

## RENTAL CONDITIONS

### VILLA DAKOTA

Version : 14/04/2026

Address : Rue Des Renoncles 17,  
6940 Barvaux-sur-Ourthe

Website : villadakota.be

Owner : Aurcelimmo



## Definitions

### Art. 1 — Definitions

- 1.1. **Accommodation:** the holiday home rented under the trade name **Villa Dakota** (hereinafter "the Accommodation").
- 1.2. **Stay:** period between the contractual time of arrival and the contractual time of departure.
- 1.3. **Tenant:** the person who books and contracts; he/she is responsible for the payment and compliance with these Terms by the Occupants and visitors.
- 1.4. **Landlord / Operator :** the owner of Villa Dakota
- 1.5. **Occupants:** all persons spending time in the Accommodation during the Stay.
- 1.6. **Deposit:** sum paid as security for obligations (damages, breaches, additional costs).
- 1.7. **Welcome booklet:** document made available in the accommodation describing instructions for use, technical instructions and inventory.

## Purpose and nature of the rental

### Art. 2 — Purpose

- 2.1. The Landlord grants the Tenant the rental of the Accommodation for tourist/leisure purposes, with the equipment described in the inventory.
- 2.2. The rental does not constitute a lease of a main residence. No domiciliation is allowed in the Accommodation.
- 2.3. The duration of the tourist rental may not exceed three (3) months continuously.
- 2.4. The Accommodation must be occupied by the Tenant and his/her guests (no occupation by undeclared third parties). It is forbidden to sublet, assign or make available to third parties without written consent.

### Art. 3 – Capacity and composition of the group

- 3.1. Maximum capacity: **12 people** (ideally 6 adults and 6 children)
- 3.2. The Tenant communicates before arrival: number of Occupants, identity of the group leader, and any information required for the performance of the contract.
- 3.3. Unless agreed in writing, it is forbidden: to set up tents, caravans, motorhomes

## Booking, contract and prices

### **Art. 4 – Reservation and acceptance**

- 4.1. The booking becomes binding after (i) acceptance of these Terms, and (ii) receipt of the deposit (or the full amount if applicable).
- 4.2. The Tenant is responsible for full payment and compliance with the Terms by all Occupants and visitors.
- 4.3. Accommodation is intended primarily for 1 to 3 families. Non-family groups: acceptance possible with prior written agreement and, if necessary, adaptation of the deposit.
- 4.4. The Tenant bears any administrative fines or noise/public order related interventions caused by his group.

### **Art. 5 — Prices, charges and charges**

- 5.1. The rental price is as agreed at the time of booking (period, weekend/midweek/week package, options).
- 5.2. Unless otherwise stipulated, a cleaning/consumption package is added to the rental price (amount communicated before booking confirmation).
- 5.3. This lump sum does not exempt the obligation to stick to the internal regulations (dishwashing, waste...).
- 5.4. Local tax / fees (stay/tourism): A contribution of €1 per day per person is requested as a partial repercussion of local charges.
- 5.5. Exceedances, damage, breakage, theft and additional costs related to a breach may be invoiced in accordance with Article 11.
- 5.6. The rental price does not include the cost of meals, drinks, is never included in the rental price. The same applies to household linen (sheets, pillows and duvet covers, bath towels), soaps, shampoo, etc.

## Payment

### **Art. 6 – Payment schedule**

- 6.1. Deposit: 30% upon booking, not compensable with the deposit. This amount must be received by "Villa Dakota" within 5 days of the booking to validate the booking.
- 6.2. Balance: no later than 4 weeks before arrival.
- 6.3. Late booking (less than 4 weeks before arrival): 100% of the price due at the time of booking.
- 6.4. All payments are made by the means indicated by the Lessor (bank transfer, etc.). Bank charges are borne by the Tenant.
- 6.5. The prices of the "Villa Dakota" are expressed in EURO

### **Art. 7 — Failure to pay**

- 7.1. In the event of non-payment on the due date, the tenant will lose its payments and will be liable for the amounts not yet paid.
- 7.2. If the tenant fails to rectify the situation within a reasonable period of time, the owner may terminate the reservation in accordance with Article 12 (cancellation by the Tenant), without prejudice to the right to claim compensation for the damage actually suffered.

