

1. PROVISIONS APPLICABLE AND ACCEPTANCE OF GENERAL TERMS AND CONDITIONS

All reservations for stays in guest rooms whose owner is a member of the *Fédération des Gîtes de Wallonie* (Gîtes of Wallonia Federation) and these reservations alone are governed by these general terms and conditions.

Unless otherwise stipulated, the client is deemed to have read these terms and conditions and to have accepted all the clauses thereof at the latest when the down payment on the reservation is made or upon taking possession of the room.

The owner certifies that the leased property complies with Book III of the Walloon Tourism Code on fire standards for tourist accommodation in the region.

2. ESTABLISHMENT OF THE CONTRACT AND PAYMENT OF THE PRICE

The reservation takes effect and constitutes a rental agreement once the client has sent the owner a down payment of 50 % of the amount of the price of the stay. Taking possession of the room also constitutes a rental agreement. The prices are understood inclusive of all charges, excluding tourist tax and any supplements.

The balance due for the stay is to be settled upon arrival at the owner's. Payment for consumption and additional services not provided for in advance will be made to the owner at the end of the stay. Unless otherwise indicated, all payments effected on site are made in cash only.

3. CANCELLING THE CONTRACT

The owner must be notified by letter, fax, e-mail or telegram of any cancellation by the client.

- If the cancellation is made more than 30 days before the start of the stay, the down payment will be refunded in full. In other cases, the owner retains the down payment.
- If the cancellation is made less than 48 hours before the start of the stay, the owner retains the down payment and reserves the right to claim the balance of the price of the accommodation.
- If the stay is cut short, the owner retains the price corresponding to the cost of the accommodation and the additional services requested but not used.

If the stay is cancelled by the owner before the start date of the stay, he must inform the client of this by all possible means and send confirmation by recorded delivery with acknowledgement of receipt. The sums paid will be refunded to the client immediately, without prejudice to claims for compensation for any loss suffered. Except in cases of force majeure, the client will also receive compensation equal to half the price of the stay if the cancellation is made less than 48 hours before the start of the stay, or will be offered accommodation of the same quality or superior quality at the price of his reservation.

4. ARRIVAL, DEPARTURE AND LENGTH OF STAY

The client must arrive on the day stated, at the time indicated. As a legal obligation, the client will be requested, immediately upon arrival, to provide the information necessary for the clearance of tourist traffic (name and address, identity number, etc.).

In the event of a late or deferred arrival, the client must inform the owner. If the client has not appeared within an hour following the day and time indicated for the start of the stay, the reservation becomes invalid and the owner may have his guest rooms at his disposal.

The owner retains the down payment and reserves the right to claim the balance of the price of the accommodation.

Unless otherwise agreed with the owner, client will leave before 11.00 am.

In the event of a booking for a specified period in excess of 15 days, or for an indefinite period, the parties will draw up an inventory of fixtures and fittings in the presence of both. Clients who make a reservation with an owner for a specific period may not under any circumstances assert any right whatsoever to remain in the premises beyond the scheduled period. Transfer and subletting are forbidden.

5. USE AND OCCUPATION OF THE PREMISES

The client must respect the quiet nature of the premises and use them as intended. He will bear in mind the peace and quiet of the other occupants and of the owner. Parents will ensure that their children abide by the rules of life in the premises.

The stay is reserved for a specific number of people, including babies and infants. If the number of clients exceeds this number, the owner is entitled to refuse the additional clients or to oblige the client to reserve another room (if available) to accommodate these clients, at the price indicated.

This refusal may not under any circumstances be considered a modification or a breach of contract at the initiative of the owner, so that should the client leave, no reimbursement may be considered.

Pets are only accepted with the special consent of the owner. If this rule is not observed, the owner is entitled to refuse to allow the client to enter the room. This refusal may not under any circumstances be considered a modification or a breach of contract at the initiative of the owner, so that should the client leave, no reimbursement may be considered.

Clients are asked not to smoke or eat in their room to avoid accidents which may harm the quality and atmosphere of the accommodation.

Clients undertake to return the room and furniture made available to them in good condition.

6. DISPUTES

Any complaint relating to the inventory must be

- reported immediately to the owner,
- submitted to the *Fédération des Gîtes de Wallonie* by e-mail, fax or post within three days of the start of the stay.

Any other complaint relating to the stay may be sent to the Federation, which is competent to put forward a proposal aimed at reaching an out-of-court settlement. Should this prove impossible, the court of the legal district of the place in which the building containing the rooms is located have sole jurisdiction.