

## Rental terms and conditions

### Art. 1. Introductory Provisions

#### 1.1. Identification

**Ardennes-étape** is a registered trademark of **ASTERIA SRL/BV**, established in 4970 Stavelot, Avenue Constant Grandprez 29 (Belgium), registered in the Crossroads Bank of Enterprises under number 0473.952.094 (legal entities register of Liege, section Verviers) and with VAT number BE0473952094.

**ASTERIA SRL/BV** can be contacted through its contact form on the Website: <https://en.ardennes-etape.be/contact>. If you leave us a message through the contact form on the Website, we will confirm receipt of your message per email.

If you are unable to contact Ardennes-étape through the contact form on the Website, you can contact us by telephone +32 80 29 24 00 or by email via [contact@ardennes-etape.com](mailto:contact@ardennes-etape.com).

**ASTERIA BV**'s bank account number is: IBAN: BE27 3400 2727 9973 - BIC: BBRUBEBB.

#### 1.2. Definitions

The following definitions will be used in these General Terms and Conditions:

- **Accommodation** means the accommodation to which access is granted in accordance with the Booking and which is described on the Website.
- **Accommodation Rules** means the special conditions relating to the Accommodation as indicated on the Website and/or otherwise communicated by Ardennes-étape and the Host, including the House Rules.
- **Ardennes-étape** means ASTERIA SRL/BV, as defined in Article 1.1.
- **Ardennes-étape Discount Code** means an instrument that offers a discount on the Rental Fee and Booking Fee.
- **Ardennes-étape Gift Certificate** means a form of payment which the Client can use to pay the whole or part of the Fee, except for the security deposit.
- **Ardennes-étape Voucher** means a voucher with a certain value which may be given by Ardennes-étape (at its own discretion) to the Client to compensate the Client for certain events occurring (e.g. in case of Force Majeure, to compensate for termination of the Contract due to external circumstances, in case of damage to the Accommodation due to circumstances not attributable to the Client, etc.).
- **Arrival Date** means the starting date of the stay at the Accommodation as agreed upon between Ardennes-étape and the Client.
- **Booking** means the booking of an Accommodation by the Client.
- **Booking Fee** means the fee payable by the Client to Ardennes-étape to cover the administration cost of the Booking, as indicated on the Website.
- **Client** means the individual or entity that books the Accommodation with Ardennes-étape (acting in its own name) via the Website or through other means.
- **Contract** means the contract between the Client and Ardennes-étape for access to and use of the Accommodation. The present General Terms and Conditions and the Accommodation Rules shall apply to the Contract in their entirety.
- **Defect** means the fact that an Accommodation, its contents or equipment (or any part thereof) is defective.
- **Fee**: the total fee including VAT payable by the Client to Ardennes-étape for the Booking as indicated on the Website, i.e. the Rental Fee increased with:
  - the security deposit for the selected period;
  - the premiums for insurances that may have been taken out by the Client during or in connection with the Booking of the Accommodation;
  - the Booking Fee;
  - mandatory charges (such as, but not exclusively, tourist taxes and linen); and
  - Utility Costs;
  - optional services offered at the Accommodation.
- **Force Majeure** means an unforeseeable and unavoidable event or circumstance that makes the performance of the General Terms and Conditions, Accommodation Rules and/or the Contract impossible (including damage to, demolition or destruction of the Accommodation, as well as inaction of the Host) and which is not attributable to the Party affected by the event. From Force Majeure is explicitly excluded the COVID-19 virus and its variants and consequences (such as government measures aimed at containment of the virus).
- **General Terms and Conditions** means these general terms and conditions for Clients, including its attachments and annexes.
- **Host** means the individual or entity that makes the Accommodation available.

- **House Rules** means the house rules of the Accommodation as set out in Annex 1 to the General Terms and Conditions and as may be communicated by the Host to the Client.
- **Manager-reception** means the individual or entity appointed by the Host, who will welcome the Client and take care of the formalities related to the reception at the Accommodation (such as handing over the keys, ingoing/outgoing inventory of fixtures (plaatsbeschrijving/état des lieux), meter readings etc.).
- **Non-conformity** means the fact that an Accommodation does not correspond to the descriptive information on the Website or in the ingoing inventory of fixtures.
- **Part(y)(ies)** means each individually Ardennes-étape or the Client and collectively Ardennes-étape and the Client.
- **Rental Fee** means the fee including VAT, payable by the Client to Ardennes-étape for the Booking, as indicated on the presentation page of the Accommodation on the Website and/or as confirmed per email immediately when the Client does not make the Booking via the Website. The following elements are not included in the Rental Fee:
  - the security deposit for the selected period;
  - the premiums for insurances that may have been taken out by the Client during or in connection with the Booking of the Accommodation;
  - the Booking Fee;
  - mandatory charges (such as, but not exclusively, tourist taxes and linen); and
  - Utility Costs;
  - optional services offered at the Accommodation.
- **Utility Costs** means the costs for utilities as defined in Article 4.1.2.
- **Website** means the Ardennes-étape website on which the Accommodation is promoted and the Booking by the Client is made, with the domain names ardennes-etape.be, -.nl, -.com, -.de, or -.fr.

### 1.3. Scope

These General Terms and Conditions apply to the entirety of the Contract, to the exclusion of any conditions of the Client. No derogation from these General Terms and Conditions shall be possible without the written agreement of Ardennes-étape. Should the Client and Ardennes-étape depart from these General Terms and Conditions, these General Terms and Conditions will in any event continue to apply by way of complement.

The present General Terms and Conditions shall apply from 07 March 2023. These General Terms and Conditions cancel and replace all other contracts, general conditions and annexes previously concluded between the Client and Ardennes-étape concerning the same object.

However, from a legal point of view, Bookings with Clients concluded before said date (under old contractual terms and conditions) for the period after the entry into force of the General Terms and Conditions and Accommodation Rules, will also be governed by these General Terms and Conditions and the Accommodation Rules unless otherwise agreed between Parties.