## Deposit, inventory, deductions

### **Art. 8 – Amount and payment of the deposit**

- 8.1. The deposit is set at €600 (unless otherwise stated at the time of booking).

8.2. The deposit must be paid no later than 7 days before arrival (or immediately for a later booking), conditioning the delivery of the keys/badge.

8.3. Failure to pay the deposit may result in denial of access until the deposit is received. If the Stay becomes impossible due to non-payment, the situation is treated as a late cancellation by the Tenant (Article 12), unless otherwise agreed in writing.

#### **Art. 9 – Inventory and stock of the situation**

9.1. An inventory/condition of the furniture and equipment is deemed to be in conformity at the time of arrival, unless reported to the Lessor within 24 hours of arrival (photos recommended).

9.2. The tenant undertakes to report any damage, breakage or malfunction immediately.

#### **Art. 10 – Equipment, devices, etc.**

10.1 All information concerning equipment, devices, etc made available to the tenant are included in the welcome folder present in the house or on the "Villa Dakota" website. They are provided in good faith, on the basis of information from the landlord or following on-the-spot checks.

10.2 If a material change occurs between the time of booking and the start of the rental period, "Villa Dakota" will inform the Tenant.

10.3 If, despite everything, the information about the holiday home, the furnishings, the furniture, the maximum number of occupants or the relevant facilities is found to be incorrect or defective, the tenant must inform the landlord immediately so that they can restore it as soon as possible.

10.4 All information and links regarding tourism and sports activities are provided for information purposes only and are not the responsibility of "Villa Dakota".

10.5 If a defect occurs during the rental period, "Villa Dakota" will make every effort to repair the defect. The tenant can never claim any compensation for this.

#### **Art. 11 – Withholding and return of the deposit**

11.1. The deposit guarantees in particular: damage, breakage, loss (keys/badges), additional cleaning, repair costs, consumption or prohibited use.

11.2. The deductions must correspond to:

- a) actual justified costs (invoice/estimate) or
- b) a reasonable lump sum compensation corresponding to a typical additional cost (see Article 18), without prejudice to an adjustment if the actual costs are clearly higher or lower.

11.3. The deposit is returned within 14 days of departure, minus any monies due. In the event of a deduction, the Lessor shall provide a statement and, if possible, supporting documents.

## **Cancellation, modification, force majeure**

#### **Art. 12 – Cancellation by the Tenant**

12.1. Any cancellation must be notified in writing (email with registered acknowledgement of receipt).

12.2. Cancellation indemnities (on the rental price):

- a) if the cancellation is made more than 6 weeks before, the deposit is refunded after deduction of an administrative fee of €75
- b) between 6 and 4 weeks: 50%;
- c) less than 4 weeks: 100%.

If the remaining amount remains unpaid 6 weeks before the start of the rental period and there is no response within 24 hours, the landlord will cancel the booking and charge the tenant 30% of the rent, i.e. the advance

12.3. The tenant may not invoke a case of force majeure, illness, etc. to cancel and/or obtain a refund of the sums paid. The landlord cannot be held responsible for any disruption, alteration or cancellation of the client's stay if this is the result of unforeseen or insurmountable events beyond its control. It is up to them to take out cancellation insurance if they wish to cover themselves. The landlord can never be held responsible for governmental regulations that impact the booking. The tenant must always adapt to the applicable measures (e.g. adjustment of travel restrictions, etc.). The landlord cannot be held responsible for any inconvenience caused by the work of third parties, such as neighbors, municipality, province, etc

12.4 If, due to unforeseen circumstances (force majeure), the landlord has to postpone or cancel a rental agreement, the Tenant will be informed immediately. In principle, a booking for which an advance has already been paid cannot be rescheduled. The landlord will offer the tenant similar periods within 12 months of the initial booking date. If there is no availability of Villa Dakota for more than 12 months, a cancellation will ensue and refunds will be made.

12.5 If the tenant wishes to postpone their booking more than 4 weeks before the start of the rental period and if an advance or the balance has already been paid, the landlord will charge 150 euros to postpone the booking.

12.6. If the tenant does not use the holiday home or does not leave it before the end of the rental period, no refund will be made.

#### **Art. 13 — Cancellation by the Landowner**

13.1. In the event of cancellation by the Landowner except for force majeure, the sums received are reimbursed in full.

13.2. The Landlord may propose a postponement or a rehousing solution of a comparable level; the Tenant remains free to accept or demand the refund.

