
Rental conditions

When booking one of our apartments, you agree with the rental conditions below.

These general terms & conditions are applicable when renting one of the following apartments:

- in France, at Aime La Plagne 2000, residence Les Hauts Bois
- in France, at Val Thorens, residence L'Altineige

It is not possible to deviate from the rental conditions below unless the owner has agreed in writing with eventual changes priorly, in which case this will be mentioned on the booking confirmation.

Therefore the tenant can in no way claim that his own general conditions or those of a third party would be applicable.

1. Making a reservation

1.1. Internet

1. You can only make a reservation via the website www.eulaers.com or www.airbnb.com. By entering an online booking the following rental terms and conditions become applicable.

1.2. Booking, confirmation and payments

1. Each booking will be confirmed by the owner by way of a booking confirmation e-mail.
2. Within 5 calendar days of receiving this booking confirmation a down payment of 35 % of the total rent and deposit has to be paid. The remaining balance of the rent and the deposit has to be paid one month before the start of the rental period at the latest. In case a reservation is made one month or less before the start of the rental period, the full rental price and the deposit has to be paid immediately.
3. In case that the down payment and/or the remaining rental balance have not been transferred in time, the owner has the right to annul the booked rental period of the apartment.

2. Annulment

2.1. The cooling-off period

1. Within 3 days of the booking date of an apartment, you can still annul the booking free of charge. You can do this in writing or with an e-mail.
2. By annulment after these 3 days, the annulment conditions are applicable.
3. By reservation within 3 weeks before the start of the rental period, the cooling-off period is not applicable and the annulment conditions described below are applicable.

2.2. Annulment by the tenant

1. The owner has to be notified about any annulment by letter or by e-mail. The owner will send an annulment confirmation by e-mail as soon as he receives the annulment.
2. By annulment within 3 calendar days of the booking date, the content of article 2.1.1. is applicable to the extent that the booking did not take place within one month of the start of the rental period.
3. In case of a late payment or no payment (cf. article 1.3.3), an annulment after 3 calendar days, or in case of bookings that take place within 2 months before the start of the rental period, the following annulment conditions apply:
 - a) By annulment until the 60th day before the start of your stay, the annulment costs amount to 35 % of the total rent.
 - b) By annulment between the 60th and 30th day before the start of your stay, the annulment costs amount to 50 % of the total rent.
 - c) By annulment after the 30th day before the start of your stay, the annulment costs amount to 75% of the total rent.
4. The annulment costs mentioned above do not apply if the tenant has found a new tenant who has taken over the first tenant's booking and has fulfilled all his commitments in respect of the owner.

2.3. Annulment by the owner

1. If circumstances force the owner to annul the rented apartment, he will immediately inform the tenant about this and return in full the amount of rent and deposit he had already paid. The owner will increase this paid amount with 20% for extra costs (transport and other costs) of the tenant, whereas the tenant renounces the right to claim additional compensation. In case of circumstances beyond one's control (force majeure) the owner is not obliged to pay the aforementioned flat-rate compensation of 20% if he informs the tenant at least 7 days before the start of the rental period.

3. Obligations and liabilities

3.1. Obligations and liabilities of the tenant

1. The tenant, his co-tenants or guests have to use the apartment with necessary care and correctness, in compliance with the tranquillity of the neighbourhood. Night noise is absolutely forbidden.
2. During the time of his stay, the tenant is sole responsible for cleaning the apartment and he will, among other things, vacuum the apartment regularly and dust the furniture.
3. The tenant is liable for any damage and/or loss caused by him, his co-tenants or eventual visitors, also when it is identified after he left.
4. The house rules and regulations which are present in the apartment, are an integral part of this agreement and therefore need to be complied with strictly.
5. The tenant has to make sure that he does not make any noise bothering his surrounding and/or neighbours.
6. It is not allowed to move the furniture.
7. The tenant is obliged to store the skis in the ski lockers in the cellar space. It is forbidden to wear ski boots in the apartment.
8. Sublet is forbidden.
9. It is forbidden to use the apartment for parties and/or bacchanals.
10. It is strictly forbidden to smoke in the apartment.
11. Pets are not allowed in the apartment.
12. If there is any damage to the apartment, the inventory or any third parties, the owner should be notified voluntarily before traveling home.
13. If your tranquillity is disturbed by third parties, the building manager and/or the local police has to be informed about this.
14. The tenant has to make sure that there is no noise disturbance. By infringement everybody will be removed from the apartment without prior warning and without reclaim of costs, without restitution of rental fees or deposit.

3.2. Liability insurance or third party insurance

1. The tenant is requested to underwrite an insurance against damage to third parties such as a liability insurance (such as a private liability insurance or family insurance).

3.3. Liability of the owner

1. The description of the apartment is given in good faith, based on information of the owner or based on statements made by check-ups by authorized people or the owner himself. All information concerning tourism or sports activities is supplied by third parties and therefore the owner is not responsible for it.
2. The owner is not responsible for inconveniences caused by third parties, the building manager or the local government etc.
3. The owner can not be held responsible for loss, theft, damage or injury of any kind caused to the tenants of the apartment (including the private property of the tenant).
4. The rental price and costs mentioned on the booking confirmation are applicable.

