DMVE S.à r.l. · Relax-Cottage

General Terms and Conditions

A. Contracting parties

The limited liability company governed by Luxembourg law, DMVE S.à.r.L., notably trading under the name of RELAX-COTTAGE, a registered trademark, which was established and is based in L-9999, Wemperhardt, 8, Op der Haart, Luxembourg, entered in the trade and companies' register of Luxembourg under number B179210, with VAT ID number LU26349252 and website www.relax-cottage.com, and which can be contacted at the email address: info@relax-cottage.com.

and

the customer / renter (if applicable see details from the on-line booking form):

Surname : .....

First name(s) : .....

Street, no. : .....

Postcode, location : .....

Country : .....

Tel. / mobile : .....

Email : .....

If the renter is a company:

Company name: .....
Trade register number: .....
VAT number .....
Street, no. .....
Postcode, location .....
Country: .....
Tel. / mobile .....
Email: .....

Person in charge (director, manager):
Surname: .....
First name: .....
Address: .....

The following contract shall be concluded:

B. Subject matter of the contract

As the owner's appointed agent, RELAX-COTTAGE shall offer its intermediary services for the reservation and rental of holiday properties, notably via its website www.relax-cottage.com. Customers may book these properties via RELAX-COTTAGE, provided that they accept these general terms and conditions and fulfil the obligations set out herein.

C. Obligations of the parties

1. Obligations of the Renter

By booking through RELAX-COTTAGE, the renter agrees immediately to become the contracting partner of the respective owner. The renter accepts that RELAX-COTTAGE shall at no point act in the capacity of owner and shall not be bound by any associated obligations. RELAX-COTTAGE shall only act as intermediary in the name and on behalf of the owner. The rental contract shall be enforced solely between the renter, and the owner of the property RELAX-COTTAGE shall not act as a contracting party. RELAX-COTTAGE shall not assume the slightest responsibility or liability towards the renter.

The renter shall in no way be permitted to request the application of any of his/her own general terms and conditions irrespective of their nature.

Any booking made by the renter, in particular via the RELAX-COTTAGE website, shall imply that it has consulted and accepted these general terms and conditions, and no further completion or handwritten signature of these terms and conditions shall be necessary. When all the necessary steps have been followed, the online booking shall be considered as an electronic signature and shall have the same value as a hand-written signature.

The renter accepts that RELAX-COTTAGE is legally entitled to demand the payment of amounts payable for and in connection with the booking, notwithstanding the renter's right to cancel the stay subject to compliance with certain formalities determined by these general terms and conditions.

Any booking made by a person who is not of sound mind or is a minor in his/her country shall be considered invalid without the renter being authorised to claim any compensation from RELAX-COTTAGE. However, RELAX-COTTAGE reserves the right to claim damages in such cases, in particular on the basis of the percentages and time periods under point F, from the person concerned or the persons liable for the latter.

The rental contract for the property shall be concluded with the owner via the RELAX-COTTAGE website in the following technical stages:

The renter selects the accommodation and length of stay available for the amount displayed. The renter specifies the number of people staying in the property and selects optional types of insurance, in particular cancellation insurance, as required. The renter is obliged to have valid personal liability insurance. The renter shall cover the cost of insurance. After reading, checking and accepting the entered and selected data and information and the general terms and conditions, the renter can confirm the booking by clicking on the “Book now” button. The booking is then confirmed, and the amount payable is indicated.
Personal data shall be processed in compliance with the Luxembourg laws on the protection of personal data (see also point G).

The renter is responsible for the data that it provides to RELAX-COTTAGE and RELAX-COTTAGE shall not be bound by or in any way liable for any incomplete or inaccurate information.

The renter shall, as a matter of principle, pay a deposit immediately or the full rent corresponding to his/her stay by bank transfer or, if offered, by credit card. The renter shall only have the right to use the property once the rent and any ancillary costs / fees / deposit have been paid in full. Any bookings that have not been paid for in full by the renter within 8 weeks prior to the stay or have not been paid according to the terms and deadlines specified by RELAX-COTTAGE shall be cancelled, unless a contrary written agreement has been reached. Failure to pay shall result in the termination of the contract, without any reminder or notice at the fault of the renter, and the latter shall not be entitled to claim any compensation. However, RELAX-COTTAGE reserves the right to claim damages in such cases, in particular on the basis of the percentages and time periods under point F, from the renter.

If the booking is made more than 8 weeks before the beginning of the stay, the renter must pay a deposit corresponding to 50% of the total cost of the stay after receiving the payment terms from RELAX-COTTAGE with confirmation of the booking. The balance shall be payable according to the terms and payment deadlines sent by RELAX-COTTAGE to the renter.