#### **Art. 14 – Force majeure / impossibility**

14.1. In the event of force majeure making it impossible to perform the contract, the parties will seek a postponement as a matter of priority.

14.2. In the absence of an agreement, the sums are settled according to the contractual balance and the applicable mandatory rules (reimbursement of services not provided, deduction of justified irreversible costs if applicable).

### Arrival, departure, keys

#### **Art. 15 — Check-in**

15.1. The arrival time is agreed with the Landlord from 4 p.m.

#### **Art. 16 — Check-out**

16.1. Check-out is no later than 10:00 a.m. (unless otherwise agreed in writing).

16.2. The tenant hands over all keys/badges/remote controls and reports any incident.

### House rules

#### **Art. 17 – Peaceful use, neighbourhood, tranquillity**

- 17.1. Parties, nuisances and behaviour disturbing the neighbourhood are prohibited.
- 17.2. Silence and respect for the neighborhood between 10:00 p.m. and 8:00 a.m.
- 17.3. The Landlord may terminate the Stay in the event of a serious violation (disturbance, damage, unauthorized occupation), after warning if the situation allows it, without prejudice to compensation for the damage actually suffered.
- 17.4. The use of equipment, appliances and the like is presented in the welcome book. The recommendations contained therein are requested to be respected.

**Art. 18 — Cleanliness, dishes, BBQ, garbage (additional cost)**

**18.1. At the end of the Stay, the Tenant returns the Accommodation in a "tidy and normally clean" state: dishes treated, kitchen put in order, waste disposed of according to the planned sorting...**

**18.2. Sorting and waste: the Tenant complies with local instructions (key access to the waste container).**

**18.3. In the event of a failure to comply resulting in an additional cost, additional fees may be applied (indicative list hereunder):**

- a) Uncleaned BBQ/plancha: flat rate €50;
- b) dishes not stored / dishwasher not emptied: flat rate €20;
- c) Indoor crockery: flat rate €50
- d) untaken bins: flat rate €20;
- e) Dirty bathroom: €50 per bathroom
- f) Dirty stove: €25
- g) Dirty refrigerator: €25
- h) Jacuzzi sale : 100 €
- i) Waste left in the garden, around the house...: 75 €
- j) Uncleaned dog poop: €100
- k) Lost key: €150 per lock to be replaced
- l) The modified jacuzzi program: 50 €
- m) The programming of the modified NEST thermostat: €50
- n) Significant additional cleaning (abnormal soiling): €100 to 200 according to additional cleaning
- o) Unannounced late departure: €30 per hour of delay (reminder: departure at 10am)

**18.4. These costs are in the nature of a lump sum compensation (indemnity clause) corresponding to an additional cost of cleaning/repair.**

**Art. 19 — Linen**

- 19.1 Pillows and duvets are provided for each bed. The mattresses are covered with a protective cover. Tenants bring their own sheets, duvet covers and pillowcases.
- 19.2. If you sleep in a sleeping bag, a fitted sheet and pillowcase are required.
- 19.3. Bed and bathroom linen is not included in the rental but can be provided by an external provider. You will receive more information about this in your booking message. To benefit from it, you must inform us at least 1 week before your arrival.
- 19.4. We regularly wash duvets and mattress and pillow protectors. If someone has accidentally soiled them, please let us know so we can replace them as soon as possible.

**Art. 20 — Tobacco**

- 20.1. Smoking is **strictly forbidden** inside the Accommodation.

20.2. If tobacco is tolerated outdoors: cigarette butts exclusively in an ashtray, doors/windows closed, no cigarette butts on the floor.

20.3. Any lingering odor, burning, or additional cleaning may be charged.

#### **Art. 21 — Animals**

21.1. Animals are **not allowed unless agreed in advance in writing**.

21.2. Unless otherwise specified, the maximum tolerance is two (2) animals on request, subject to conditions (cleanliness, no climbing on beds/seats, collection of droppings, supervision).

21.3. Any additional damage, soiling or cleaning related to animals is chargeable.

21.4. Any animal that is not allowed may result in termination for serious breach (art. 34).

21.5 Animals must remain under the supervision of their owners and may not be left alone in the home or garden under any circumstances. It is forbidden to let the dog bark repeatedly or disturb the tranquility of the premises.

