# BED & BREAKFAST en Vakantiewoning "De Woestijn" Woestijnstraat 4 - 1760 Roosdaal

A warm welcome to Bed & Breakfast en Vakantiewoning De Woestijn.

Bed & Breakfast en Vakantiewoning De Woestijn is the property of and operated by:

Ilse Dewaelheyns (here after, "we", "us")

Woestijnstraat 4, 1760 Roosdaal

GSM: 0476/40 41 29

Website: <a href="https://www.bnbdewoestijn.be">https://www.bnbdewoestijn.be</a>

BE0663.854.835

info@bnbdewoestijn.be

# **Booking conditions**

These booking conditions apply in full to every booking of a holiday home or B&B room at De Woestijn, unless expressly agreed otherwise in writing.

By making a booking, you expressly agree to these terms and conditions and declare that you are at least 18 years of age and have a permanent place of residence or domicile. We request that you read these terms and conditions and the accommodation terms and conditions carefully before making a booking and that you inform any guests of the accommodation terms and conditions before their stay. You undertake to ensure that all your guests at De Woestijn strictly comply with these rules.

Bookings for professional purposes (non-consumers) are requested to contact the owner to agree on the booking conditions.

### A. Making a booking

You can submit a request to stay in a room at the B&B and/or the holiday home by completing the booking process on the website https://www.bnbdewoestijn.be, sending an email to info@bnbdewoestijn.be or using the contact function on the Facebook page. Requests made by telephone are for information purposes only and must be confirmed afterwards via the website, Facebook or by email.

When making the booking, you must provide the correct number of guests (including babies under 3 years of age), which can be adjusted at the latest on the day of arrival.

By submitting a request via the website https://www.bnbdewoestijn.be and successfully completing the associated booking and payment process, the booking is made and the agreement is concluded under these terms and conditions (\*).

If a request is submitted via email or via the Facebook page, the agreement will only be concluded after we have expressly accepted it in writing. A request submitted via email or via the Facebook page can only be processed by us if it contains all relevant booking information and is made under these terms and conditions.

Making a booking in this way is binding and entails payment obligations under these terms and conditions.

We always have the right to demand security for the payment without suspending the agreement until the security has been provided.

(\*) In the case of a request via the website for the holiday home, the agreement will exceptionally only be concluded subject to receipt of payment of the rental deposit.

## B. Booking confirmation

Each booking is confirmed to us by means of a booking confirmation by email.

This booking confirmation contains all relevant information for your stay in the booked accommodation, as well as a copy of these terms and conditions.

You are responsible for verifying the accuracy and completeness of the information in this booking confirmation upon receipt and for reporting any omissions or inaccuracies to us immediately. If you fail to do so, you cannot hold us liable for any errors in your booking.

### C. Payment for the booking

The current rates (including VAT) can be found on our website: https://www.bnbdewoestijn.be and can also be requested by telephone or email.

For the B&B

In the case of a booking via the website, payment for the accommodation costs must be made during the reservation process via the payment module.

No deposit is required when booking a room in the B&B.

In the case of a booking made by any other means (i.e. not via the website):

- up to 5 days before the planned check-in, payment for the accommodation costs must be made immediately by bank transfer;
- 5 days or less before the planned check-in, payment for the accommodation costs must be made in cash at check-in.

Payment by bank transfer must be made to account number IBAN BE02 0017 9620 1540, stating the name and date of the stay or, if applicable, the reservation number provided by the owner. For payments made by bank transfer, the date of payment is the date on which the rental amount is credited to our bank account. Upon request, you will provide us with proof of payment.

Any additional accommodation costs (e.g. drinks, extra breakfast, picnic, etc.) must be paid in cash upon departure.

### For the holiday home

In the case of a booking via the website, payment for the accommodation costs must be made during the reservation process via the payment module, and payment of the deposit and cleaning costs must be arranged by bank transfer.

When booking the holiday home, a deposit of EUR 400 is payable. The cleaning costs are €125 per booking (minimum 2 nights).

