



FÉDÉRATION DES GÎTES DE WALLONIE a.s.b.l.
(Gîtes de Wallonie Federation, non-profit association)
Tourist accommodation rental contract

A. SPECIAL TERMS AND CONDITIONS

1. SUBJECT (to be completed by the lessor)

Between the tenant: name:
address:
tel.: fax:
e-mail: mobile:

and the lessor: name:
address:
tel.: fax:
e-mail: mobile:

a lease is concluded

for a rural gîte – city gîte – farm gîte – furnished tourist accommodation – furnished holiday accommodation¹

name:
address:

authorised by the *Commissariat général au Tourisme* (General Tourist Board) under reference No: and awarded: épis/clefs¹
(ears of wheat/keys – rating system applied to gîtes) with a basic capacity of: and a maximum capacity of: that is adults
and children.

from at (time) to: at (time),

the price for which is set as follows:

rent: €
tourist taxes: €
charges²:
o flat rates: € / day / night¹ x days/nights¹ = €
o actual consumption
o included
o other: please specify: amount: €

Cleaning charges are borne by the tenant

Animals are²:
o not admitted
o admitted subject to the agreement of the lessor (upon payment of a supplement of €.....)
(specify number and breed:)

2. PAYMENT

Deposit

A deposit of €, corresponding to 25% of the price of the stay excluding charges, is paid upon receipt of this contract, either by transfer or by payment into financial account No or by international money order. Any collection costs are borne by the tenant.

Balance

The balance, that is the sum of €, is payable at the latest 30 days before the start of the stay or, in the event of a late booking, on site on the day of arrival.

Guarantee

A guarantee, the amount of which is set at €, is paid to the lessor at the latest on the day of arrival. This guarantee is refunded to the tenant on the day of departure or at the latest within ten working days following the day of departure¹, into financial account No, after deduction of any sums which may remain payable by the tenant to the lessor, including in particular any damage caused by the tenant which may have been observed on the basis of the inventory provided for in the general terms and conditions applicable to this contract, a copy of which is attached (see general terms and conditions).

3. INSURANCE²

o The tenant is obliged to provide cover for tenant's liability, including as regard the fire risk.
o The lessor has subscribed to a clause waiving recourse by his insurance company against the tenant. The tenant's possessions are, however, not covered.

4. EQUIPMENT

The aforementioned property is equipped as stated in the inventory.
The tenant should, however, provide sheets (bottom and top), duvet covers, household linen and kitchen towels (cloths).

¹ Delete as appropriate

² Tick as appropriate

All prices are given in euros.

warning : use of this rental contract

This contract is reserved exclusively for the rental of property whose lessors are affiliated to the *Fédération des Gîtes de Wallonie a.s.b.l.* and whose accommodation is authorised by the *Commissariat général au Tourisme*.

1. RECOGNITION BY THE COMMISSARIAT GÉNÉRAL AU TOURISME (General Tourist Board).

The lessor certifies that the rented premises comply with the provisions of the *Code wallon du Tourisme* (Walloon Tourism Code) dated 1st April 2010.

2. PROCEDURES FOR CONCLUDING THIS CONTRACT

The lessor sends two copies of this contract to the tenant, duly completed and signed.

The tenant returns one copy, completed and signed by him, to the lessor, within a maximum of ten days of the date of receipt of the contract.

The tenant pays the deposit within the same period.

The balance is due 30 days before the contract comes into force, with the exception of late bookings, in which case the full rental amount will be paid upon arrival.

If the lessor does not receive the copy of the contract which should be returned to him, or the deposit, within the stated period, he may relinquish the rental by recorded delivery, fax or electronic mail with confirmation sent by post, within eight days of the date scheduled for the payment of the deposit or the actual return of the contract signed by the tenant.

If this has not been duly completed by the lessor, the tenant may, without compensation, terminate the contract, until he takes possession of the rented premises.

3. USE OF THE RENTED PREMISES

The tenant uses the rented premises in accordance with the intended purpose and with due diligence. The lessee is obliged to abide by the maximum capacity indicated. Any infringement of this clause may entail the immediate termination of this contract, for reasons attributable to the tenant, the lessor definitively retaining the amount of the rental.

4. ANIMALS

When admitted, details of domestic animals accompanying the tenant must be given on the reverse of this contract.

5. GUARANTEE

The guarantee is intended to cover all the debts which may remain payable by the tenant to the lessor when the premises are returned.