21.6. Animals must be clean and dried before entering the accommodation.

21.7. They are prohibited from entering the swimming pool, jacuzzi and their immediate surroundings.

21.8. Any damage caused by a tenant animal (scratches, encrusted hair, stains, odours, deteriorated objects) will be re-invoiced to the tenant.

#### **Art. 22 – Facilities, internet, TV, computer security**

22.1. Internet/TV: use "with due diligence", without handling boxes, routers, wiring, passwords.

22.2. The Linksys Velop router (located at the bottom of the TV room) should never be turned off.

22.3. It is forbidden: hacking, modifying settings, illegal downloads, dissemination of content contrary to the law.

22.4. Any technical intervention made necessary by prohibited use may be invoiced, in particular a management fee of **€250** in the event of fraudulent access to systems/settings, without prejudice to actual costs.

#### **Art. 23 – Keys, badges, access**

23.1. Any loss of key/badge/remote control must be reported immediately.

23.2. Costs in case of loss: replacement/reprogramming and, if necessary, cylinder/lock replacement. An indicative flat rate of **€150 per lock** can be applied, increased by the actual costs if the situation requires it.

23.3. It is advisable to lock the villa when going out, even for a short time.

23.4. The consequences resulting from a burglary that is a direct result of negligence on the part of the tenant will be recovered from the tenant

#### **Art. 24 – Electricity, vehicle charging, fire risks**

24.1. It is forbidden to charge electric/hybrid vehicles via the Accommodation's network.

24.2. Any prohibited charging entails:

a) payment of consumption and,

b) a management/control flat rate of **€150**, unless a lower amount is more reasonable or the actual justified costs are higher.

24.3. Fire/fire risk: candles and open flames indoors are prohibited; The use of a BBQ is only allowed in the space provided and according to safety instructions.

24.4. Do not leave glowing ash outside the barbecue. Throw them in the ash bucket (metal and beige next to the barbecue) that is present for this purpose.

24.5. Smoke detectors have been installed in some rooms and in all rooms. Disabling or removing these smoke alarms is an offence that can endanger you, your guests and future customers. If a smoke alarm does not seem to be working, please contact us immediately.

24.6. A fire blanket is provided in the kitchen.

24.7. Each floor and the terrace are equipped with fire extinguishers

#### **Art. 25 — Toilets and pipes**

25.1. It is forbidden to throw tampons, wipes, towels, grease, etc. in the toilet.

25.2. Any unclogging attributable to non-compliance is billable.

#### **Art. 26 — Garden, outdoor furniture, parking**

26.1. The Tenant respects the garden and the furniture; The "private" areas marked are not accessible.

26.2. Outdoor furniture (cushions, accessories) is put back in a safe place if weather conditions require it.

26.3. Parking: only in authorized places.

#### **Art. 27 — Environment**

27.1. The villa is located in a nature domain. Therefore, the tenant is asked to respect the environment and more particularly not to leave rubbish or empty bottles around the house. A waste container is provided for this purpose.

27.2. In the interest of respect for the environment, we thank you for using water in moderation and avoiding any waste during your stay, in particular to turn off the water tap outside

27.3. The villa is separated by a piece of forest from the golf courses. An imaginary line runs halfway between this forest, separating the villa grounds and the golf course. This part of the forest is accessible to the tenant. But, it is strictly forbidden to enter on or around the golf courses especially for your own safety.

27.4. It is forbidden to build huts, cut trees, light campfires, etc. in golf domain.

#### **Art. 28 — Swimming pool / wellness**

28.1. Any water installation (swimming pool, jacuzzi) is used at the risk of the users, under the supervision of adults responsible for children.

28.2. It is forbidden to reprogram the jacuzzi. The temperature also cannot be adjusted. You can only turn the jets, the air blower and the lighting on or off. After using the hot tub, always turn off all jets, air blower and lights and always put the lid back on and click on it.

28.3. Safety & vigilance:

1. It is forbidden to run, jump or push in or around the jacuzzi-swimming pool area.
2. It is strictly forbidden to leave children or fragile people (the elderly, pregnant women, people with heart or balance problems, etc.) unattended.
3. Anyone using these facilities does so under their own responsibility.