In the case of a booking made in any other way (i.e. not via the website):

- up to 30 days before the start of the rental period, you must:
- o immediately pay a deposit/advance payment of at least 30% of the total rental price by bank transfer;
- o pay the remainder of the total rental price plus cleaning costs and the deposit by bank transfer no later than the 30th day before the start of the rental period;
- 30 days or less before the start of the rental period, payment for the total rental price, the deposit and the cleaning costs must be made immediately by bank transfer.

Payment by bank transfer must be made to account number IBAN BE02 0017 9620 1540, stating the name and date of the stay or, where applicable, the reservation number provided by the owner. In the case of payment by bank transfer, the date of payment is the date on which the rental amount is credited to our bank account. When paying by bank transfer, the date of payment is the date on which the rental amount is credited to our bank account. Upon request, you will provide us with proof of payment.

Any additional accommodation costs (e.g. drinks, extra breakfast, picnic, etc.) must be paid in cash upon departure.

A cleaning fee of €125 will be charged for holiday home De Schuur and €75 for holiday home Den Ast per booking (minimum 2 nights). This corresponds to a fee for the number of hours required for normal cleaning: i.e. the rented holiday home must always be left tidy at the end of your stay.

This means: tidying up the house and putting everything back in its place, emptying the bins, tidying up the kitchen and putting the clean dishes in the cupboard, emptying and cleaning any household appliances used, collecting bath towels downstairs in linen bags and leaving the holiday home tidy (swept clean) (see also terms and conditions of stay). If the property and/or garden are in such a state that the scheduled cleaning hours are not sufficient, the owner has the right to charge additional cleaning hours at a rate of 50 euro/hour.

#### D. Late payment of the booking

In the event of total or partial non-payment or late payment of any costs to us, you will owe us - by operation of law and without prior notice of default - default interest at a rate of 1% per month from the due date, as well as a fixed amount of 15% of the invoice amount (with a minimum of EUR 100) to cover our administrative costs, without prejudice to our right to claim additional compensation and to terminate the agreement extrajudicially without costs.

This provision also applies in favour of the tenant if we fail to refund the rent to you in the event of free cancellation under these general terms and conditions.

In any case, we are entitled to suspend access to and use of the B&B and/or holiday home until the total amount due has been paid.

Any dispute regarding an invoice must be notified within 8 calendar days of receipt of the invoice and does not entitle you to withhold payment of any undisputed amount.

## E. Cancellation of the booking

Unless expressly stated otherwise in this article, you are not entitled to unilaterally cancel your booking. If, nevertheless, you are unable to make use of the booking you have made, you must notify us of this in writing (by e-mail) as soon as possible so that we can offer the vacated reservation to third parties in order to limit any damage.

You do not have a statutory right of withdrawal.

Subject to your full compliance with these terms and conditions (including the timely payment of all costs due), we exceptionally grant you the right to unilaterally cancel your booking under the conditions described below:

### For the holiday home

You can unilaterally cancel a booking for the holiday home under the conditions set out below and by email:

- Within 48 hours of making the reservation and for bookings made at least 30 days before the start of your stay: no cancellation fees.
- Up to the 30th day before the start of your stay, the cancellation fee is the deposit (=30%) of the rental price.
- From the 30th day before the start of your stay, the cancellation fee is 100% of the rental price.

#### For the B&B

You can only cancel a room booking at the B&B under the conditions set out below and by email:

- Within 48 hours of booking and for bookings made at least 14 days before the start of your stay: free of charge.
- In all other cases, the cancellation fee is 100% of the rental price.

The foregoing does not, of course, affect your right to take out cancellation insurance with an insurance company of your choice.