The Client is deemed to have read and agreed to the General Terms and Conditions and the Accommodation Rules by ticking the box "I have read and agree to the General Terms and Conditions for Clients and Accommodation Rules" when clicking the button "Book Now". By expressly accepting the provisions of the General Conditions and the Accommodation Rules, the Client acknowledges and confirms that it is aware that it has a contractual relationship with Ardennes-étape under the conditions set out therein.

Ardennes-étape reserves the right to modify the present General Terms and Conditions for objective reasons, after informing the Client by mail, by email or on the Website. The Client is considered to have accepted any modifications, if he or she does not inform Ardennes-étape of its refusal within seven (7) calendar days following the notification of the modification of the General Terms and Conditions.

The Contract cannot be modified upon request of the Client, unless Ardennes-étape expressly agrees to this request. In this case, the modification will only be effective for Bookings made after the agreement of Ardennes-étape to the modification, unless otherwise agreed by the Client and Ardennes-étape.

Ardennes-étape will in no case enter into an agreement with a person aged under 18. All Bookings made by persons under 18 years of age will be considered as null and void, without the Client being able to claim any compensation from Ardennes-étape.

## Art. 2. Object

Ardennes-étape shall arrange for the Client to be provided, on the agreed dates and for the duration of the Booking, access to the Accommodation in accordance with the terms and conditions of these General Terms and Conditions and the Accommodation Rules, without acting as owner of, holder of a right in rem on or user of the Accommodation.

In addition to the use of the Accommodation, the following additional services will be provided by the Host to the Client during or in relation to the Accommodation and the duration of the stay in the Accommodation, to the extent so provided in the Accommodation Rules, where Ardennes-étape shall act as the first point of contact for the Client (but not as provider) regarding such additional services:

- cleaning of the Accommodation before and after each stay in the Accommodation;
- reception of the Client and/or its guest(s) (at arrival and departure), handing over of keys, drafting of ingoing and outgoing inventory of fixtures with the Client;

- receipt from the Client and payment to the relevant authorities of an amount corresponding to the applicable regional or local tourist and other taxes in relation to the stay in the Accommodation, insofar as collecting such taxes would be an obligation of Ardennes-étape vis-à-vis the relevant local authorities.

The Client expressly understands and acknowledges that the General Terms and Conditions, the Accommodation Rules and the Contract, as well as their performance and execution, do not fall within the scope of (i) the Act of 21 November 2017 on the sale of package holidays, combined travel packages and travel services, and (ii) Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the internal market ("Directive on electronic commerce"). Ardennes-étape's activities are not covered by the legislation and professional rules governing the organization of the profession of real estate agents.

The Client also expressly acknowledges and agrees that Ardennes-étape is not obliged to hold any funds, including but not limited to the security or warranty deposits, in a third-party account.

## Art. 3. Booking process and transfer of the Contract

### 3.1. Availability and conclusion of the Contract

The Accommodation is proposed by Ardennes-étape on the Website subject to availability.

The Contract is concluded between the Client and Ardennes-étape after completion of the following technical steps:

Step 1	<ul style="list-style-type: none"> <li>• Selection of the Accommodation on the Website by the Client for a defined period</li> </ul>
Step 2	<p>Identification of the Client by means of an email to Ardennes-étape, in which the Client is asked to communicate the following personal information:</p> <ul style="list-style-type: none"> <li>• name</li> <li>• first name</li> <li>• address</li> <li>• telephone number</li> </ul> <p>Under "composition" in the email, the Client indicates the composition of the group that will stay in the Accommodation</p> <p>If the Client does not provide Ardennes-étape with all necessary and relevant information regarding the composition of the group that will stay in the Accommodation, Ardennes-étape shall be entitled to refuse the Booking. Furthermore, Ardennes-étape shall be entitled to claim a compensation from the Client for the damage caused by such lack of information from the Client</p>
Step 3	<p>The Client may take out cancellation insurance</p> <p>The cancellation insurance is subject to the terms and conditions that can be consulted through the following hyperlink: <a href="https://en.ardennes-etape.be/general-conditions-cancellation-insurance">https://en.ardennes-etape.be/general-conditions-cancellation-insurance</a></p>
Step 4	<p>The Client can check all the details relating to the Booking on a webpage that summarizes all the modalities of the Booking, including the Fee and the duration of the stay in the Accommodation</p> <p>If the Client wishes to modify any of said details, he or she can go back in the Booking process and modify the relevant details. Please note that any modifications of the Booking details may affect the Fee</p> <p>The Client is invited to review the General Terms and Conditions and the Accommodation Rules</p> <p>Ardennes-étape will provisionally confirm or refuse the Booking within forty-eight (48) hours after the first email by Ardennes-étape to identify the Client and the composition of the group that will stay in the Accommodation</p>

Step 5	<p>The Client clicks on the button “Book now ” for approval and agreement, by which the Client declares that he or she has read and accepted the General Terms and Conditions and the Accommodation Rules, and declares to have been duly informed about the Booking and all its modalities</p> <p>Completion of this step 5 is deemed to be an electronic signature which, between the Parties, has the same value as a handwritten signature, whereby the Contract is concluded and the Client is bound to comply with the terms and conditions of the Contract</p>
Step 6	<p>From the conclusion of the Contract, a “<b>Booking with Payment Obligation</b>” is established for the Client, who must pay the Fee (including all associated costs, charges and, where applicable, the security deposit), according to the payment methods set out on the Website and in accordance with Article 4.1. of the present General Terms and Conditions</p>
Step 7	<p>After payment of all amounts due to Ardennes-étape, the Client receives all information related to the Booking and can (re)view the details of the Contract in a digital format in the chosen language, which can be printed from his/her personal Client profile:  <a href="https://en.ardennes-etape.be/guest">https://en.ardennes-etape.be/guest</a></p>
Step 8	<p>The Client needs to review whether all details relating to the Booking are complete and accurate before the stay in the Accommodation. In case of any inaccuracies or missing elements, the Client must immediately, and at the latest at the Arrival Date, inform Ardennes-étape of such inaccuracies or missing elements</p>

### 3.2. Transfer of the Contract

The Client shall not be entitled to transfer the Contract without the express written agreement of Ardennes-étape. Any request to do so must be sent to Ardennes-étape at least fifteen (15) calendar days before the Arrival Date. Ardennes-étape reserves the discretionary right to refuse any transfer of the Contract. The Client-transferor and the transferee shall in any event be jointly and severally liable for the performance and execution of the Contract and in particular for the payment of the Fee, as well as for the payment of the transfer costs, fixed at the applicable Booking Fee.