28.4. Hygiene & Behaviour

1. We change the jacuzzi water for each new customer. Please note that heating the water (over 1000 liters) may take a few hours to reach the optimal temperature.
2. A shower is mandatory before access to the jacuzzi.
3. The use of creams, oils or cosmetic products is prohibited in the equipment.
4. It is forbidden to eat, smoke or consume alcohol in the jacuzzi-swimming pool area.

28.5. Accident prevention

1. As the area can be wet, the ground is potentially slippery: absolute caution.
2. Use is not recommended for people with medical conditions without prior advice from their doctor.
3. Any safety (lid, valve, lock) must be put back in place after use.

#### 28.6. Duration & good use

1. The use of the jacuzzi must be done with due diligence, i.e. for a reasonable period of time, without continuous operation and avoiding any abusive or excessive use.
2. The user must ensure that the systems are switched off correctly after use.

#### 28.7. Liability

1. The user undertakes to use this equipment with care and to report any damage or malfunction.
2. The owner accepts no responsibility for any accident, injury or use not in accordance with these rules.

28.8. On the Golf De Durbuy estate, you have access to the outdoor swimming pool from mid-June to mid-September. Access to the pool is by badge that you will receive in the villa. "Villa Dakota" can never be held responsible for the availability or not of the swimming pool as it is managed by Golf De Durbuy.

28.9. Any damage or intervention made necessary by a non-compliance is billable.

### **Art. 29 – Playground**

29.1. The use of the playground is at your own risk. So, you need to make sure that it is well secured.

29.2. A maximum of 3 children may be admitted at the same time on the playground and a maximum of 1 child on the large round swing. The maximum age per child is 10 years old.

29.3. Children playing in the garden must remain under the supervision and responsibility of an adult

### **Art. 30 --Departure instructions**

30.1. Respect the departure time as sometimes we have to clean the same day to receive new customers; So make arrangements for key handover on time please. In case of delay, we will charge additional fees.

30.2. Tidy up and restore the house to its original condition. Put the furniture back in its original place

1. Pots, dishes and cutlery should be washed and put back in their place.
2. Turn off all electrical/electronic devices (except WiFi) and replace remote controls.
3. Jacuzzi / spa after each use:
  - o Disable jets and airblower
  - o Turn off the light and put the blanket back over the hot tub
4. Barbecue:
  - o Clean the grates and fire basket thoroughly after use
  - o Clean the mat on which the barbecue is placed
1. All waste must be collected in bags and deposited in the container that you will find in front of the villa according to received instructions
2. Close windows and doors.
3. Leave all interior doors open for ventilation.
4. Turn off all lights indoors and outdoors.
5. Turn the central heating thermostat down to 18°C when you leave

## Liability, Insurance, Claims

### **Art. 31 – Liability and personal effects**

31.1. The tenant is responsible for his/her personal belongings and those of the Occupants (luggage, vehicles).

31.2. The landlord is not liable for loss/theft when these result from negligence on the part of the Occupants (doors/accesses left open).

31.3. Nothing shall have the effect of excluding liability in cases where it is prohibited by law (in particular in the case of injury to physical integrity).

### **Art. 32 – Insurance**

32.1. The Tenant is invited to have a personal liability insurance (family liability) covering the damage caused during the Stay, as well as a cancellation insurance if he wishes.

### **Art. 33 – Complaints and assistance**

33.1. Any difficulty must be reported to the landowner **as soon as possible** in order to allow an intervention.

33.2. Reporting deadlines may not have the effect of depriving the Tenant of his or her legal rights.

## Termination/Early Departure

### **Art. 34 – Termination and Early Departure**

34.1. In the event of a serious breach (noise disturbance, exceeding the permitted capacity, damage, prohibited subletting, etc.), the landlord may terminate the contract immediately, without compensation to the tenant and retaining the full amount of the stay.

## Personal data (GDPR)

### **Art. 35 – Personal data and communications**

35.1. The data collected (identity, contact details, stay information) is processed to manage the booking, reception, invoicing, deposit and contract performance.

35.2. The Tenant receives, at the time of collection, the required GDPR information (purposes, legal basis, retention period, recipients, rights, contact).

## Applicable law and disputes

### **Art. 36 – Applicable law and jurisdiction**

36.1. The contract is governed by Belgian law, subject to the mandatory rules applicable to the consumer (if applicable).

36.2. In the event of a dispute, the parties seek a prior amicable solution. Otherwise, jurisdiction is determined by the applicable mandatory rules.