GENERAL CONDITIONS OF ONLINE SALE VIA L'ORC

1. RECOGNITION BY THE GENERAL COMMISSIONER FOR TOURISM

The owner certifies that the rented property complies with the provisions of the Walloon Tourism Code of April 1, 2010 approval n ° GRLX5920.

2. OBJET

These general conditions apply to all online reservations made with our establishment, using the Regional Marketing Tool (ORC).
The customer acknowledges having read and accepted these general conditions. No reservation is possible without the customer's agreement with them. The customer has the option to save and print these general conditions.

3. USE OF RENTED PROPERTY

The client uses the rented property in accordance with its destination and as a good father. He must respect the maximum capacity of 9 people, baby (s) included, as well as the ban on smoking inside the gîte. Any breach of this clause may result in the immediate termination of this contract, at the expense of the customer, the rental amount remaining definitively acquired by the owner.

4. LIABILITY - INSURANCE

The customer occupies the premises like a good father. He is responsible for the rented property, the equipment and the land made available to him. He reimburses the owner for all costs incurred by his act and undertakes to report any damage. By renting the accommodation, the customer is legally obliged to return it in the state in which it received it, including in the event of fire (art 1732, 1733 and 1735 of the CC.). If necessary (see specific clauses) the client covers his rental liability with a GLOBAL FIRE insurance policy, both for rental risks (the building) and for the content (furniture, etc.) made available to him. . These risks can be covered by the client's "FIRE" extension of the client's FIRE insurance policy. The client is invited to contact his insurer to verify his contract.

5. RESPECT FOR THE NEIGHBORHOOD AND THE ENVIRONMENT

The client agrees to adopt a behavior respectful of the inhabitants and the environment in general: fauna, flora, various equipment, ...

6. ANIMALS

Pets are not allowed.

7. “EQUIPMENT AND COMFORT” INVENTORY

It is agreed that an inventory of the leased premises, furniture, equipment and utensils, will take place upon entry into possession and upon departure of the client. Any loss or damage as well as the non-respect of the cleanliness of the places will give right to a compensation.

8. OFFERS

All of our advertisements, web pages or offers are prepared in good faith and based on the data available. The maps, photos and illustrations are presented for informational purposes and are not contractual. They may be subject to modifications before the reservation is finalized. The customer authorizes us to correct any obvious material errors in the information that we communicate to him.

9. PRICE

The prices displayed at the time of booking constitute the total price of the service sold, including cleaning by the owner of € 60, charges of € 20 / night, taxes, fees and other charges. Any supplements are clearly indicated before booking the service.
The customer authorizes us to correct any obvious price errors.

10. GUARANTEE

A deposit of 200.00 € is requested in cash upon delivery of the keys. It will be returned to the customer by transfer within 8 days from the date of departure to the bank account that he has communicated to the owner.
The deposit is intended to cover all debts for which the customer may remain liable to the owner when the premises are returned.
In the event of a dispute, the owner may, under his responsibility, keep the deposit until the responsibilities are clearly established.

11. BOOKING

The client chooses the services presented on the regional marketing tool. He acknowledges having read the nature, destination and methods of booking the services available on the booking tool and having requested and obtained the necessary and / or additional information to make his reservation in full knowledge of the facts.
The customer is solely responsible for his choice of services and their suitability for his needs, so that our responsibility cannot be engaged in this regard.
The reservation is deemed to have been accepted by the client at the end of the reservation process.

12. BOOKING PROCESS

The reservations made by the customer are made via the dematerialized reservation voucher available online on the reservation tool. The reservation is deemed to have been made upon receipt of the reservation voucher. The customer undertakes, prior to any reservation, to complete all the information necessary for the reservation. The client certifies the veracity and accuracy of the information transmitted.
Once the final choice of services to be booked has been made, the reservation procedure includes the following steps until validation:
entering the bank card in the event of a guarantee or prepayment request, consulting and accepting the general conditions of sale relating to the service (s) and (s) services, and finally, the validation of the reservation by the customer.
The validity of the customer's payment card is verified by stripe.com. There may be a refusal of the payment card for several reasons: stolen card, blocked card, ceiling reached, input error…

In the event of a problem, the customer must contact their bank on the one hand, and the establishment on the other hand to confirm their reservation and their method of payment.

