

Gti booking and rental general terms and conditions

1. LEGAL STATUS OF GTI (REAL ESTATE PROPERTY MANAGEMENT)

- 1.1 Gti Real Estate Property Management is a limited liability company subject to Belgian Law. Its head office is situated in Belgium at the following address: 7A rue de Biert, 5620 Flavion. Gti's business is to offer holiday houses and villas for rent, largely with swimming pool.
- 1.2 Gti acts as a commissioner for the lessor. Gti's manager is a registered member of the Belgian Professional Real Estate Institute (Institut professionnel immobilier belge) under the license number 102366. Gti's professional activity is covered by AXA Belgium business insurance (insurance policy n° 730305669).
- 1.3 Vacances Côté Sud is a Gti trademark.

2. DESCRIPTION

- 2.1 Information and description of the holiday houses, their equipment and furniture are based on the information provided by the owners, their local representatives or the visit carried out by a Gti representative. Customers will be informed of any changes intervening before their stay, in as much as **Gti** has been informed of these changes.
- 2.2 If in spite of **Gti**'s best efforts, the equipment and capacity of the property do not match the provided description, the lessee must immediately inform **Gti** of this, right at the beginning of his stay, so **Gti** can remedy to the situation.
- 2.3 Information concerning tourism, sports activities and services are provided by tourist centres for information purposes only, any changes that occur during the lessee's stay cannot engage Gti's responsibility.

3. BOOKING

- 3.1 Booking will be final as soon as **Gti** receives a copy of the rental contract signed by the customer plus a down payment representing 30% of total cost within the period mentioned in the contract.
- 3.2 In case the customer registers less than 42 days prior to the beginning of the stay, payment in full will be requested at the time of booking.

4. RENT SETTLEMENT

- 4.1 The customer will have to pay the balance due at the time of booking 42 days prior to the beginning of his stay.
- 4.2 If the customer does not settle this balance on the agreed date, he will receive a reminder within 7 days. Past this period, **Gti** will be entitled to claim a penalty of 1.5% per month for late payment, without formal notice. Moreover, a fixed indemnity of 15% of the total amount of rent, within a minimum amount of 100 €, will be due, without formal notice and without prejudice to any damages, if the outstanding balance is not settled 28 days before the beginning of the stay.
- 4.3 Once payment for the outstanding balance is received, a property access card (voucher) will be sent to the customer. He will have to present this voucher to the person at reception. This document will bear the name and address of the customer, the address of the holiday house, the time and date of arrival, the place for retrieving keys, etc.

5. ARRIVAL AND DEPARTURE

- 5.1 The customer will have to arrive on the day and time specified on the property access card (voucher), usually on Saturday between 5.00 pm and 7.00 pm. If the customer arrives outside the hours mentioned on the property access card, he will be required to inform the person at reception beforehand. This person will either agree to a late arrival or postpone it to the next day. If the customer does not comply with these instructions, **Gti** cannot be held responsible if he is denied access to his holiday house.
- 5.2 The customer must comply with the specified time of departure. In no case is he entitled to claim any right to remain in the rented house once the duration of his stay is over.

6. CAPACITY

- 6.1 The capacity of each property, in terms of occupants, is chiefly determined by the number of available beds. Each rental contract establishes a maximum number of occupants. This capacity cannot be exceeded. If the number of guests exceeds this capacity, the person at reception is entitled to refuse access to them. If extra guests attempt to get into the property without the knowledge of the person at reception, the lessee will have to pay an indemnity of 20% for each extra guest (adult or child).
- 6.2 If the property does not hold the capacity for the number of occupants specified in the contract, the lessee is entitled to claim an indemnity of 20% for each person (adult or child) who cannot be accommodated.

7. ANIMALS

- 7.1 The rental contract or its appendices clearly specify whether a lessee is allowed to bring pets. If pets are not mentioned on the rental contract or the property access card, the person at reception is entitled to refuse access to them, without prejudice to any damages.
- 7.2 Only one pet per property is allowed, except upon approval by **Gti** and written mention on the property access card.

8. REPORT OF STATE OF ACCOMODATION - COMPLAINTS

- 8.1 It is not a common practice, in the case of holiday rentals, to complete a report of the state of accommodation written and signed by the concerned parties. If the lessee acknowledges any damages, he must immediately inform the person at reception and **Gti**, under penalty of a forfeit. This information is essential if the problem is to be remedied.
- 8.2 The state of cleanliness of the property will be checked upon arrival. If the lessee has any complaints or observations to make, he must do so immediately upon arrival. **Gti** will not take into account any complaints that are made later on.
- 8.3 The lessee will make use of the property as a prudent administrator. He will have to, among other things, make sure the property is kept clean (windows, floor, kitchen, bathroom, barbecue), bring in the garden furniture and fold up sunshades and parasols when the weather is bad and before leaving the property.
- 8.4 During his stay, the lessee is fully responsible for the property and its contents. He engages to meet the financial penalties resulting from damage or negligence on his part, or that of other occupants of the property. Insurance can be taken out through **Gti** to cover this risk. Any furniture or objects that are missing or broken at the end of the stay will have to be paid for by the lessee in agreement with the person at reception.
- 8.5 Any other complaint relating to the property (malfunctions or defects) will immediately be communicated to the person at reception and **Gti**, within 72 hours at the latest following their occurrence, under penalty of a forfeit. **Gti** will not take into account ensuing complaints if this clause is not respected.

9. RENT DEPOSIT

- 9.1 Upon arrival, the lessee will have to pay a rent deposit to the person at reception, the amount of this deposit is specified on the property presentation leaflet enclosed with the contract.

