

## Villatoile : Terms and conditions of sale

### Article 1 – Scope of the General Terms and Conditions

These general terms and conditions apply to all contracts for tourist stays concluded between SA Villatoile (Ferme de Pont-à-Lesse 31, 5500 Dinant, registered with the Banque-Carrefour des Entreprises under the number 0415.128.326) and its customers.

### Article 2 – Booking Conditions

#### 2.1 Prices and Payment

##### 2.1.1 Deposits and Reservations

The price of a stay is in euros, including VAT and tourist tax. Waste disposal tax and any additional charges (such as rental of sheets, towels, equipment, etc.) will be added to this price.

For the gîtes, cleaning fees are mandatory and amount to €100 for "Le Fenil" and "Le Platane", and €170 for "Le Frêne".

A deposit of 30% of the total stay cost must be paid at the time of booking. Any option not paid within 10 days will be automatically cancelled. The balance of the stay must be paid on the day of arrival.

SA Villatoile reserves the right to accept or reject a booking. In the event of rejection, the requested deposit will not be deducted from the customer's account.

##### 2.1.2 Invoicing and Late Payment Penalties

All our invoices are payable within 30 days from the date of receipt, unless otherwise agreed in writing between the parties.

Any late payment will automatically and without prior formal notice result in the application of:

- an annual interest charge of **12%** on the amount due,
- a fixed and non-reducible penalty of **15%**, with a minimum of **€75**,
- a surcharge of **€12.50** for sending a reminder letter,
- a surcharge of **€25** if a staff member needs to travel.

Any dispute regarding an invoice must be notified by registered letter within eight days of receipt, failing which it will be deemed inadmissible.

#### 2.2 Deposits

##### 2.2.1 Gîtes

"Le Fenil" and "Le Platane"

A deposit of **€250** is required for stays in the gîtes, to be paid into the SA Villatoile bank account or by credit card or in cash on arrival at check-in. This deposit will be refunded by bank transfer within 15 days of the end of the stay, subject to compliance with the house rules and the rental contract.

"Le Frêne"

A deposit of **€400** is required for stays in the gîte, to be paid into the bank account of SA Villatoile or by credit card or in cash on arrival at check-in. This deposit will be refunded by bank transfer within 15 days of the end of the stay, subject to compliance with the house rules and the rental contract.

### 2.2.2 Pods

A deposit of €50 is required for stays in pods, to be deposited in cash on arrival at check-in. This deposit will be returned on check-out, on receipt of the keys and on condition that the house rules have been complied with during the stay.

### 2.2.3 Groups

A deposit of **€150** is required for groups of at least 5 people or €10 per person for groups of 16 people or more, to be deposited in cash on arrival at check-in. This deposit will be returned on check-out, provided that the house rules have been respected during your stay.

## 2.3 Right of withdrawal

The legal provisions relating to the right of withdrawal in the case of distance selling, set out in the Code of Economic Law, do not apply to tourist services. Thus, for any holiday booked with SA Villatoile, the customer has no right of withdrawal (art. VI.53, 12° Code of Economic Law).

## 2.4 Cancellation and change of booking

### 2.3.1 Campsites and pods

- a) From confirmation of the booking to 8 days before arrival, 30% of the total amount of your booked stay will be retained.
- b) From 7 to 2 days before arrival, 50% of the total amount of your reserved stay will be retained.
- c) From one day before arrival, 100% of the total amount of your reserved stay will be retained.

If the customer cuts short their stay, no refund will be made by SA Villatoile.

Customers are advised to take out or check whether they have cancellation insurance, which enables them to obtain reimbursement of sums paid in the event of cancellation of their holiday or early departure under certain conditions (illness, accident, etc.).

### 2.3.2 Gîtes

- a) From confirmation of the booking up to and including the 30th day before the start of the holiday, 30% of the total cost of the holiday booked will be retained.
- b) For cancellations between the 30th day and the day of arrival: 90% of the rental price and the cost of services directly linked to the stay will be retained. An invoice for the remaining 60% will then be due.

If the customer cuts short the stay, no refund will be made by SA Villatoile.

Customers are advised to take out or check whether they have cancellation insurance, which enables them to obtain reimbursement of sums paid in the event of cancellation of their stay or early departure under certain conditions (illness, accident, etc.).

## Article - 3. Course of the stay

### 3.1 Arrival and departure

#### 3.1.1 Camping

Arrivals are between 1pm and 9pm and departures before 12pm every day. On departure, the campsite pitch must be left clean and in good condition.

#### 3.1.2 Gîtes

Arrivals are between 2pm and 9pm and departures before 11am every day. On arrival, a check-in is carried out by one or more members of SA Villatoile staff and the keys are given to the customer together with a badge to open the private entrance gate.