Cancellation due to Covid-19 (applicable to all reservations made after 14/03/2020)

- If the government decides that B&Bs and holiday homes must be closed or prohibits travel within or outside Belgium at the time of check-in, the stay can be rescheduled free of charge within the available periods (up to 1 year after the booking date) and for an equal value, or there will be a 100% refund of what has already been paid by the guest.
- If the government decides that B&Bs and holiday homes must be closed or prohibits travel within or outside Belgium at the time of check-in, the stay can be rescheduled free of charge within the available periods (up to 1 year after the booking date) and for an equal value, or there will be a 100% refund of what has already been paid by the guest.
- If the government imposes rules that mean a stay is no longer permitted for the travel group at the time of check-in, the stay can be rescheduled free of charge within the available periods (up to 1 year after the booking date) and for an equal value, or there will be a 100% refund of what has already been paid by the guest.

- Please note: if a booking is made that contravenes the measures in force at that time, these cannot be invoked to cancel the booking!
- If the stay has to be cancelled due to Covid-19 infection or quarantine, this is not covered by these special circumstances and the normal terms and conditions apply (see above). The traveller can, however, take out travel cancellation insurance to cover this.

If the cancellation is for other reasons, the normal cancellation conditions apply (see above).

### F. Subletting

Subletting is not permitted under any circumstances.

## G. Liability

The (main) booker is liable for damage caused by him/her, by co-tenants or by any visitors, even if this is discovered after his/her departure.

The tenant is requested to be insured for damage to third parties, such as liability insurance (family insurance).

The tenant is advised to insure his/her legal liability in the event of a fire caused by him/her in the B&B and holiday home concerned. Please check this with your insurance agent.

## Terms and conditions of stay

These terms and conditions of stay apply in full to every stay in the holiday home or B&B room at De Woestijn, unless expressly agreed otherwise in writing.

These terms and conditions of stay may be supplemented, where applicable, by house rules that can be consulted during your stay and/or are displayed elsewhere.

If you do not agree to these terms and conditions, you are not entitled to stay at De Woestijn. You are only entitled to stay at De Woestijn on the basis of the agreement between us and the (main) booker.

In the event of a serious violation and/or repeated minor violations of these terms and conditions, and/or upon termination of our agreement with the (main) booker, we are entitled to terminate your stay at De Woestijn immediately without further notice and without giving reasons and without refunding accommodation costs, without prejudice to our right to claim compensation.

### 1. Your stay

**General.** During your stay, we ask every guest to behave in a responsible manner and to treat the property with the necessary care.

**Condition of the accommodation**. The operator offers the accommodation in good condition and the customer accepts the accommodation as it is, in good condition in terms of maintenance, safety, hygiene and habitability and in accordance with the applicable laws, royal decrees and decrees. Complaints regarding the inventory and existing damage will be accepted up to 6 hours after your arrival. These must be reported to the owner.

**Destination**. B&B holiday home De Woestijn is exclusively intended for guest accommodation and for private short-term stays, whereby the user may never establish their domicile there and may never make this accommodation their main place of residence. A change of destination is not permitted.

**Check-in time** The holiday home/B&B is available from 4 p.m. on the day of arrival. If your arrival time differs from 4 p.m., please notify us in good time.

**Check-out time**. The holiday home/B&B must be vacated on the last day of the stay by 10 a.m. on weekdays and by 11 a.m. on Sundays. An extended stay or later check-out may be possible subject to availability and with the prior express consent of the owner. No refund will be given in the event of early departure.

**Breakfast.** Breakfast is included in the price of the B&B overnight stay and is served on weekdays from 7 a.m. and at weekends from 8 a.m. to 10 a.m. Breakfast is not included in the price of the holiday home: this is only possible by arrangement with the owner, on certain days and according to a specific breakfast formula (breakfast basket).

Additional guests. Even if the accommodation is not fully occupied, no additional persons are welcome, except in very exceptional cases and with the prior consent of the owner. Additional persons staying without the landlord's knowledge are not permitted. It is not permitted to grant other visitors access to the building if they have not been paid for and therefore booked. Only guests listed on the guest list at the time of booking are permitted. In case of doubt, this will be checked and will always be charged, or access will be immediately denied if exceeded.

