



## Rental conditions Cocon Reizen bvba in relation to the holiday home Fossee Kolonie 166B, Lommel

### Article 1: Legal provisions

§ 1 Cocon Reizen bvba on behalf of the owner Mrs Gerd Scheelen, both residing at Martelarenstraat 24, 2400 Mol, and hereinafter referred to as landlord, rents out to the tenant the holiday home Fossee, Kolonie 166B, 3920 Lommel-Belgium.  
§ 2 By signing the rental agreement, the tenant accepts the rental conditions including the house rules and inventory for the holiday home Fossee, Kolonie 166B, 3920 Lommel-Belgium.  
§ 3 Cocon Reizen is insured under the insurance number 9703.0234.00/5053 with the Travel Guarantee Fund in accordance with Article 36 of the Act of 16 February 1994 on the Tour Operator and Travel Agency Contract and the corresponding authorisation of 25 April 1997.

### Article 2: The holiday home

§ 1 The holiday home offers space and sleeping accommodation for up to 10 adults. The description of the holiday home can be found in the house rules and in the inventory of the house.  
§ 2 Acceptance in good condition. The landlord offers the property and the tenant accepts the property in the condition in which it is located, in good condition of maintenance, safety, hygiene and habitation and in accordance with Flemish regional and local laws and regulations that apply.  
§ 3 Purpose and use. The property is intended exclusively for occupancy on the basis of seasonal rents. The tenant cannot make this property his main residence. The tenant is not permitted to change the purpose or use of the property.  
§ 4 It is not permitted to occupy the property with more than the specified maximum number of persons. Tents, caravans or camper vans are not permitted. A violation is accompanied by an immediate termination of the rental contract.  
§ 5 Condition of the property. The house will be completely cleaned and handed over in a clean condition before use. When leaving the house, the house should be returned in a clean condition, i.e. the inventory in its original place, tidied up and swept clean. In addition, the dishes must be washed and the dishwasher must be emptied. The stoves must be cleaned. All litter bins, refrigerators and freezers must be emptied. Sanitary facilities must be clean and tidy. Bed linen and towels remain on the respective beds and in the bathrooms for the control by the landlord. Failure to comply with these conditions may result in additional cleaning charges, which can be found in the rates on the website and will be deducted from the deposit.  
§ 6 Transfer and subleasing. The tenant is not entitled to transfer his rights or rent the property to third parties.

### Article 3: Published prices and payment

§ 1 The prices published on the website [www.fossee.be](http://www.fossee.be) are quoted in Euro.  
§ 2 Invoices may be claimed in Mol and are payable in cash.  
§ 3 A registration fee will be charged upon conclusion of the rental agreement. This is charged at a rate of 2.5% of the total rent, but at least 30.00 €. Unless stated otherwise, this registration fee is included in the rental price.

§ 4 A reservation is made by e-mail or in writing. The confirmation of the landlord takes place in form of a booking form with indication of the rent and/or the arrangement. The reservation is final after both parties have signed the booking form and when a deposit of 50% of the rent is paid, without final cleaning and deposit. The balance, which consists of the balance of the rent, the deposit, the final cleaning and any extras, will be paid at least 6 weeks before the start of the rental period and will be noted on the booking form.

§ 5 The landlord's obligation to grant access to the holiday home will be postponed until the start date stated on the booking form, until the rent has been paid in full and until the rental agreement with house rules and inventory has been signed and is in the possession of both parties.

§ 6 In the event of payment arrears, the tenant shall be in default. The landlord has to inform him about this in writing. He then still has the possibility to pay the due amount within 7 days. If payment has not been made by that time, the rental agreement will be terminated on the day of default. The prepaid amount of 50% is then regarded as a cancellation fee.

§ 7 If the rental agreement is concluded within 6 weeks of the commencement date, the tenant must pay the entire rental price immediately.

### Article 4: Termination by the tenant

§ 1 Cancellation insurance. We recommend the tenant to conclude a travel cancellation insurance.

§ 2 The cancellation fee depends on the time of cancellation. The tenant must inform the landlord in writing of his cancellation. The exact date of cancellation can be found on the postmark of this correspondence by fax, e-mail or letter.

§ 3 Cancellation of the rental agreement by the tenant will result in the payment of a compensation as follows, unless the actual costs are more than: 100% of the total rental price without deposit and final cleaning for cancellation within 7 days prior to departure; 75% for cancellation between the 8th and 15th day; 50% for cancellation between the 16th and 42nd day and 25% for cancellation more than 42 days prior to the arrival date stated in the rental agreement.