On departure, a check-out will be carried out by one or more members of SA Villatoile staff and the keys and badge for the private entrance gate must be returned.

### 3.1.3 Pods

Arrivals are between 1pm and 9pm and departures between 9am and 11am every day. On departure, a check-out is carried out by one or more members of SA Villatoile staff and the keys must be returned.

### 3.2 Early Arrival and Delay in Arrival, Departure or Return of the Keys

- Any arrival before the time specified in Article 3.1 will incur an additional charge.
- Any arrival after 9:00 PM will incur a flat fee of €50.
- Any late departure or return of keys after the time indicated in Article 3.1 will be charged as an additional overnight stay.
- Any request to extend the stay must be made before the scheduled departure time stated in Article 3.1.

### 3.3 House Rules

To ensure the most pleasant stay for all guests, they must comply with the conduct rules stated in the House Rules. The rules are available at reception or on our website. Any violation of the House Rules may result in:

- A partial or total retention of any deposit (group, gîte, pod, etc.).
- Removal from the premises without any full or partial refund of the booking.

The guest is responsible for ensuring that all persons they allow onto the premises comply with these House Rules.

### 3.4 Number of Guests

The number of guests must never exceed the accommodation capacity stated in the booking.

If this rule is not respected, the company reserves the right to cancel the booking (without refund), terminate the stay (without refund), and/or adjust the rental price.

## Article 4 – Liability

**4.1** Except in cases of gross or intentional negligence, SA Villatoile declines all liability in the event of:

- theft, loss, or damage of any kind during or after the stay or winter storage of equipment,
- malfunction or failure of equipment during the stay.
- accident occurring in its infrastructures and/or at the site of the property.

SA Villatoile accepts no liability for any accident occurring within its facilities and/or on the estate site, unless it results from gross or intentional negligence on its part.

Guests are advised to take out civil liability insurance covering material and bodily damage they may cause within the establishment. SA Villatoile reserves the right to claim additional costs for damage not covered by the deposit.

**4.2** The client must use SA Villatoile's facilities responsibly.

They are jointly liable for any loss and/or damage caused by themselves, their guests, or an animal

under their care, to the estate, its infrastructure, and/or equipment.

If the client is responsible for damage, they must report it immediately to reception. The cost of the damaged item and/or necessary repairs will be charged to them.

**4.3** At the start of the stay, the client is required to check the condition of the infrastructure and its equipment upon check-in. If no defects are reported to reception at the beginning of the stay, the infrastructure and equipment will be considered to have been provided in perfect condition.

In the event of the disappearance or damage of objects made available within the infrastructure during the stay, we reserve the right to charge additional fees corresponding to the replacement value of these objects.

**4.4** The cleaning of the infrastructure at the end of the stay is included in the booking price. However, if a gîte or pod has not been used responsibly and is found in an abnormally dirty condition, additional (cleaning) fees may be charged.

#### **Article 5 – Force Majeure**

SA Villatoile is not liable for any loss or damage resulting from a delay or failure to fulfil a contractual obligation when such delay or failure is due to force majeure.

A force majeure event is any unforeseeable event beyond the control of SA Villatoile, including but not limited to any disaster caused by nature, epidemic, fire, accident, war, insurrection, riot, act of terrorism, spontaneous work stoppage or slowdown, lock-out, changes in market conditions, failure of telecommunications or electricity lines, act of government, or order from a court or public authority.

#### **Article 6 – Complaints**

Complaints during the stay must be reported on-site as soon as possible at the reception so that a solution can be found. If a complaint cannot be resolved immediately or if the client is unable to submit it on-site, it must be sent within 14 days after the end of the stay via email to [secretariat@villatoile.be](mailto:secretariat@villatoile.be) or by post to Ferme de Pont-à-Lesse 31, 5500 Dinant.

In the event of a persistent dispute, the parties agree to seek an amicable solution before taking legal action. If no agreement is reached, the dispute will be submitted to the competent court.

#### **Article 7 – Personal Data & Privacy**

SA Villatoile processes your data in accordance with the General Data Protection Regulation (GDPR) and its Privacy Statement, which is available on its website.

#### **Article 8 – Applicable Law & Jurisdiction**

These general terms and conditions are subject to Belgian law, and any dispute related to their application shall be within the jurisdiction of the courts of Dinant, unless otherwise required by mandatory provisions.

#### **Article 9 – Right to Modify the General Terms of Sale**

SA Villatoile reserves the right to modify these general terms and conditions. Any changes will apply to new bookings made after the update of the terms.