

Terms and Conditions

Short Term (3months <> 1 year)

Version 01/2017

Art.1 Subject

The following terms and the agreements in the written rent contract to be finalised separately, apply exclusively to the rent contract. If terms of the written rent contract differ from the terms of these general business terms, the terms of the rent contract take precedence. The furnished apartment has been fitted according to a modern standard and has all facilities (kitchen equipment, towels, linen,...)

The apartment is exactly the same type that is illustrated on the website www.akenkaai69.brussels or <https://www.airbnb.com/business-travel>

Art.2 Contract conclusion

After the reservation enquiry or booking with the landlord or airbnb.com/business-travel, the tenant still does not have the right to rent the apartment booked by him. The binding reservation enquiry/booking is a proposal to finalise a contract. The contract only comes into effect when the booking is confirmed by the landlord by letter or E-mail, i.e. after mutual agreement on the renting period and the rent to be paid for the apartment for this period. If there are differences in the landlord's confirmation of the booking enquiry of the tenant, the confirmation counts as accepted if there has been no written objection by the tenant within 3 days of receipt.

Art3. Type of contracts

For a "Short terms – contract" the tenancy agreement is concluded for a period of min.3months and max.1year.

The tenancy agreement can only be extended when the apartment is free after the last day of the contract. All bookings will be completed by the use of the following online platform:

<https://www.airbnb.com/business-travel>

Art4. Use

4.1

The furnished apartment is rented out for the period agreed on in the rent contract.

The tenant is not permitted to use the apartment (partly) commercially. The apartment is only rented for use with the registered and confirmed number of people. Sub-letting or transfer or use to third parties is expressly forbidden. Taking in additional persons is only permitted with the prior written approval of the landlord and, if required, against payment of an amount to be agreed on in addition to the rent.

4.2

The landlord will make the furnished apartment available to the tenant for the registered and confirmed number of persons on the first day of the agreed rental period from 2 p.m. onwards. At the time of contract termination, the apartment must be left in proper condition, to be handed over by 10 a.m. of the last day of use. A tacit renewal of the rental period due to continuation of the use for rent by the tenant is expressly ruled out.

4.3

Handing over/returning the keys takes place during the working hours at the reception desk: akenkaai 69, 1000 Brussels - Belgium. daily, from 7 a.m. to 9 p.m. The tenant cannot expect handing over/returning of keys outside the above mentioned working hours. However, this can usually be organised for the tenant as far as possible. Earlier or later arrival/departure and arrival/departure at weekends must therefore be agreed on in advance with the information office by phone, personally or by E-mail. Valid photo identification (ID) matching the name of the main guest within the reservation must be presented at time of check-in/arrival.

4.4

The tenant will take over the furnished apartment in a clean and proper condition with the existing inventory. Any defects or damages when taking over must be reported immediately to the landlord.

4.5

The tenant must immediately report any damages occurring in the rented and common rooms to the landlord. If the damage increases because it was not reported and repairs therefore did not take place, the tenant is liable without limitations.

The tenant is liable to the landlord for any violations of these conditions for use and for all damages to the rented property and its fittings caused knowingly by him or a co-resident, visitor, etc. It is essential that the tenant must repair blockages to the drainage pipes between the drain points and the connection points of the main pipe himself, unless, he himself or the persons mentioned above, have not caused the damage. The same applies to breakage of glass in the area of the rented rooms. If the tenant does not immediately comply with his obligation to repair the damage, the landlord can undertake the repair of the

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damage after sending reminders and setting deadlines at the tenant's expense or demand compensation for damages due to non-fulfilment.

4.6

The tenant or a co-resident, visitor etc. must treat the rented rooms including their inventory and the common rooms with all their equipment and furnishings (e.g. installations, heating and cooking facilities) with good and proper care.

The tenant must ensure proper cleaning, ventilation and heating of the apartment rooms in particular.

He is also obliged to get rid of any vermin and bugs, to report this incident immediately to the landlord or the representative responsible and after it occurs, to keep all remaining food in closed containers. The tenant is not permitted to store any fuel and toxic substances, large quantities of perishable waste or animal feed and similar substances in the rented rooms. Smoking and use of open fire (e.g. candles) is not permitted in the bedrooms.

The applicable times of rest between 10p.m. to 7a.m. must be maintained by the tenant and his co-residents, visitors, etc.

The tenant is aware of the existence of internal rules (common facilities) and the registry with the decisions of the general meeting of the co-owners.

4.7

Whenever the tenant leaves the apartment, all windows, doors and taps must be closed and all electrical devices and equipment including the lights must be switched off. At the time of departure of the tenant, the tenant's property in the apartment must be cleared and it must be handed over to the landlord in a clean condition after any heavy dirt and grime, going beyond the normal dirt and grime caused by usage, is removed, with the complete inventory provided at the time of taking over, undamaged.