If the Client transfers the Contract without complying with the conditions set out in this Article 3.2. of the present General Terms and Conditions, such transfer is not effective vis-à-vis Ardennes-étape, who is under no obligation to allow any third parties to enter the Accommodation. For the avoidance of doubt, the Client remains in such case fully responsible to comply with its obligations hereunder, whereby breach may trigger an indemnity in accordance with Article 5.2.2. of the General Terms and Conditions.

## Art. 4. Payment

### 4.1. Payment terms

The Client is obliged to pay to Ardennes-étape the Fee in accordance with this Article 4.1. of these General Terms and Conditions.

- 4.1.1. Payment modalities

The Client shall pay to Ardennes-étape certain amounts as set out in the table below:

Time of the Booking	Interval	Action to be performed by the Client
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<b>Minimum eight (8) calendar weeks before the Arrival Date</b>	Within three (3) calendar days from the Booking confirmation by Ardennes-étape	Payment to Ardennes-étape of an advance of thirty (30) % of the Rental Fee, as well as the entire Booking Fee and, where applicable, the entire cost of the cancellation insurance taken out through the insurance broker, each together with the applicable taxes and VAT (if any).  The Booking can be refused if the advance is not paid on time.
	At the latest eight (8) calendar weeks before the Arrival Date	Payment of the remaining part of the Fee to Ardennes-étape
<b>Less than eight (8) calendar weeks and more than twenty (20) calendar days before the Arrival Date</b>		Payment of the entire Fee once Ardennes-étape processed the Booking. Bookings can be refused if not paid in full. The Client shall immediately provide Ardennes-étape, on simple request, with a valid proof of payment by bank transfer.
<b>Twenty (20) calendar days or less from the Arrival Date ("Last Minute Bookings")</b>		Immediate payment of the entire Fee via online payment. Bookings can be refused if not paid in full.

If the Client fails to make any payment within the payment period, Ardennes-étape reserves the right to cancel the Booking, at the expense of the Client, before the Arrival Date.

Under no circumstances shall the Client and/or its guest(s) be entitled to stay in the Accommodation without the Client having paid the entire Fee to Ardennes-étape.

All payments mentioned in this Article shall be made by the Client to Ardennes-étape by bank transfer to the bank account number appearing on the confirmation of the Booking and/or on the (pro forma) invoice with the communication specified therein, or by secure online payment methods. However, for "Last Minute Bookings" (see table above) only payment of the Fee via one of the online payment methods proposed by Ardennes-étape is accepted.

When the Client chooses to pay to Ardennes-étape via one of the online payment methods proposed by Ardennes-étape, the payment card of the Client will be charged immediately after confirmation that the payment is successful.

#### • 4.1.2. Charges

The amounts indicated by Ardennes-étape and/or the Host in relation to costs for utilities associated with the stay in the Accommodation for example gas, electricity, garbage bags, coal, wood, etc. (hereinafter the "Utility Costs") as published on the Accommodation presentation page on the Website, correspond to an indicative and reasonable consumption taking into account:

- (i) the composition of the group of participants in the stay in the Accommodation, as indicated by the Client at the time of the Booking; and
- (ii) normal use as a reasonable and prudent person of the Accommodation.

In the event that a lump sum amount is set for the Utility Costs, said amount covers a reasonable consumption as a reasonable and prudent person according to the composition of the group of participants in the stay in the Accommodation, as communicated by the Client to Ardennes-étape.

Such lump sum amount can in no case (fully) cover, by way of example, the charging of electric vehicles, the installation of inflatable swimming pools or any other use or equipment not communicated on the presentation page of the Accommodation on the Website.

The use of resources or utilities for purposes other than those of the normal intended use of the Accommodation will give rise to the charging to the Client of the additional costs.

The method of calculating the charges related to the stay in the Accommodation is detailed on all pages of the Website referring to the Accommodation and the applicable Fee. The charges related to the stay in the Accommodation may include, without this list being exhaustive, Utility Costs, the tourist tax, the price of linen and the costs associated with the use of

specific equipment.

As the Utility Costs cannot reasonably be calculated in advance due to their nature (for example actual costs of gas or electricity), these costs will be included in the Fee on the basis of an indicative estimate only and therefore the amount communicated on the Website, and/or by Ardennes-étape and/or by the Host, is not binding. The estimate of said Utility Costs is calculated based on the applicable cost levels at the time of the stay in the Accommodation.

The exact settlement of those Utility Costs will be processed at the end of the stay in the Accommodation and charged to the Client based on the actual meter readings or other information establishing the actual Utility Costs, unless a lump sum is agreed upon between Ardennes-étape and the Client. The Client shall report to Ardennes-étape all actual information related to the actual Utility Costs (for example meter readings) insofar as the Client has access to such information. In the event that no actual information related to the Utility Costs is provided by the Client to Ardennes-étape, the information which Ardennes-étape has at its disposal shall serve as probative evidence to calculate the actual Utility Costs (insofar as applicable).

If it is provided in the Accommodation Rules that charges and costs are handled directly between the Host and the Client, then at the end of each stay in the Accommodation a bill for such charges and costs is drawn up for and directly to the Client by the Host or the Manager-reception. Such bill must be drawn up correctly and transparently in order to justify its validity. In such event, the applicable charges and costs will be paid by the Client, without intervention of or recourse against Ardennes-étape. Ardennes-étape shall be released of any liability in relation to any cost or charge for that stay in the Accommodation.