In the event of a late booking (less than 8 weeks before the beginning of the stay), the full amount shall be payable as a matter of principle, unless an alternative written arrangement has been made with RELAX-COTTAGE, immediately upon confirmation of the booking.

The renter must keep the confirmation of acceptance on a durable medium so that it can be presented to the owner.

The renter shall no longer have the right to cancel or amend the booking once it has been confirmed. This does not affect the right to cancel the booking against payment of the flat-rate compensation set forth in point F of these general terms and conditions. Compensation shall not be granted if cancellation insurance has been taken out for this purpose.

The renter may assign his/her booking to a third party up to 15 days before the beginning of the stay with the prior agreement of RELAX-COTTAGE, acting in the name and on behalf of the owner, as is generally provided under this contract. RELAX-COTTAGE reserves the right to refuse the assignment of the booking at its own discretion. In this case, the contract shall be lawfully terminated without compensation, and the customer shall pay cancellation costs (point F) to RELAX-COTTAGE.

The assignor and assignee shall be jointly and severally liable for payment of the full price for the stay.

The renter undertakes to treat the property with due care and to fulfil any specific obligations highlighted at the time of booking or stated in the booking confirmation.

Claims and insurance declarations

The renter is obliged to notify his/her insurance company immediately of any major damage occurring in the holiday accommodation during his/her stay. The renter is also obliged to provide the owner of the holiday accommodation with the name of his/her insurance company and the insurance number.

Liability for damages

The owner reserves the right to issue a corresponding invoice to the renter for any damage caused by the renter or his/her companions during the rental period. This invoice must be paid immediately upon receipt and within a maximum of 10 days.

Non-payment and legal department

If the renter fails to pay the invoice within the specified period, the owner reserves the right to refer the case to the legal department. All associated costs and fees shall be charged to the renter.

Pets

The renter may bring along pets, generally dogs, to the accommodation if this is specifically permitted. The specific agreement of the owner is required for other types of pets.
The renter shall be responsible for his/her pet and any damage caused by the latter during the stay in the holiday home.

The renter shall be obliged to take out liability insurance for his/her pet and provide evidence that it is insured. The insurance should cover damage that could be caused by the pet to the property or third parties.

In the event of damage caused by the renter's pet to the holiday home or facilities in the property, the owner reserves the right to invoice the renter for the damage incurred.

The owner shall determine the amount of damage at his/her own discretion and shall issue the renter with a corresponding invoice. The renter is obliged to settle this invoice within an appropriate period.

The renter undertakes to look after his/her pet in an appropriate manner during the stay and to ensure that it does not cause any disruption or threat to other guests or neighbours.

The renter is responsible for ensuring that his/her pet does not cause any damage to furniture, facilities or other items in the holiday home.

The renter should not leave his/her pet unattended in the holiday home, unless it is in a secure environment that has been specifically provided.

The renter is obliged to remove any dirt created by his/her pet immediately (including faeces and urine) and to dispose of it correctly.

These terms and conditions constitute an integral part of the rental contract for the holiday home and must be complied with by all renters.

The beginning of the stay and the arrival time are indicated in the booking confirmation. This is normally between 4 and 6 p.m. The renter undertakes to notify the owner if he/she is likely to arrive late or early. RELAX-COTTAGE shall provide the renter with the required contact details of the owner in due course.

The property shall be inspected upon handover of the keys. If there is no written report on findings upon arrival, it will be assumed that the renter accepted the property in good condition and must return it in the same state.

The end of the stay shall be indicated on the booking confirmation. The premises must normally be vacated before midday.

Pets are only allowed if this is specifically stated on the booking confirmation. If there is no indication about pets, it is to be assumed that they are not allowed.

If the stipulations and information provided on the booking confirmation and the owner's stipulations about the use of material on site are not respected, the renter may be denied access to the property or even expelled from the property by the owner without being entitled to compensation or refund.

The renter shall be liable under civil law for damage caused by him/her or any person for whom he/she is responsible under ordinary law or to whom he/she has granted access to the rented property.

The renter shall not be entitled to claim any refund or compensation if he/she has been partially or entirely unable to stay in the property as a result in particular of his/her own action, force majeure or a premature departure.