In the event of a dispute the lessor may retain the guarantee, for which he will take responsibility, until liability has been clearly established.

Should it be proven that the tenant is not liable for the sums claimed and that all or part of the guarantee should be returned, the lessor will owe interest, at the legal rate, on the amount finally to be returned.

6. INVENTORY

An inventory of the equipment in the rented premises is drawn up at the start and the end of the stay. This inventory must be signed by both parties as proof of the condition of the rented premises and the equipment therein.

The tenant must return the premises in the condition in which he received them. He is answerable for any loss or damage. Any difference compared with the inventory, or any anomaly must be reported to the lessor or his representative at the latest at 10.00 am on the day after the day of arrival.

7. CANCELLATION – EARLY DEPARTURE

Notification of any cancellation must be sent by recorded delivery, fax or electronic mail with confirmation sent by post. The tenant may put forward a proposal to the lessor to transfer his lease, bearing full liability for this transfer, to a person designated by him and who agrees to enter into the contract under the same conditions. In this case, the deposit is deemed to have been paid by the transferee. The tenant may also offer to act as a substitute for a person for the use of the accommodation, while remaining the holder of the contract, including during the term thereof. This implies that he remains personally bound by all his initial obligations. The express consent of the lessor is required, and concerns only the person or persons designated. In other cases, the lessor retains the deposit of 25% as compensation. This compensation is increased to:

- 50% of the price of the stay if the cancellation is made 29 to 15 days before the start of the stay;

- 75% of the price of the stay if the cancellation is made 14 to 8 days before the start of the stay;

- 100% of the price of the stay if the cancellation is made less than 8 days before the start of the stay or if the tenant fails to appear.

If the lessor cancels a reservation, the tenant may be offered accommodation of the same standard or a higher standard for the price of the reservation.

If no such proposal is made, or if the tenant refuses, the lessor must refund the down payment and the balance of the amount of the stay if this has already been paid, as well as providing compensation equivalent to 25 % of the price of the stay.

- 50% of the price of the stay if the cancellation is made 29 days to 15 days before the start of the stay;

- 75% of the price of the stay if the cancellation is made 14 to 8 days before the start of the stay;

- 90% of the price of the stay if the cancellation is made less than 8 days before the start of the stay.

Compensation is, however, not due in cases of force majeure.

If the tenant fails to appear or make contact within 24 hours of the arrival date indicated in the contract:

- the contract automatically becomes null and void,

- the lessor retains the deposit and reserves the right to claim the balance from the tenant,

- the lessor may dispose of his property as he wishes.

The early departure of the tenant, for any reason whatsoever, does not give rise to any reimbursement – even partial – of the price of the stay.

8. LATE PAYMENT

Any amount due by the tenant and not paid ten days after the due date will give rise to interest, automatically and without formal notice of default, in favour of the lessor, of 1% per month as of the due date, the interest for every month begun being due for the entire month.

9. LIABILITY - INSURANCE

The tenant occupies the premises with due diligence. He assumes responsibility for the rented premises, the equipment and the land placed at his disposal. He reimburses the lessor for all expenses incurred through his doing and undertakes to report any damage caused. By renting the accommodation, the tenant is obliged by law to return it in the condition in which he received it, including in the event of fire (Articles 1732, 1733 and 1735 of the Civil Code). If need be (see special terms and conditions), the tenant takes out COMPREHENSIVE FIRE insurance to cover his tenant's liability, for both tenant's risks (the building), and the contents (furniture, etc.) placed at his disposal. These risks may be covered by the "holiday" extension of the tenant's FIRE insurance policy. The tenant is asked to contact his insurer to check his contract.

10. SOLIDARITY

The tenant, his heirs or his right claimants, in any capacity whatsoever, are jointly and severally liable for the obligations entered into under this lease.

11. RESPECT FOR THE NEIGHBOURHOOD AND THE ENVIRONMENT

The tenant undertakes to adopt behaviour that respects local people and the environment in general: fauna, flora, various facilities, etc.

12. DISPUTES

If agreement cannot be reached between the parties, they will submit their grievances to the secretariat of the *Gîtes de Wallonie*, which will endeavour to put forward a solution out of court. Should this not prove possible, the courts of the legal district of the place in which the property is located have sole jurisdiction.

Drawn up in duplicate in: on, each party acknowledging receipt of their copy.

Signature of the tenant

Signature of the lessor

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