- 4.1.3. Security deposit

Unless otherwise agreed between the Parties (e.g. in relation to Last Minute Bookings), the Client shall pay the security deposit, for the full amount indicated on the holiday ticket, at the latest eight (8) calendar weeks before the Arrival Date.

In the event of non-payment of the security deposit, the Manager-reception may refuse to hand over the keys to the Client without the latter being able to claim any compensation.

Without prejudice to the other provisions of the General Terms and Conditions, the security deposit shall be refunded to the Client by Ardennes-étape within fifteen (15) calendar days after the stay in the Accommodation. The following conditions related to the refunding of the security deposit will apply:

- The security deposit will be refunded, as the case may be and by priority, after deduction of all costs resulting from or relating to any damage or loss caused to the Accommodation or its contents during the stay in the Accommodation (including repairment and replacement costs);
- If such costs are greater than or equal to the security deposit, the Client undertakes to pay the remaining difference to Ardennes-étape; and
- A refund of the security deposit will take place if the Host has not objected to such refund, for reasons of any (additional) damage it uncovers. In that case, the security deposit will be refunded to the Client minus the relevant costs as indicated by the Host. If the Client disagrees with the reduction of the relevant costs from the security deposit, the Client can make a complaint to that effect via the Ardennes-étape complaint form: <https://en.ardennes-etape.be/contact>.

A refund of the security deposit by Ardennes-étape may be delayed in the event that the conditions thereto (as set out in the previous paragraph) are not met.

Ardennes-étape will not be liable for any possible a delay in the reimbursement of the security deposit if such delay is caused by settlement arrangements or discussions with a Client due to claims made by the Host or any other valid reason.

## 4.2. Ardennes-étape Gift Certificates and Ardennes-étape Discount Codes

The Client may pay for the Booking by means of an Ardennes-étape Gift Certificate or Ardennes-étape Discount Code under the conditions set out in these General Terms and Conditions, as provided for in the table below.

Common conditions for the Ardennes-étape Gift Certificate and the Ardennes-étape Discount Code
<p>Ardennes-étape Gift Certificates and Ardennes-étape Discount Codes :</p> <ul style="list-style-type: none"><li>• i) contain a unique code which must be entered when Booking the Accommodation on the Website. The Client should choose the payment method "Gift Certificate" or, in step 2, "Discount Code" described in Article 3.1. of the General Terms and Conditions. The code can only be used once and for a single Booking;</li><li>• ii) are personal and may not be sold or transferred;</li><li>• iii) are not, even partially, convertible into currency;</li><li>• iv) are only valid for "new" Bookings (i.e. Bookings made after the issue date of de Ardennes-étape Gift Certificate or Ardennes-étape Discount Code);</li><li>• v) are valid on the general offer of available Accommodations indicated on the Website. Ardennes-étape does not in any case guarantee the availability of an individual Accommodation without the written approval of the Host.</li></ul>



Specific conditions for Ardennes-étape Gift Certificates	Specific conditions for Ardennes-étape Discount Codes
<p>An Ardennes-étape Gift Certificate :</p> <ul style="list-style-type: none"> <li>• i) has a nominal value as stated on the Ardennes-étape Gift Certificate;</li> <li>• ii) is valid for a fixed duration mentioned on the Ardennes-étape Gift Certificate;</li> <li>• iii) can be combined with one or more Ardennes-étape Gift Certificates or other Ardennes-étape Vouchers;</li> <li>• iv) does not give the right to a refund of any excess amount if the amount of the Booking is less than the value of the Ardennes-étape Gift Certificate. The surplus can be used in the form of a new Ardennes-étape Gift Certificate. The validity date of the new Ardennes-étape Gift Certificate remains the same.</li> </ul>	<p>An Ardennes-étape Discount Code :</p> <ul style="list-style-type: none"> <li>• i) is valid according to and has a value depending on the promotion Ardennes-étape is running. The specific conditions of the promotion are mentioned on the promotional material accompanying the Ardennes-étape Discount Code;</li> <li>• ii) cannot be combined with other Ardennes-étape Discount Codes.</li> </ul>

## Art. 5. Modification, cancellation and termination

### 5.1. Booking modifications

#### • 5.1.1. Before the Arrival Date

If, after the conclusion of the Contract and before the Arrival Date, a significant aspect of the Booking is altered by Ardennes-étape making it impossible to realise the stay in the Accommodation for the period covered by the Booking, or if such significant alteration is caused by external circumstances (e.g. necessary works performed by the Host to the Accommodation), Ardennes-étape shall inform the Client as soon as possible after becoming aware of the altered circumstances and in any case before the Arrival Date.

In such event, the Client will have the choice:

#### a) to accept another Accommodation as proposed by Ardennes-étape, to which the following conditions apply:

- if the Accommodation proposed by Ardennes-étape is of equivalent quality to the initial Accommodation (the equivalence being judged on the basis of objective criteria such as the class of the Accommodation), no additional amounts will be due by either Party.
- If the Accommodation proposed by Ardennes-étape is of higher quality, the Client may be asked to pay to Ardennes-étape the Rental Fee difference between the respective accommodations, unless the latter chooses to renounce the performance of the Contract and obtain the reimbursement of the sums already paid.
- If the Accommodation offered by Ardennes-étape to the Client is of a lower quality, Ardennes-étape will reimburse the Client the Rental Fee difference between the respective accommodations as quickly as reasonably possible.

#### b) to request reimbursement of all amounts already paid to Ardennes-étape in the form of an Ardennes-étape Voucher for the corresponding amount, issued on the date of non-acceptance by the Client of the proposal of Ardennes-étape, and valid for one (1) calendar year. No cash reimbursement can be claimed.

If, after the conclusion of the Contract and before the Arrival Date, a non significant aspect of the Booking is altered by Ardennes-étape, but the stay in the accommodation remains possible, Ardennes-étape has the possibility (but no obligation) to offer a commercial gesture.