2. Obligations of RELAX-COTTAGE as intermediary

The offer presented by RELAX-COTTAGE in particular on its website applies subject to the availability of the property and subject to the unilateral right of RELAX-COTTAGE to cancel the booking, in which case the renter shall not be entitled to claim compensation. Unilateral cancellation must be made within 70 hours (with the exception of last-minute bookings) from confirmation of the booking sent by RELAX-COTTAGE to the renter. Unilateral cancellation is intended in particular to avoid duplicate bookings and the booking of an unavailable property in the event that the owner has not yet given notification of its unavailability.

RELAX-COTTAGE shall administer the bookings and receive full payment of the price of the stay (including all withheld amounts) and undertakes to transfer these amounts to the owner.

After the renter has made the booking, RELAX-COTTAGE shall send an email confirmation that the booking has been received together with a summary of the latter. The renter must keep this confirmation on a durable medium.

RELAX-COTTAGE shall send the renter a booking confirmation prior to the stay, and if applicable after payment of the full amount, which states: the precise location, the address and type of property, the level of comfort, the number of people accepted for the stay, the acceptance of pets if applicable, the length of the stay with arrival and departure dates, the payment terms for any additional charges, the payment / refund arrangements for the rental deposit and the terms, dates and times for handing over the keys, in addition to any further information concerning the renter's obligations towards the owner.

RELAX-COTTAGE shall not accept any personal liability in the event that the customer or owner fail to fulfil their obligations.

RELAX-COTTAGE shall not accept any personal liability in particular in the event of personal injury (owner, renter, third party) or material damage in the property or in the surrounding area.

RELAX-COTTAGE shall not accept any personal liability in particular for the partial or complete destruction of the property or for an alteration to an essential element on the premises. Moreover, RELAX-COTTAGE shall not be responsible for the conditions imposed by the owner. The renter shall not be entitled to any compensation from RELAX-COTTAGE. The renter must contact the owner in this regard if necessary.

3. Obligations of the owner

The renter is hereby informed that, unless alternative provisions are stated in these general terms and conditions, on the RELAX-COTTAGE website or on the booking confirmation, the owner must fulfil the obligations set forth in Articles 1714 to 1762-2 of the Luxembourg Civil

Code towards the renter (taking into account the fact that the matter at issue concerns the rental of a holiday home).

The owner is responsible for the source of the information provided on the RELAX-COTTAGE website, in particular for the photographs and description of the property. The owner is responsible for ensuring that the property and its inventory correspond to the description provided to RELAX-COTTAGE. The renter is not entitled to issue any claims against RELAX-COTTAGE in this respect.

The owner is obliged to maintain the building constituting the subject matter of the contract so that it can be used for its rental purpose and to make it available to the customer for the rental period on an amicable basis. The owner shall carry out any repairs that may be necessary during the rental period.

The owner hereby declares that he/she complies with all laws applying to the building constituting the subject matter of the contract. The owner shall be liable under civil law for any damage caused to the renter or his/her property due to defects not attributable to the renter and due to failure to comply with safety requirements relating to the property or items within it. RELAX-COTTAGE shall not accept any personal liability for the latter. The owner must ensure the building in compliance with the applicable laws and shall be responsible for any information provided or to be provided to the insurer.

The owner, or a person authorised by the latter for this purpose, shall be responsible for handing over / taking back the property and the key on site, for welcoming the renter, if necessary, for ascertaining the condition of the premises on arrival and departure and for settling any applicable charges. RELAX-COTTAGE shall not be involved in the above-mentioned handover arrangements and shall not bear any responsibility or liability whatsoever in this respect.

RELAX-COTTAGE shall not be held liable in any way for damage incurred by the owner, renter or third parties. The owner shall assume the risks associated with any claims and complaints presented by the renter.

RELAX-COTTAGE shall not be responsible for disputes concerning deposit refunds or differences of opinion between the owner and the renter. Any disputes in this context shall be dealt with directly between the renter and the owner without the involvement of RELAX-COTTAGE.

D. Price

The price to be paid to RELAX-COTTAGE corresponds to the rent indicated on the page presenting the property on the website http://www.relax-cottage.com for the specified period.

E. Termination / cancellation of the contract

If RELAX-COTTAGE terminates the contract after the 72-hour period (with the possible exception of last-minute bookings) applying for unilateral cancellation but before the beginning of the stay, and provided that the renter has already paid all or a proportion of the price, RELAX-COTTAGE has the option of offering another property of an equivalent or superior quality or refunding the full amount paid by the renter to RELAX-COTTAGE as soon as possible.

RELAX-COTTAGE reserves the right to terminate the contract without notice and without compensation before the beginning of the stay if the renter fails to comply with the payment terms. In this case, the renter shall pay RELAX-COTTAGE the flat-rate compensation for cancellation (point F).