5. The owner can not be held responsible for any damage caused by forces of nature, natural disasters, nuclear disasters, attacks or assaults, strikes, acts of violence, air vehicles or parts thereof.
 6. The owner is not residing in the resort. The tenant finds the telephone number of the owner and/or the eventual building manager in the booking confirmation mail. If necessary, or if it pleases him, the tenant can contact the owner or the building manager on one of those numbers.
 7. All the sound- imagery- and household equipment is provided with reservation of proper functioning.
 8. If the tenant departs earlier than planned, there is no restitution of the rental or any other payment.
2. Glass ware and crockery needs to be taken to the glass container and/or the container park by the tenant

4. Keys

1. The tenant will receive the necessary guidelines to collect the keys by mail after he paid the rental (deposit inclusive) in full according to what is stipulated in the present agreement. The return guidelines for the keys and the check-list (according to article 10) will also be explained in the mail. In case the keys get lost and/or are not returned according to the guidelines, the owner is entitled to retain the full deposit.

5. Maximum number of people

1. On the website www.eulaers.com, www.leshautsbois.com or www.airbnb.com the owner states the maximum number of people allowed to reside in the apartment. The amount of people in the apartment may in no way exceed this number. In case this number is exceeded, the rental agreement is considered to be annulled by law and access to the apartment is denied without the right to claim back any rent.
2. If there are more people staying in the apartment, beyond the knowledge of the owner, this results in an immediate legal claim of 25 % of the total rental price per extra person, which will then be subtracted from the deposit.

6. The end of your stay – final cleaning

6.1. The end of your stay

1. The apartment you rented has to be left in good order, clean and tidy at the end of your stay. This means that:
 - a) the apartment is tidied up and everything has been put back in it's original position;
 - b) the garbage cans have been emptied;
 - c) the kitchen counter has been tidied up and cleaned and the clean dishes are back in the cupboard;
 - d) the floors have been swept;
 - e) some WC cleaning product has been added to the toilet and at least 2 toilet rolls have been left behind;
 - f) the fridge is completely empty (including sealed food parcels);
 - g) 1 full bottle of water has been left behind for the new tenant.
2. If the tenant does not comply with this obligation, the owner has the right to charge extra costs (e.g. cleaning) at a flat-rate of € 150,00,- which will be deducted from the deposit.

6.2. Leaving the apartment

1. When leaving the apartment, the tenant makes sure that all the windows and doors have been closed and that the central heating has been switched off. If the tenant does not comply with this request, the owner has the right to charge an extra flat-rate of € 75,00,- which will also be deducted from the deposit.

7. Sorting garbage

1. The tenant has to sort the garbage. If the garbage is not sorted, it will not be taken away by the collecting services and a fine might be imposed, which will be charged to the tenant.

8. Linen – extra charges

1. Unless agreed differently beforehand, the tenant has to bring his own linen. If the beds are slept in without any sheets, the costs for cleaning the bed linen could be charged. By the use of a sleeping bag, a bottom sheet and a pillow case are compulsory.
2. The use of water, electricity and the residence tax are already included in the rental price.

9. Arrival and departure

1. Time of arrival: the apartment is available from 17:00 at the day of arrival.
2. Time of departure: 10:00 am (morning), the day of departure.
3. Arrival and departure times have to be respected. If a tenant exceeds the departure time, a consecutive rental period could be charged as well as the claims of the next tenants could be recovered.

10. Deposit – Checklist

1. The tenant pays a deposit. An amount will be deducted from this deposit if the tenants, co-tenants or eventual visitors have caused any damage to the apartment, the ski locker, the inventory, the keys, the surroundings or to a third party.
2. There are some valuable goods and objects in the apartment. The deposit paid by the tenant serves to reimburse potential damage and/or destruction of those goods and objects.
3. The tenant has to fill out the checklist immediately upon arrival in order to determine whether the previous tenant left the apartment clean and tidy as well as to check if there was any damage and/or loss of goods. Complaints regarding the checklist and present damage, destructions and/or losses will be accepted if reported within 12 hours upon arrival in the apartment. This notification should be made by e-mail to the owner.
4. When departing the tenant has to go over the checklist again in order to indicate eventual damages, losses or breakages.
5. If the apartment is left in good order, clean and tidy, and there are no damages, losses or breakages identified, and the keys are returned correct and on time, than the deposit will be transferred to your bank account within 3 weeks after you left the apartment at the latest.
6. Costs as a result of any damage, loss or breakage will be deducted from the deposit. If the damage exceeds the value of the deposit, than the tenant has to transfer the additional costs to the owner's bank account within a term of one week after the tenant has been notified by the owner.
7. The tenant is obliged to notify all accidents and/or damages to the owner immediately and voluntarily.

11. Applicable law – jurisdiction

1. The Belgian law is applicable to this entire agreement. All disputes concerning this agreement, will be handled by the Court of Antwerp under the territorial jurisdiction of Antwerp, Belgium.

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