#### • 5.1.2. During the stay in the Accommodation

If, during the stay in the Accommodation, as a result of exceptional circumstances one or more components of the Booking cannot be fulfilled and the Host cannot provide a solution that is acceptable to the Client during the stay in the Accommodation, Ardennes-étape shall propose another Accommodation to the Client as quickly as possible (the equivalence being judged on objective criteria such as the class of the Accommodation and the facilities proposed). The conditions set out in Article 5.1.1.a) shall apply.

If the Client does not accept Ardennes-étape's proposal or if Ardennes-étape is not in a position to make the Client a proposal, the Contract will be automatically terminated and Ardennes-étape will reimburse the Client the Rental Fee pro rata for the number of days remaining until the date of the end of the stay in the Accommodation; in the form of an Ardennes-étape Voucher for the corresponding amount, issued on the date of said termination and valid for one (1) calendar year. No cash reimbursement can be claimed. Any amounts reimbursed by Ardennes-étape shall not constitute damages.

Ardennes-étape's liability for termination due to modifications of the Booking during the stay in the Accommodation, shall be limited to the damage actually suffered and objectively proven by the Client. Any liability of Ardennes-étape for termination due to modifications of the Booking during the stay in the Accommodation, can only be compensated by means of an Ardennes-étape Voucher for the corresponding amount, issued on the date of said termination and valid for one (1) calendar

year. Article 8.2. of the General Terms and Conditions will apply in full to such events of liability.

## 5.2. Termination and cancellation

### • 5.2.1. By Ardennes-étape

Ardennes-étape reserves the right to terminate the Contract before the Arrival Date. If the termination is not due to reasons attributable to the Client, and except in the case of Force Majeure, the Client has the choice to:

a) accept another Accommodation as proposed by Ardennes-étape, to which the following conditions apply:

- if the Accommodation proposed by Ardennes-étape is of equivalent quality to the initial Accommodation (the equivalence being judged on the basis of objective criteria such as the class of the Accommodation), no additional amounts will be due by either Party.
- If the Accommodation proposed by Ardennes-étape is of higher quality, the Client may be asked to pay to Ardennes-étape the Rental Fee difference between the respective accommodations, unless the latter chooses to renounce the performance of the Contract and obtain the reimbursement of the sums already paid.
- If the Accommodation offered by Ardennes-étape to the Client is of a lower quality, Ardennes-étape will reimburse the Client the Rental Fee difference between the respective accommodations as quickly as reasonably possible.

b) request reimbursement of all amounts already paid to Ardennes-étape in the form of an Ardennes-étape Voucher for the corresponding amount, issued on the date of non-acceptance by the Client of the proposal of Ardennes-étape, and valid for one (1) calendar year. No cash reimbursement can be claimed.

If the Client does not accept Ardennes-étape's proposal or if Ardennes-étape is not in a position to make the Client a proposal, the Contract will be automatically terminated and Ardennes-étape will reimburse the Client the Rental Fee pro rata for the number of days remaining until the date of the end of the stay in the Accommodation, in the form of an Ardennes-étape Voucher for the corresponding amount, issued on the date of said termination and valid for one (1) year. No cash reimbursement can be claimed. Any amounts reimbursed by Ardennes-étape shall not constitute damages.

Ardennes-étape's liability for termination under this Article 5.2.1. of the General Terms and Conditions, shall be limited to the damage actually suffered and objectively proven by the Client. Any liability of Ardennes-étape for termination under this Article 5.2.1. of the General Terms and Conditions, can only be compensated by means of an Ardennes-étape Voucher for the corresponding amount, issued on the date of said termination and valid for one (1) year. Article 8.2. of the General Terms and Conditions will apply in full to such events of liability.

### • 5.2.2. By the Client

If the Client cancels or terminates the Contract, he or she will not be able to recover the insurance premiums paid to Ardennes-étape on behalf of the insurance companies.

In addition, if the Client cancels the Contract outside of a case of Force Majeure on its behalf, he or she shall be liable to Ardennes-étape for compensation for the damage suffered by Ardennes-étape, corresponding to the full amount of the Booking Fee and the remainder fixed on a flat-rate basis as set out in the table below:

Date of cancellation	Consequence
More than forty-two (42) calendar days before the Arrival Date	Thirty (30) % of the Rental Fee
Between the forty-second (42nd) (inclusive) and the twenty-eighth (28th) (exclusive) calendar day before the Arrival Date	Sixty (60) % of the Rental Fee
Between the twenty-eighth (28th) (inclusive) and the second (2nd) (exclusive) calendar day before the Arrival Date	Ninety (90) % of the Rental Fee
From the second (2nd) calendar day before the Arrival Date	One hundred (100) % of the Rental Fee

In the event of cancellation of a Booking which has been paid for partly or wholly with a valid Ardennes-étape Gift Certificate, and provided that the Client is entitled to a partial or full reimbursement of the Fee, the value to which the Client is entitled (after deduction of the costs and compensation due to Ardennes-étape, if any) will be reimbursed in the form of a new Ardennes-étape Gift Certificate, issued on the date of cancellation and valid for one (1) year. No cash reimbursement can be claimed.

In case of cancellation of a Booking for which an Ardennes-étape Discount Code has been used, the Client will receive a new Ardennes-étape Discount Code if there are no cancellation fees due. The Client must contact Ardennes-étape for this purpose. In case of any cancellation fees being due, the Ardennes-étape Discount Code shall be considered to be expired. In



any event no cash repayment (even partial) can be claimed from Ardennes-étape.

### 5.3. No right of withdrawal

The Client may not revoke the Contract under article VI.53 of the Belgian Economic Law Code. This applies without prejudice to the right to terminate or cancel the Contract or transfer it in accordance with Articles 5.2. and 3.2. of these General Terms and Conditions.

