](mailto:quality@ardennes-etape.com); or by fax (080/39.24.09); or by calling the telephone number 080/29.24.05, available from 9:00 to 17:00 on weekdays and closed on weekends and public holidays; or by filling the online [form for submitting a complaint](#). Ardennes-Etape will confirm its reception within 24 hours.

Ardennes-Etape will attempt to facilitate an agreement between the Client and the Owner. The case will be handled exclusively in writing.

If the complaint has not been resolved amicably with the assistance of Ardennes-Etape within a maximum of four months from the date of the submission, Ardennes-Etape will be released from its duties. Then the Owner and the Client will have to solve their dispute exclusively between themselves. However, the Client retains the option to refer the matter to the be.commerce platform [www.becommerce.be](http://www.becommerce.be) or to the [Online Dispute Resolution](#) Platform of the European Commission. The latter handles complaints concerning distance selling.

### **Article 9. Termination by Ardennes-Etape**

**9.1. If Ardennes-Etape terminates the Contract before the start of the stay for reasons not attributable to the Client, the Client may choose one of the following options:**

- Accept an alternative offer of rental accommodation of equivalent or superior quality, that equivalence being judged on the basis of objective criteria such as the class of accommodation and the facilities offered.
- If the accommodation offered by **Ardennes-Etape** is of superior quality, the Client shall not be required to pay any additional charge; if the accommodation offered is of inferior quality, **Ardennes-Etape** shall refund the difference in price to the Client as soon as possible.
- Demand a refund, as soon as possible, of all the amounts s/he has paid in performance of the Contract. If no offer of alternative rental accommodation of equivalent or superior quality is made within 48 hours of cancellation of the Contract, the Client may in addition demand compensation for non-performance of the Contract, equivalent to 30% of the total price of the stay, not including charges. However, the Client may not claim that compensation in the event of force majeure, defined as any abnormal or unpredictable circumstance beyond the control of **Ardennes-Etape** and whose consequences could not have been avoided, despite all the care taken (such as, but not limited to, an event attributable to the Owner, war, bad weather, fire, flooding, natural disaster, area placed under quarantine, death of the Owner).

**9.2. Ardennes-Etape has the right to terminate the Contract, without notice or compensation:**

- before the start of the stay, if the Client fails to comply with the payment terms set out in Articles 6 and 7.1 or enters incorrect details during the booking procedure, within the meaning of Article 3.6;
- during the stay, if the Client does not abide by the Terms and Conditions and, in particular, Article 7.2.

The Client shall be liable to pay **Ardennes-Etape** the fine provided for in Article 10.

### **Article 10. Termination by the Client**

The Client may terminate the Contract at any time, subject to the payment of a fine to **Ardennes-Etape** for the damage suffered as a result of the termination. That fine shall be set as follows (booking fee and insurance premiums payable in addition):

- If the termination takes place more than 42 days before the start date of the stay: 30% of the total price of the stay, not including charges.
- If the termination takes place between the 42nd day (inclusive) and the 28th day (exclusive) prior to the start date of the stay: 60% of the total price of the stay, not including charges.
- If the termination takes place between the 28th day (inclusive) and the 2nd day (exclusive) prior to the start date of the stay: 90% of the total price of the stay, not including charges.
- If the termination takes place on the 2nd day (inclusive) prior to the start date of the stay, or later: 100% of the total price of the stay, not including charges.

### **Article 11. Miscellaneous**

#### **11.1. Transfer of the Contract**

The Client is not entitled to transfer the Contract, without written agreement from **Ardennes-Etape** at least two weeks prior to the start date of the stay. **Ardennes-Etape** reserves the discretionary right to refuse the transfer of the Contract.

The Client-transferor and the transferee shall in any event be jointly responsible for the performance of the Contract, and in particular for the payment of the total price of the stay, as well as the payment of the transfer fee of € 25.

If the Client transfers the Contract without fulfilling the conditions laid down in the first subparagraph, the Contract shall be automatically terminated and the Client shall pay **Ardennes-Etape** the fine provided for in Article 10.

#### 11.2. Applicable law

These Terms and Conditions and the Contract shall be governed by Belgian Law.

#### 11.3. Competent court

In the event of legal proceedings concerning the formation, interpretation or performance of these Terms and Conditions and/or the Contract, only the courts of the judicial district of Verviers shall be competent.

#### 11.4. Nullity

Should any provision of these Terms and Conditions be declared null and void, its nullity shall not lead to the nullity of the other provisions of these Terms and Conditions.

#### 11.5.

The parties agree that, in the event of legal proceedings, they shall not challenge the enforceability of the Terms and Conditions, of which they shall keep a printed copy. They undertake furthermore to recognise the probative value of printed copies of their electronic correspondence, in the same way and under the same conditions as those of other documents and commercial records, drawn up and kept in printed form.

### Article 12. Your opinion interests us!

The Client undertakes to abide by the style guide (Charte de publication), which can be viewed at <http://en.ardennes-etape.com/guidelines-for-publication>, when publishing his/her opinion on the quality of the rental accommodation. Otherwise, **Ardennes-Etape** shall be entitled to delete that opinion, on the initiative or at the request of the Owner. In the event of a dispute concerning the content of an opinion, **Ardennes-Etape** reserves the right to suspend its publication pending the settlement of that dispute in accordance with Article 8.5.2.

Similarly, the Client declares that s/he is aware of and agrees to **Ardennes-Etape** seeking, at the end of the stay, the overall impression of the Owner of the rental accommodation as regards the way in which the Client has used the property. The sole purpose of that information shall be to improve the quality of the service provided to Clients and Owners by **Ardennes-Etape**, with a view to fulfilling its objectives, vision and values. The Client agrees to that information being shared, in full or in part, with other Owners, provided it complies with the style guide (Charte de publication), which can be viewed at <http://en.ardennes-etape.com/guidelines-for-publication>, and the rules of the Privacy Policy which can be accessed at <http://en.ardennes-etape.com/privacy-policy>.

### Article 13. Gift vouchers

#### 13.1 Definition

The "**Ardennes-Etape gift voucher**" is a means of payment that may be used by the customer during the booking procedure on the Ardennes-Etape 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.

#### 13.2 Value

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

#### 13.3 Form

**13.3.1.** A unique code is displayed on the "**Ardennes-Etape gift voucher**" and must be entered on the Ardennes-Etape 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.

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

#### 13.4 Validity

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

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

#### 13.5 Conditions of use

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

**13.5.2.** If the booking price is lower than the "**Ardennes-Etape 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.

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

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

**13.5.5.** 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.

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

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

### Article 14. Discount code

#### 14.1 Definition

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

#### 14.2 Value

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

#### 14.3 Form

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

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

#### 14.4 Validity

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

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

#### 14.5 Conditions of use

**14.5.1** 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.

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

**14.5.3.** In case of theft or loss, Ardennes-Etape cannot be held responsible.

**14.5.4.** In case of cancellation of a reservation where an "**Ardennes-Etape 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-Etape.

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

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