**No pets allowed**. Pets are not allowed in the accommodation or at/in the swimming pool. If it is established that pets are (or have been) present, we are entitled to terminate your stay at De Woestijn immediately without further notice and without giving reasons and without refunding accommodation costs, without prejudice to our right to claim compensation.

Maximum number of persons. Unless otherwise specified in the house rules, a maximum of 10 persons may stay in the De Schuur holiday home and a maximum of 4 persons in the Den Ast holiday home. This number may not be exceeded. In the case of renting a room in the B&B, this maximum number of persons also applies (i.e. a maximum of 4 persons in the Lotus and Cassis rooms and a maximum of 2 persons in the Myrtille room (+ baby cot if applicable)). A child under the age of 3, for example, is not counted as a full person, but must be mentioned in advance. Exceeding the maximum number of persons is not in accordance with the regulations of the Flemish Region regarding fire safety and fire insurance. Compliance with the provisions of this article is considered an essential obligation for the tenant and his guests. Failure to comply with this may result in the immediate termination of the agreement.

**Nuisance.** The rented holiday home or room in the B&B must be treated with the necessary care by the tenant, his co-tenants or his visitors. be occupied with the required care and diligence, taking into account the peace and quiet of the neighbourhood.

- Noise nuisance, particularly between 10 p.m. and 7 a.m. and all day on Sundays, must be prevented. Radios, televisions and other sources of noise must not cause a nuisance to others. Residents must ensure that they do not cause noise or other nuisance to neighbours
- The furniture may not be moved. Deep fryers, gourmet sets, fondue sets, (indoor) pizza ovens/pans, teppanyaki sets, etc. are prohibited in and around the property.
- It is forbidden to use the holiday home and B&B to organise parties, celebrations (or stag/hen parties).

Compliance with the provisions of this article is considered an essential obligation for the tenant and his guests. Failure to comply with this may result in the immediate termination of the agreement.

**Shoes.** There is underfloor heating throughout for warm feet. Shoes must be removed when entering the holiday home. Slippers or slipper socks must be worn in the holiday home. To do our bit for the environment, we ask you to bring your own slippers. Walking shoes must be left at reception after your walk to keep the accommodation clean.

**Smoking**. Smoking is strictly prohibited throughout the property and in the vicinity of the swimming pool. If the fire brigade is called out because the fire alarm has been triggered by smoking, the costs will be charged to the tenant. Smoking is only permitted on the terrace. Please dispose of cigarette butts in the ashtray provided outside. Do not dispose of cigarette butts in the grass or on the grounds.

Access. The accommodation is accessible 24 hours a day during your stay using a unique code that will be assigned to you at the start of your stay. This code must be kept strictly personal and may not be shared with third parties under any circumstances. Any access to the accommodation using this unique code is your sole responsibility. If you are renting a room from the B&B, the code for the outside door is the same as your assigned room number. Each room has a unique code that changes with each booking for your and our safety.

**Terraces** There is ample space on more than one terrace for guests near the B&B or holiday home, in the back garden or near the swimming pool. Like you, we are very attached to privacy. That is why we respect yours and ask you not to use the terrace at our home. It is for our own use and that of our family.

**Parking.** There is space for 3 to 4 cars in the car park, which is exclusively reserved for guests of the holiday homes and/or B&B rooms and can be used on a first-come, first-served basis.

Vehicles belonging to non-tenants may be removed from the premises.

**Sorting household waste**. Household waste must be sorted.

Vegetable and fruit waste in the compost heap in the garden (next to the car park).

Plastic, metal and drink cartons in the blue PMD bag.

Paper and cardboard separately in the designated paper box.

Glass must be taken to the container yourself. There are glass containers in the centre of Roosdaal (School Triangel) or in Strijtem (near the coach house).

Failure to comply with these rules entitles the operator to charge compensation of €25.00.

**Linen.** When you move into the property, the beds will always be made. You must use the linen provided on the beds and are not permitted to use the beds without sheets. At the end of your stay, the linen must be collected in the downstairs toilet or storage room. The bath linen is for use in the bathroom only, not at the swimming pool. You must also collect the used bath linen downstairs when leaving the property.