### 5.4. No show

In the event that the Client and/or its guest(s) do not stay in the Accommodation in accordance with the Booking, the Client cannot request Ardennes-étape for any reimbursement of the Fee. All charges and costs (including the Utility Costs, mandatory charges and the Booking Fee) shall remain due and payable to Ardennes-étape.

## Art. 6. Obligations of Ardennes-étape

Ardennes-étape, subject to the Client complying with his or her obligations hereunder, will:

**6.1.** Provide or have provided the documentation relating to the Booking (confirmation of receipt of the Booking through the Website or Ardennes-étape's customer service, summary of the terms and conditions of the Booking, payment invitation, (pro forma) invoice with all essential information concerning the Booking);

**6.2.** Upon full payment of the Fee by the Client in accordance with Article 4.1. of these General Terms and Conditions, to provide or have provided a holiday ticket containing:

- i) the general information about the Accommodation, the Booking number and the Accommodation reference
- ii) general information about the stay in the Accommodation
- iii) the payment modalities of the possible additional charges and the security deposit
- iv) the contact details of the Manager-reception and the data concerning the collection point of the keys of the Accommodation
- v) the modalities and main remarks upon arrival at the Accommodation
- vi) information regarding the essential necessities during the stay in the Accommodation
- vii) if applicable, the Accommodation Rules;

**6.3.** Shall arrange that the Accommodation is made available to the Client at the Arrival Date in a good state of maintenance and in accordance with the descriptions of the Accommodation and its contents. The estimates (if any) communicated for the charges (for example pertaining to the Utility Costs) are merely indicative. Similarly, the photographs, plans and tourist information, as well as the noise level of the Accommodation are communicated for information purposes only and do not constitute or imply any commitment or warranty on the part of Ardennes-étape;

**6.4.** Inform the Client of any claims that the Host may initiate against the Client, as soon as reasonably possible after Ardennes-étape becomes aware of such intention of the Host.

In fulfilling these obligations, Ardennes-étape does not act as owner of, holder of a right in rem on or user of the Accommodation.

## Art. 7. Obligations of the Client

The Client is obliged:

- **7.1.** To provide **accurate, complete and up-to-date information** to Ardennes-étape, in particular regarding the composition of the group of participants which will stay in the Accommodation and the reason for the stay in the Accommodation;
- **7.2.** To **make full payment** for the Booking in accordance with Article 4.1. of these General Terms and Conditions;
- **7.3.** To **contact the Manager-reception and/or the Host** (as applicable) on the day before the Arrival Date, in order to inform the Manager-reception and/or the Host on the arrival date at the Accommodation at the Arrival Date;
- **7.4.** To collect the **keys** at the address of the Accommodation between 4pm and 6pm local time on the Arrival Date, unless otherwise agreed. In case of tardiness, the Client must immediately contact the Manager-reception by telephone and in person and agree on another arrival time;
- **7.5.** In the event of a **complaint regarding Non-conformity or a Defect**, to follow the procedure set out in Article 11;
- **7.6.** To comply with **applicable laws, regulations and measures** (including rules aimed at containing the spreading of COVID-19 or any other pandemic) while staying at the Accommodation;
- **7.7.** To comply with the **House Rules**;
- **7.8.** To use and guard the Accommodation as a **reasonable and prudent person**;
- **7.9.** To respect the **destination of the Accommodation and the Accommodation Rules** (in particular with respect to the maximum capacity of the Accommodation, the instructions for use and House Rules, the restrictions as to the presence of animals and parking facilities). This information is made available to the Client on the Accommodation presentation page of the Website;
- **7.10.** Unless otherwise provided in the Accommodation Rules, to brush/sweep the Accommodation, do the dishes and tidy up, clean the household appliances (barbecue included), put moved furniture back where it was on arrival, leave the

toilets in a decent state, sort and dispose of the waste in the correct place, tidy the beds and fold any bedding that may have been provided.

The costs connected with an event of failure to comply with the obligations under Article 7 (in particular cleaning costs under Article 7.10.), will be deducted from the security deposit. If the security deposit is not sufficient to cover such costs, those costs will be invoiced to the Client by Ardennes-étape. Ardennes-étape shall be entitled to claim the outstanding amounts from the Client within thirty (30) calendar days from the end of the stay in the Accommodation.

The Client and the Manager-reception undertake to draw up, before the stay in the Accommodation and at the latest on Arrival Date, a detailed ingoing and outgoing inventory of fixtures of the Accommodation in accordance with article 1730, §1 of the old Belgian Civil Code.

The Client undertakes to inform Ardennes-étape or the Manager-reception of any damage or defect to or loss of the Accommodation, its contents and/or equipment at the latest at the time of departure from the Accommodation. The Client shall submit his or her damage claim via the following hyperlink: <https://en.ardennes-etape.be/contact>. The Client shall indicate the Booking number so that it can be transferred to the insurance broker for processing.

Ardennes-étape shall be entitled, at its sole discretion and taking into account the gravity of the fault, to terminate the Contract for fault of the Client if the Client fails to comply with at least one (1) of the obligations set out in this Article 7, without compensation being due by Ardennes-étape. In such event, the Client will be liable to Ardennes-étape for the amounts referred to in Article 5.2.2. of the General Terms and Conditions.

Ardennes-étape may also terminate the Contract if it becomes aware of any unlawful or unauthorized use of the Accommodation by the Client or by a person authorized by the Client to be present at the Accommodation, or of the behavior of an animal in the care of the Client which is causing or could cause inconvenience or damage to the good state of the Accommodation.

## Art. 8. Liability

### 8.1. Liability of the Client

If the Client (or its guest(s) does not comply with their obligations under the General Terms and Conditions, the Accommodation Rules and/or the Contract, the Client shall be liable to compensate Ardennes-étape for all damages arising from such non-compliance, in accordance with the rules of Belgian liability law in general and the Contract in particular.