### Article 5: Changes by the landlord before the arrival date

§ 1 If one of the essential points of the contract cannot be fulfilled before the beginning of the rental period, the landlord must inform the tenant as soon as possible, but in any case before arrival, and inform him of the possibility of termination of the contract free of charge, unless the tenant accepts the change proposed by the landlord. The tenant must inform the landlord of his decision as soon as possible and in any case before arrival. If the tenant accepts the change, a new booking form or a supplement to the contract must be drawn up in which the changes made and their effect on the price are communicated. If the landlord does not accept the change, he may request the implementation of Article 6.

#### **Article 6: Cancellation by the landlord before the arrival date**

§ 1 If the landlord terminates the contract before the date of arrival for reasons for which the landlord is not responsible, the tenant has the choice between:

- (a) either the acceptance, without payment of a supplementary fee, of a new offer for a rental of the same or a higher quality: If the substitute rental offered is of inferior quality, the landlord must refund the price difference as soon as possible;
- (b) or the reimbursement as soon as possible of any sums paid by him under the contract.

§ 2 The tenant may also claim damages for non-performance of the contract, unless the termination is due to force majeure. Force majeure shall be understood to mean abnormal and unforeseeable circumstances which are beyond the control of the party invoked and the consequences of which could not be avoided despite all precautionary measures.

#### **Article 7: Rent deposit arrangements**

§ 1 In order to ensure a successful conclusion of the rental contract, the tenant pays the landlord, unless otherwise stated, a rent deposit of € 800, - before he may use the property. The deposit will be transferred to the landlord's bank account at least 6 weeks before the start of the contract.

§ 2 The landlord's obligation to allow the tenant access to the property is postponed until the rent deposit has been paid in full. In the event of non-payment, the agreement shall be deemed dissolved on the due date. The conditions of Article 4 are therefore decisive.

§ 3 At the end of the rental period, the property is inspected by the landlord. The deposit will be refunded to the tenant at the latest 2 weeks after departure of the tenant after deduction of any additional costs or damages. The associated bank charges shall be at the expense of the tenant.

#### **Article 8: Liability of the tenant**

§ 1 The tenant is liable for all damage caused to the holiday home by him and/or his travel companions or visitors. He is responsible for the house during the rental period and is obliged to maintain the house well. It is recommended to take out a separate travel insurance in addition to your own liability insurance.

§ 2 The tenant is not permitted to accommodate more or others than the persons named in the contract in the holiday home. Pets of the tenant, of his cohabitants and visitors are not allowed. In this case the landlord can refuse the tenant.

§ 3 The tenant is responsible for all types of damage, including household effects, as contained in the house rules and inventory. Any damage will be reported by the tenant as soon as possible. The landlord checks the property and any defects at the end of the rental period.

§ 4 Besuch des Vermieters. Der Vermieter darf die Immobilie besichtigen, für dringende Wartungsarbeiten oder durch einen Termin mit dem Mieter überprüfen, ob der Mieter seinen vertraglichen Verpflichtungen mit dem Vermieter nachkommt.

§ 5 The tenant is responsible for theft and damage to household effects if the theft occurs without traces of burglary. In the event of burglary-free theft, e.g. through non-closure of windows and doors in absentia, the tenant shall be liable for the damage incurred by the tenant and landlord.

#### **Article 9: Liability of the landlord**

§ 1 The landlord is not responsible for accidents which occur in and/or around the house and which cause damage to the tenant, his co-inhabitants, or to movable and immovable property of the tenant.

§ 2 The information about the holiday home Fossee provided by Cocon Reizen was obtained from the most reliable sources and made available to the tenant in good faith. Cocon Reizen is not liable for any material errors or circumstances beyond the control of Cocon Reizen and disclaims all liability for information provided by third parties in the documentation.

#### **Article 10: Multiplication from the landlord's advertising**

§ 1 Any duplication or use of objects such as images, diagrams, sounds or texts in other electronic or printed publications is not permitted without the author's agreement. If published texts or pictures are copied, action is automatically brought against the patent infringer.

#### **Article 11: Agreement of the traveler**

§ 1 By signing this rental contract, the tenant agrees to the aforementioned rental conditions of the landlord Cocon Reizen bvba, as well as to the submitted house rules and inventory of the house.

§ 2 The separate house rules, the inventory and the separate rental conditions are available in the house for inspection by the tenant and are an integral part of this contract. Please pay careful attention to all regulations.

Cocon Reizen bvba - Head office: Martelarenstraat 24, 2400 Mol- HRT 063.958

Signed for the agreement,

(date, name and signature) The tenant

(date, stamp and signature) The landlord