**Inspections by the owner.** As the owner, we may enter the B&B and holiday home at any time to inspect the interior installations, heating, maintenance, ventilation, air conditioning, etc., without the tenant's permission, but where possible with prior notice in order to respect your privacy.

**Ecological footprint:** energy consumption for lighting, heating or air conditioning. We assume that you, as a guest, will take your electricity consumption into account: turn off lights when you leave a room, close windows when the air conditioning or heating is on. Air conditioning can only be turned on in an ethically responsible manner on hot summer days. Any consumption above the normal average will be charged. Switch off the air conditioning when you are not in the property (it is sufficiently powerful to quickly lower the temperature when you are in the property).

**Damage and refund of the deposit.** Report any imperfections or existing damage immediately (within 6 hours) at the start of your stay to the landlord, so that you will not be held liable at the end of your stay. Report any damage at the end of your stay, so that the manager can prepare the house for the next guests.

In the event of damage or other accidents, you must report this immediately to the owner and you may be held liable for compensation. Where possible, we will try to find a solution that is acceptable to both parties. In the case of holiday home rentals, any damage will be deducted from the deposit. Damage can be assessed by the owner at any time during your stay and up until after cleaning following your departure.

If the property has to be closed for this reason, we reserve the right to charge compensation of €1000,00 per day on top of the repair costs to compensate for loss of income.

If everything is left in good order and no damage or breakages are found, your deposit will be returned no later than one week after your stay. If the damage exceeds the amount of the deposit, the tenant is obliged to make an additional payment within one week of notification. In the event of a dispute about the amount of the damage, the owner's decision will be binding until a different decision is made by the competent court.

**Swimming pool rules.** The swimming pool is located in the back garden and is shared with the owner's family.

The swimming pool is open from May to October, depending on the weather. The daytime temperature must be sufficiently high and in rainy weather the roller shutter is closed to protect the water quality.

Use of the swimming pool for guests of the B&B and the holiday home is included in the rental price. External guests are not permitted.

Swimming in the pool is entirely at the customer's own risk. The operator is not responsible for accidents of any kind. Children must always be accompanied by an adult in the pool, or at least under adult supervision.

The swimming pool is 1.5 metres deep and is therefore not suitable for people, including children, who cannot swim (well). Diving in the swimming pool is also prohibited.

Customers are required to use at least one bath towel per person at the swimming pool. These can be rented from the operator (price per bath towel) or brought by the customer.

For safety reasons, it is strictly forbidden to use glassware and glass bottles on the terrace around the swimming pool or in the swimming pool. For hygiene reasons, eating is also not allowed in the swimming pool.

The water level is always topped up before your arrival and, if necessary, during your stay. The water must be high enough to allow the roller shutter to open and close. In the event of excessive water consumption (more than 2 top-ups per midweek and 3 per week), a charge of £20 per top-up will be applied.

If you notice any defects in the swimming pool that could jeopardise your safety, or if you have any doubts about the safety of the installation, please report this immediately and do not use the swimming pool. The swimming pool roller shutter is opened and closed exclusively by the operator. It must NEVER be pushed or pulled manually.

Access to the pool house/technical room (without the owner being present) is strictly prohibited.

The customer is obliged to leave the pool area and garden in the same condition as it was at the start of the rental period, with the exception of circumstances resulting from normal use of the facilities. The customer is obliged to shower before using the swimming pool, to rest dry in the relaxation chairs (with cushions), to respect hygiene, to report any damage caused and to compensate for this damage.

Animals are not allowed in or around the swimming pool.

Customers who sign these terms and conditions are jointly and severally liable for all damage and debts arising from this agreement, regardless of whether these arise from their own fault or the fault of third parties for whom they are responsible.

It is forbidden to enter the meadow and walk among the animals without the operator's consent. Please never feed the animals without consultation.

# 2. The end of your stay and final cleaning of the holiday home

The rented holiday home must always be left tidy at the end of your stay.