- 9.2 This deposit will be refunded to the lessee at the time of departure if the deposit was paid in cash, or within eight days if it was paid by cheque. Costs will be deducted from this amount for repairs if any damage was caused, plus, if they have not been paid off: cleaning, water, gas, electricity, wood, etc.
- 9.3 If the normal procedure cannot be carried out at the time of departure (for example if the lessee leaves during the night or has to leave earlier than planned), the guarantee will be refunded within a maximum period of 28 days.

10. EXTRA CHARGES AND LOCAL TAXES

- 10.1 At the end of his stay, the lessee will have to pay to the person at reception the extra charges not included in the price: water, electricity, gas, heating, etc., as specified in the contract and its appendices.
- 10.2 Local tax is applied in certain areas. If this is the case, it will have to be paid to the same person at reception.

11. TRANSFER OF RENTAL CONTRACT

- 11.1 The lessee is entitled to transfer his rental contract, in the same conditions, with the approval of **Gti**. In this case, he will have to inform **Gti** by fax or e-mail, at least 7 days before the beginning of the planned stay. Standard costs will apply for file processing.
- 11.2 The new lessee as well as the transferring lessee are equally responsible toward **Gti** for the total payment of rent and costs (file processing among other things) incurred as a result of this transfer.

12. CUSTOMER CANCELLATION

- 12.1 Cancellations must be sent by fax or e-mail to **Gti**.
- 12.2 **Gti** will retain a cancellation penalty, the amount of which will be calculated according to the date on which the cancellation was made.
- If a customer cancels more than 56 days prior to the beginning of his stay: the penalty will amount to 25% of the total price,
 - If he cancels within 56 to 35 days prior to the beginning of his stay: the penalty will amount to 50% of the total price,
 - If he cancels less than 35 days before the beginning of his stay: the penalty will amount to 100% of the total price.
- File processing costs and insurance will not be refunded.
- 12.3 If the lessee does not turn up, or if he interrupts his stay, he will not be entitled to claim a refund, except if he is covered by cancellation insurance or upon mutual agreement.

13. INSURANCES

- 13.1 In order to be covered against any hazard relating to his stay, such as last minute cancellation, the lessee is strongly advised to take out a cancellation insurance through **Gti**.
- 13.2 An insurance covering rental risks can also be taken out through **Gti**.

14. CANCELLATION ATTRIBUTABLE TO GTI

- 14.1 In case a rental contract is cancelled, **Gti** will have to notify the lessee. An alternative offer will be made to the customer by **Gti** for a similar holiday property within the same price range and presenting the same capacity. **Gti** will take in charge any differences resulting in price.
- 14.2 If **Gti** is unable to offer a similar holiday house, or if the lessee refuses the alternative offer, and the cancellation occurs less than 35 days before departure, the lessee will immediately be refunded for the total amount already paid and will also receive a compensation for damages amounting to 25%, if it is established **Gti** is responsible for the cancellation and that it is not the consequence of an Act of God.

15. CONTRACT MODIFICATIONS

- 15.1 If a modification is made to a significant element of the rental contract (capacity, property installations, dates, etc.) and occurs before the beginning of the stay, **Gti** must inform the customer as soon as this is known. The client will then be free to:
- Cancel the contract and get a refund for the amount already paid.
 - Accept **Gti**'s alternative offer (without any increase in the cost of rent).
- 15.2 In the case of an alternative offer for which the cost of rent is lower, it will be deducted from the outstanding balance to be paid by the customer. If the total price has already been paid by the customer, **Gti** will refund the overpayment.
- 15.3 If during the stay, the property does not match the description in the contract, **Gti** will offer another property to the customer. If the customer accepts a lower quality property, **Gti** will refund the difference in price before the end of the stay. If **Gti** is not in a position to offer another property to the customer, or if the latter has reasonable grounds for not accepting the offer made by **Gti**, an indemnity will be paid to him. This indemnity will be calculated in the same way as a cancellation attributable to **Gti**.
- 15.4 In as much as possible, **Gti** will mention extra costs such as cleaning, electricity, linen rental, etc, except for local taxes, since these are determined by local authorities and may vary from one year to the next. In certain circumstances the owner may have to modify their cost.

16. RESPONSIBILITY

- 16.1 In its quality of commissioner, **Gti** is responsible for its actions as well as those of its agents which may cause moral or material prejudice to customers, with the exception of obligations incumbent upon the lessor. **Gti** cannot be held responsible for the execution of obligations incumbent upon the lessor, and in particular his obligation to make the property available.
- 16.2 However, **Gti** cannot be held responsible if unpredictable, insurmountable events independent of **Gti**'s will, disturb, modify or prevent the lessee from enjoying his stay.
- 16.3 Neither **Gti** or the owner can be held responsible in the case where an Act of God should prevent the use of the property. Events deemed as an Act of God include: problems with gas, electricity and water supply, strikes, shortages, floods, broken elevators, closed shops, tourist attractions and administrative offices, as well as problems with neighbors.

17. COMPLAINTS AND DISPUTES

- 17.1 Any complaints whatever their nature, without prejudice to the application of article 8, paragraph 2 and 4 of the present contract, need to be addressed to **Gti** and the person at reception together with all the elements establishing proof of the prejudice.
- 17.2 If the lessee refuses to stay in the property because its state is not conform to what he expects, and he wishes the price of his rent to be refunded to him, his complaints will have to be acknowledge by an expert or a solicitor in order to guarantee objectivity and neutrality.
- 17.3 The concerned parties will do their utmost to reach a mutual agreement. If a mutual agreement is not reached within 60 days, the dispute may be submitted to the jurisdiction of the court of Namur.