With regard to all action on the part of RELAX-COTTAGE it is assumed, without RELAX-COTTAGE having to provide any further evidence, that RELAX-COTTAGE acts with the full authority of an owner.

F. Termination/Cancellation by the Tenant

Free Cancellation Within 7 Days of Booking

For bookings made more than 56 days before the start of the stay, the tenant has the option to cancel their booking free of charge within 7 calendar days following the booking date. In this case, no cancellation fees or fixed compensation charges will apply.

This free cancellation option applies exclusively to bookings where, at the time of booking, more than 56 days remain before the start of the stay.

After the expiry of this 7-day period, as well as for bookings made 56 days or less before the start of the stay, the following general cancellation conditions shall apply.

General Cancellation Conditions

In the event of termination of the contract by the tenant, the tenant shall owe RELAX-COTTAGE a fixed compensation fee (reservation fees and additional insurance premiums), unless the booking is cancelled free of charge in accordance with the provisions above. This compensation shall be calculated as follows:

- Termination/Cancellation from the booking date or after the expiry of the 7-day free cancellation period (where applicable), up to but excluding the 56th day before the start of the stay: 30% of the total price of the stay.
- Termination/Cancellation from the 56th day (inclusive) up to but excluding the 28th day before the start of the stay: 60% of the total price of the stay.
- Termination/Cancellation from the 28th day (inclusive) up to but excluding the 7th day before the start of the stay: 80% of the total price of the stay.
- Termination/Cancellation from the 7th day (inclusive) before the start of the stay and thereafter: 90% of the total price of the stay.

Cancellation by the tenant must be made through RELAX-COTTAGE. RELAX-COTTAGE is entitled and authorized to claim and collect the applicable cancellation fees/fixed compensation from the tenant.

G. Data protection

The collection and processing of the renter's personal data is necessary for the performance of this contract. The renter shall grant specific consent in this respect for any purpose whatsoever.

The renter shall be provided with the following information in this context:

- The name and contact details of the data controller involved in processing the personal data collected: DMVE S.à.r.l. (see information and contact details under point A)
- The purpose and legal basis of processing: the collection and processing of the personal data concerned is necessary for the performance of this contract. The legal basis for processing is set forth in particular in Article 6, (1), b) of regulation 2016/679 of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of data, repealing directive 95/46/EC (hereinafter “General Data Protection Regulation”).

- Recipients of persona data: the exclusive recipients of this data are the owners of the rented properties. They shall only be provided with such data to the extent that it is necessary for the performance of this contract.
- Retention duration of personal data: the personal data collected shall only be retained for the duration necessary for the performance and possible review of this contract.
- Right of access, rectification, erasure, compliant and restriction of processing, right to object to the processing in question and right to data portability: The renter shall be granted a right of access, rectification, erasure or restriction of data processing in accordance with the provisions of the General Data Protection Regulation. A right to data portability also exists in accordance with the provisions of the General Data Protection Regulation. A right to object to processing also exists in accordance with the provisions of the General Data Protection Regulation. Under the same General Data Protection Regulation, there is also a right to appeal to the competent supervisory authority. It should be pointed out that the provision of the necessary personal data is a contractual requirement. Without the provisions of such data, it will not be possible to conclude or perform the contract.

H. Applicable law and place or jurisdiction

In the event of interpretation difficulties relating to a translation in another language, the German version of the general terms and conditions shall take precedence. In case of disputes, only the law of Luxembourg shall be applicable and the courts of Diekirch shall have exclusive competence. Should any of the provisions of this contract be declared invalid or unwritten, their invalidity shall in no way affect the validity of the other provisions of these general terms and conditions.

These general terms and conditions may be saved or printed out by the renter. They must, however, not be amended. In the event of a discrepancy between the print-out and the version published on the RELAX-COTTAGE website, the version published on the RELAX-COTTAGE website shall take precedence.

I. Purchase of vouchers:

By purchasing a voucher, the purchaser accepts the following conditions:

- Exchange and payment excluded: The purchased voucher is excluded from exchange and payment. Any return or refund of the voucher amount is not possible.

- Period of validity: The voucher remains valid for a period of three (3) years from the date of purchase. After this period, the voucher automatically expires and can no longer be redeemed.

- Applicable law: These terms and conditions are governed by Luxembourg law. Any disputes arising in connection with the purchase or use of vouchers shall be subject to the exclusive jurisdiction of the Luxembourg courts.

By purchasing the voucher, the buyer expressly agrees to the above conditions and undertakes to comply with them.