This means:

• The house must be vacated on time, as agreed, and always as agreed.

If the departure time is not respected, 50 euros per hour or part thereof will be charged. This measure is necessary to prepare the house in time for the next guests.

- A cleaning fee of €125 will be charged for holiday home De Schuur and €75 for holiday home Den Ast per booking (minimum 2 nights), included in the rental price. This corresponds to a fee for the number of hours required for normal cleaning: i.e. the rented holiday home must always be left tidy at the end of your stay.
- The property must be completely tidied up: everything must be put back in its place, used toys must be tidied away, bins must be emptied, the kitchen sink must be cleared, the fridge and freezer must be emptied, the washing up must be done and the clean dishes must be put away in the cupboard, etc. The barbecue must also be left clean (!).
- All bins (large and small) must be emptied, and the bin bags may be placed in the bicycle shed or outside.
- Bed linen must be placed in the linen bins and left in the hallway. Bath linen must be placed separately in a basket.
- Kitchen linen may be left in the sink in the kitchen.
- The holiday home must be left swept clean.

However, if the property and/or garden are in such a condition that the pre-determined cleaning hours are insufficient, the owner has the right to charge for additional cleaning hours at a rate of 35 euros per hour.

Leaving the property. If you leave the property during your stay, please turn off all lights and close the windows, skylights and doors of your room or holiday home (as applicable). On the day of departure, please turn off all lights and close the windows and doors. Together with you, we care for the climate and the environment through manageable energy consumption.

The deposit will be refunded to the tenant within a week after the end of the stay, but only if all these requirements are met:

No damage was caused to the property or its contents

• There was no breach due to illegal activities, pets, subletting or

services ordered during the stay

• The property was tidied up, all rubbish was cleared away and sorted, and all kitchen utensils used were cleaned and tidied away

- No bed linen or towels were damaged or stolen
- There was no early arrival or late check-out
- The tenant was not evicted from the accommodation by the landlord or the police
- If any of these cases do occur, the deposit will be retained to cover the amount of the damage.

If the damage exceeds the amount of the deposit, the tenant is obliged to pay additional compensation.

If everything has been left in good order and no damage has been found, the deposit (as stated in the booking email) will be transferred to the same payment account by bank transfer.

• Complaints regarding existing damage must be made within 6 hours of the tenant's arrival. Complaints must be reported to the landlord.

Any damage caused by the tenant must be reported to the landlord. If the tenant fails to do so and the landlord discovers damage after the tenant has left, the tenant must accept the landlord's assessment of the damage.

If the tenant breaks or damages something, it is advisable to keep the broken items aside for the landlord. This allows the landlord to determine the extent of the damage and prevents discussions and misunderstandings.

However, if the property and/or garden is in such a state that the pre-determined cleaning hours are not sufficient, the owner has the right to charge for additional cleaning hours at a rate of 35 euros/hour. This will be deducted from the deposit.

# **Complaints**

Tourism Flanders, Grasmarkt 61, 1000 Brussels. Tel. 02 504030. Tourism Flanders (www.toerismevlaanderen.be) is the competent authority that has granted us the licence to operate the holiday homes and where further information can be obtained about the regulations governing the operation of a B&B and holiday home and the legal remedies generally available in the event of disputes where you, as a tourist, can lodge a complaint.

## Applicable law and competent court

The booking conditions and conditions of stay are governed by Belgian law.

Without prejudice to your right to lodge a complaint, all disputes relating to this agreement shall be settled by the competent court in Lennik.

## Amendment of the terms and conditions

The owner may amend these terms and conditions at any time without prior notice. You are therefore requested to consult these terms and conditions regularly on this website. The amended rental terms and conditions shall take effect immediately after their amendment.

\* \*

These terms and conditions were last amended on 28 August 2025.

We wish you a pleasant and relaxing stay at Bed & Breakfast and holiday home De Woestijn.

Operator details:

Ilse Dewaelheyns

info@bnbdewoestijn.be

For approval (read and approved),

Name of main booker + signature + date