Thus, among other things, Client will be liable for all direct and indirect damages resulting from:

- i) Entering incorrect data during the Booking process, including providing Ardennes-étape with incorrect or insufficient information regarding the composition of the group of participants during the stay in the Accommodation;
- ii) Communicating inaccurate, incomplete and/or non-current information to Ardennes-étape;
- iii) Anything that happens (including but not limited to damages, losses or otherwise and whether by acts or omissions of the Client or its guest(s) during the stay in the Accommodation, regardless of whether the Client is present at the Accommodation or not;
- iv) Theft, vandalism or fire during the duration of the stay in the Accommodation;
- v) Non-compliance with the House Rules;
- vi) The unlawful or improper use of the Accommodation, damage to the Accommodation; its surroundings, its content, fixtures or equipment.

Ardennes-étape has the right to deduct from the security deposit the costs made to restore the Accommodation, its contents, surroundings, fixtures, equipment and/or outbuildings to their original state, after deducting, where applicable, a depreciation coefficient, if the insurance company does not cover all or part of the damages attributable to the Client. The Client can only oppose this for legitimate reasons and subject to the proof of prior effective payment of all amounts due by it. The Client acknowledges that he or she bears the risks associated with the Accommodation during the period of stay covered by his or her Booking. Ardennes-étape may in no way be held responsible for any damage caused during the stay in the Accommodation.

### 8.2. Liability of Ardennes-étape

Ardennes-étape's liability under the Contract, whatever the reason for liability (whether in contract, tort, delict or otherwise), shall be limited in accordance with the conditions set out hereinafter:

- i) The limitations of Ardennes-étape's liability under this Article 8.2. of the General Terms and Conditions shall apply to the fullest extent permitted by applicable law;
- ii) The limitations of Ardennes-étape's liability under this Article 8.2. of the General Terms and Conditions shall apply insofar as no other specific provisions in these General Terms and Conditions provide anything to the contrary. In any event, the provisions of this Article 8.2. of the General Terms and Conditions shall apply by way of complement;
- iii) Ardennes-étape's liability under the Contract is limited to damage arising out of wilful misconduct or gross negligence on the part of Ardennes-étape or its appointees or agents, or the non-execution of an obligation that is one of the principal terms of the Contract in respect for Ardennes-étape
- iv) Ardennes-étape's liability under the Contract is limited to fifteen (15) % of the total sum actually paid by the Client to Ardennes-étape;

- v) Ardennes-étape cannot be held responsible for any indirect or consequential damage, including but not limited to loss of opportunity, loss of profit, loss of data and loss of usage possibilities.

## Art. 9. Insurance

The Client may take out cancellation insurance. This insurance is subject to the terms and conditions that can be consulted under the following hyperlink: <https://en.ardennes-etape.be/general-conditions-cancellation-insurance>.

By clicking on the Book Now button, the Client acknowledges that he or she has read the general conditions of the "Comfort Home" insurance contract concluded by Ardennes-étape on behalf of the Host with AXA and agrees to its content.

The Client agrees to take out a valid insurance policy covering his or her liability in the event of a fire at the Accommodation.

## Art. 10. Force Majeure

### 10.1. Notification

A Party claiming Force Majeure (hereinafter referred to as the "Affected Party") shall give written notice to the other Party immediately after it first becomes aware (or should have become aware) of such Force Majeure. Failure to provide such notice as soon as reasonably possible after the Affected Party has become aware of the event of Force Majeure and its consequences on the performance of the Contract have become reasonably clear, shall preclude the Affected Party from asserting that a Force Majeure event has occurred. The Client hereby expressly acknowledges and agrees that Ardennes-étape must depend on the Host to resolve any events of Force Majeure. Any notification pursuant to this Article shall include a detailed description of the obligation(s) affected by such Force Majeure event, as well as details of any transition plans, alternative or other mutually agreed means that the Affected Party will use to minimize the impact of the Force Majeure event.

### 10.2. New Booking

In case of an event of Force Majeure, either Party shall be entitled to terminate the Contract. In such event, the Client only receives an Ardennes-étape Voucher, which entitles him or her to reschedule his or her stay in the Accommodation at a later time. However, the new Booking may not be made later than one (1) calendar year after the Force Majeure event has commenced.

### 10.3. Effort Commitment

Notwithstanding the foregoing, the Affected Party shall use reasonable efforts to limit the effect of the Force Majeure event on the performance of its own obligations. In the event that the Accommodation is not useable due to total or partial demolition, destruction or substantial damage of the Accommodation, the Client acknowledges that Ardennes-étape and the Host are not obliged to immediately rebuild the Accommodation.

The Client acknowledges and agrees that any repair and construction works of the Accommodation are beyond the control of Ardennes-étape. Ardennes-étape cannot be held liable for any damage or loss of use in relation thereto or any inaction of the Host to resolve an event of Force Majeure.

### 10.4. No liability

Ardennes-étape cannot be held liable for the non-performance of the Contract due to an event of Force Majeure.

## Art. 11. Complaints procedure and contact

### 11.1. Non-conformities and Defects

Should the Client discover any Defect or Non-conformity, he or she must immediately report this to the Manager-reception or to Ardennes-étape, by calling the emergency number previously communicated by SMS, in order for Ardennes-étape to be able to take appropriate action without undue delay.

If the Client does not report Non-conformities that may arise during the stay in the Accommodation to Ardennes-étape within twenty-four (24) hours after it has received the keys to the Accommodation, or Defects that may arise during the stay in the Accommodation to Ardennes-étape within forty-eight (48) hours after it has received the keys to the Accommodation, then such failure to report shall be regarded as an acknowledgement by the Client that the information provided by Ardennes-étape (for example in the Accommodation Rules, the holiday ticket and/or on the Website) and/or included in the ingoing inventory of fixtures, corresponds to the reality in such a way that Ardennes-étape cannot be held responsible for any Defects or Non-conformities.

Complaints should be made using the form available online at <https://en.ardennes-etape.be/contact>, or by telephone at 080/29.24.00.