13. ADVANCE PAYMENT

Payment by bank card of a deposit of 30% of the total price of the reservation at the time of reservation.

14. BALANCE PAYMENT

The balance of the price of the stay must be paid 15 days before the date of the stay to the owner's account or in cash on arrival.

15. OWNER'S BANK ACCOUNT

IBAN: BE33 2670 5002 5646 - BIC: GEBABEBB

16. ACKNOWLEDGMENT OF RESERVATION

The reservation tool acknowledges receipt of the customer’s reservation and confirms it by sending an email without delay. The confirmation of the reservation by email summarizes the contract offer, the services reserved, the prices, the conditions of sale relating to the selected tariff, accepted by the client, the date of reservation made as well as the address of the establishment. to which the customer can submit complaints.

17. RIGHT TO RETRACT

It is recalled that, in accordance with article VI.53 of the Belgian Economic Law Code, if the contract provides for a specific date or period of execution, the customer does not have the right to withdraw in the event of a reservation :

- accommodation other than residential purposes (e.g. vacation accommodation),
- of a transport,
- car rental,
- catering and services related to leisure activities.

18. CANCELLATION - PREMATURE DEPARTURE

Any cancellation must be notified by registered letter, fax or email confirmed by post. The customer can propose to the owner the transfer of his lease, under his entire responsibility, to a person designated by him and who accepts to contract under the same conditions. In this case, the deposit is deemed to have been paid by the assignee. The customer can also offer the owner to substitute a person for the enjoyment of the accommodation, while remaining the holder of the contract, including for the duration of the latter. This implies that he remains personally bound by all of his initial obligations. The owner's express agreement is required and concerns only the designated person (s). In other cases, the 30% deposit remains with the owner as compensation.
This compensation is increased to :

- 30 to 21 days before arrival: 30% of the amount of your reservation,
- 20 to 8 days before arrival: 60% of the amount of your reservation,
- 7 days before arrival: 100% of the amount of your reservation,
- in case of no show (no show): 100% of the amount of your reservation.

If the client does not appear within 24 hours of the arrival date of the stay :

- the contract automatically becomes void,
- the deposit remains with the owner who reserves the right to claim the balance from the customer,
- the owner can dispose of his property.

the premature departure of the client, for whatever reason, does not entail any reimbursement - even partial - of the price of the stay.

If the contract is prevented following a case of force majeure or fact of the Prince which would prevent us from honoring the contract to welcome our tourists or which would prevent tourists from enjoying the welcome we had provided for them, we will not directly reimburse amounts already paid. We would offer you a voucher for another stay with us, valid for 18 months. If at the end of this period the voucher has not been used up, it is only then that we will refund the amounts previously paid.

19. CLAIMS

Any claim or request for reimbursement for services not received must be sent to the owner by registered letter within 30 days of the end of the stay.
A copy of the letter must be sent within the same period to L'asbl Accueil Champêtre, Rue Royale, 4 in EMINES (Belgium).
Supporting documents must be attached. Any other claim will be considered void.

20. RESPECT FOR PRIVACY

We collect your data in accordance with the General Regulations on the Protection of Personal Data (2016/679) ("GDPR").
The personal data you provide to us are necessary for the processing of your reservation and are essential for the management and provision of the services (article 6.1.b of the above-mentioned Regulations). For these purposes, your data can thus be transferred to our partners, including in particular Elloha.com which manages the booking tool, online payment providers, providers established in third countries. In particular when paying online, the customer's bank details must be sent by the payment provider to the establishment's bank, for the execution of the reservation contract. We only use partners who guarantee a level of protection in accordance with the principles enshrined in the GDPR.

With your consent, your data may also be used by us to send you our promotional or commercial offers, by email or post.
We keep your data for a period of 3 years after the last contact (email, reservation,...).

As the person whose data is collected, you have a right of access (screenshot), rectification, erasure of your data, as well as a right of opposition to the collection of your data . These rights can be exercised by sending us an email, mentioning your surname, first name and address as well as the subject of your correspondence.

Your complaints relating to the collection and processing of your personal data can be addressed to the competent supervisory authority.