Complaints should be reported to Ardennes-étape:

- either within twenty-four hours (24) hours after the end of the stay in the Accommodation according to the Booking in case of damage to the Accommodation, vandalism or malicious intent; or
- within five (5) calendar days in other cases.

Complaints should be supported by documented evidence such as, without this list being exhaustive, photographs, videos and evidence of conversations and exchanges that can support the complaint.

### 11.2. Filing complaints with the European Commission

Consumers can file a complaint online with the European Commission at <https://ec.europa.eu/odr/>. However, Ardennes-étape will only be informed when completing the form available online through the following hyperlink: <https://en.ardennes-etape.be/contact>.

## Art. 12. Miscellaneous

### 12.1. Sharing Experiences

Ardennes-étape will ask the Client by means of a satisfaction survey about his/her general impression of the Accommodation and the stay in the Accommodation, as well as his/her appreciation of the services provided by Ardennes-étape. The sole purpose of collecting this information is to improve the quality of the Accommodation and of our services in order to respond to the mission, vision and values of Ardennes-étape. The Client may agree to all or part of this information being shared with the Host. As part of the satisfaction survey, Ardennes-étape asks the Client to write an opinion regarding the stay in the Accommodation. The Client undertakes that the wording of his or her opinion will be in accordance with the conditions of publication available through the following hyperlink: <https://en.ardennes-etape.be/guidelines-for-publication?setLangue=En>. The Client may agree that Ardennes-étape publishes this opinion on the Website and may use it in Ardennes-étape's communication and promotional tools.

### 12.2. Member BeCommerce

As a member of BeCommerce, the Website complies with the BeCommerce Code of Conduct.

You can view the code of conduct here.

### 12.3. Privacy

Your privacy rights are important to Ardennes-étape and we are committed to always acting in accordance with the applicable rules and legislation on privacy and data protection. If you would like to know more about how we deal with your privacy rights and personal data, you can consult our privacy policy by clicking on the following hyperlink: <https://en.ardennes-etape.be/privacy-policy>.

### 12.4. Severability

In the event that any provision of these General Terms and Conditions and/or the Contract would be adjudicated to be invalid or unenforceable, then:

- i) The validity or enforceability of the remaining provisions of the General Terms and Conditions and/or the Contract shall not be affected. The other provisions of the General Terms and Conditions and the Contract shall remain in full force and effect;
- ii) The Client and Ardennes-étape shall negotiate in good faith with a view to replacing the invalid or unenforceable provision by a valid provision having the same or a similar effect; and
- iii) If a penalty clause or damage clause of the General Terms and Conditions is adjudicated to be invalid or unenforceable, it shall be deemed to have been replaced by a provision which entitles the beneficiary of the clause to compensation for proven damages.

Where clauses refer to a right for Ardennes-étape to terminate the agreement in cases of non-compliance or default of or attributable to the Client, the termination upon occurrence of such non-compliance or default shall be considered to be an out of court termination rather than the application of a resolutive clause. Given the short term nature of the stay in the Accommodation and the Booking, this qualification is deemed fair and appropriate between the Parties as otherwise no remedies would be available for the landlord against the concerned (urgent and serious) situations or actions.

## Art. 13. Applicable law and competent courts

### 13.1. Applicable law

The General Terms and Conditions and the Contract are governed by Belgian law, with the exclusion of the application of the provisions of the Vienna Convention on the Sale of Goods.

Matters not explicitly set out herein shall be governed by the Belgian legal provisions covering rental agreements in general (bail de droit commun).

### 13.2. Competent courts

In case of disputes regarding the validity, application, performance or interpretation of these General Terms and Conditions and/or the Contract, the courts of the seat of Ardennes-étape shall have jurisdiction.

## ANNEX 1: House Rules

During the stay in the Accommodation, the specific house rules communicated by the Host, as well as the general house rules set out below shall apply. The Client shall:

- 1. Respect the limit on the number of persons for the maximum capacity of the Accommodation, as communicated by Ardennes-étape according to the composition of the group participating in the stay in the Accommodation.
- 2. Not organize any (student) parties, bachelor parties, lock-down parties, events contrary to morality or other similar events during the entire duration of the stay in the Accommodation.
- 3. Comply with the rules applicable to the presence of a dog as communicated by Ardennes-étape to the Client, if Ardennes-étape authorizes the presence of a dog at the Accommodation. For example, without the following list being exhaustive, a dog is not allowed in the bedrooms and in the couches and the whole of the Accommodation and the garden must be cleaned of all animal faeces. If the garden is shared with another residence, Ardennes-étape shall remind the Client that the dog must be kept on a leash and that all necessary steps must be taken to avoid any damage to persons or property, it being understood that the Client shall be solely responsible in such a case. Furthermore, the Client must comply with all legal obligations concerning the keeping of dogs known to be dangerous.
- 4. Not disturb neighbors or make loud noises, respect the neighborhood and generally act as a reasonable and prudent person during the stay in the Accommodation.
- 5. Not install any temporary shelters (e.g. tent, camper, mobile home,...) on or around the vicinity of the Accommodation.
- 6. Not commit acts contrary to public order or morality during the stay in the Accommodation;
- 7. Respect the no smoking policy in the interior areas of the Accommodation.
- 8. To bring own linen (sheets, bed covers, pillowcases, bath towels and dish towels) to the Accommodation and cover mattresses with a cover or sheet, unless the Accommodation Rules provide otherwise.
- 9. Not use sleeping bags in the Accommodation.
- 10. Not use a deep fryer, barbecue, brazier, fire basket, tent, camper van, inflatable pool/hot tub or electric car charging station during the stay in the Accommodation, unless otherwise agreed.
- 11. On the end date of the stay covered by the Booking, vacate the Accommodation before 10 am, except during weekends when it is allowed to leave between 10 am and 8 pm, unless otherwise stated on the holiday ticket. Restore the Accommodation, its furnishings and equipment to the same condition as that stated in the ingoing inventory of fixtures on arrival and also in a perfect state of order and cleanliness.