Art.5 Due date and Payment

5.1

Unless legal regulations state otherwise, the rent agreed on is to be paid in advance.

All payments will be handled by AirBnB for short time stay (min.3months / <1year)

5.2

Airbnb will send you an invoice on behalf of business travellers staying in the apartment. You can link your company credit card to allow direct trip expensing.

When using the business platform. Your receipt would include the cost of the listing + Airbnb service fees and taxes. There is a separate VAT invoice that would only show what you paid towards VAT

Art.6 Cancellation policy

As we use the AirBnB platform for short stay contracts. Please look on the website to find up-to-date information:

https://www.airbnb.com/home/cancellation_policies

We use a 'strict' policy.

Art.7 Liability policy

7.1

Any liability of the landlord is limited to wilful intent and gross negligence.

Liability for disturbances due to force majeure or strikes, for transfer disturbances in communications networks and for indirect damages, subsequent damages due to defects and due to lost profits is ruled out.

The landlord is also not liable for damages or losses to the tenant as a consequence of a burglary in the landlord's furnished apartment rented out by the tenant.

7.2

The tenant is liable for damages or deterioration of the rented property in accordance with the legal regulations. At the start of the renting period, the tenant is handed over the apartment keys + badges. These keys are a part of the house locking system. The tenant is obliged to return all keys handed over to him to the landlord at the time the rent contract ends. If the tenant does not return the full set of keys, he must pay a flat rate for damages of 150 EUR per missing set of keys or badges to the landlord.

Art.8 Parking

The tenant can use a private parking located level -3 nr°126. He can only park on that location. Allowing you to enter the private secured parking. The tenant will receive a badge.

Art.9 Security Deposit

Any guest who confirms a reservation at our apartment will be responsible for damages up to 2500€. No charges or authorizations will be made unless the landlord would make a claim within 14 days after check out.

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Art.10 Services and amenities

10.1

A reception desk is available at your service. The work from 07.00am > 09.00pm

<http://www.upsiteconcierge.be>

You can freely use all facilities in the tower. (children playroom, cinema, rooftop, room service...)

However the spa/wellness is not included in the price.

10.2

Our apartment is housed in Brussels most attractive building Up-Site. Fitted with stylish and modern amenities. It comes with fully equipped kitchen, en-suite bathrooms. Our apartment come with complimentary wi-fi, flat screen digital TVs and iPod dock, iron and ironing board, hairdryer, washer/dryer facilities and local information & welcome pack.

We're offering an All-included package for heating, water, garbage, internet, TV, ...

Cleaning and laundry services are not included but could easily be arranged on request of the tenant.

Art.11 Safety - Security

The landlord declares that the house is equipped with smoke alarms, as prescribed by the government, on each floor. In case the house is a shared student house, the communal kitchen of the house and each student room are also equipped with similar smoke alarms.

The tenant is responsible for the maintenance and the replacement of the battery of the smoke alarm in his house.

In the tower a fire man and security patrol are working 7/7 24h.

Art.12 Occupants

Only persons notified to us prior to your arrival may occupy the apartment. You may not re-let/sublet the apartment to any other third party without our written approval. The number of persons permitted to occupy the apartment is limited to the number of beds available and this limit may not be exceeded without our prior written approval. We reserve the right to refuse admittance to the apartment if this condition is not complied with.

Art.13 Pets

No pets, of any kind, are allowed in the apartments at any time.

Art.14 Acces

The landlord (representative, or authorized personnel), may at any time enter the apartment for the purpose of inspection of the apartment, and to carry out, cleaning, repair or maintenance work.

In close consultation with the tenant. And always with a reasonable notice.

Art.15 Smoking

In the apartment we have a non-smoking policy!

Art.16 Rubbish removal

A rubbish (trash) chute is provided at level -1 (parking) All guests are responsible for the removal of their own rubbish (trash) on a daily basis. Bags are provided in each suite for this purpose.

Art.17 Data privacy

The tenant is aware of and approves of, his important personal information being saved on data media. The landlord guarantees, that the relevant customer data have only been collected in connection with the processing of the rent contract, have been processed, saved and used (hereafter jointly described as "use"). If the tenant agrees to additional use by the landlord, the tenant has the right to revoke this approval at any time by sending a relevant E-mail to hello@akenkaai69.brussels or to revoke it in any other way. The landlord will not pass on tenant data to third parties for advertising purposes.

Art.18 Place of jurisdiction

The law of the kingdom Belgium applies. The place of jurisdiction and place of fulfilment is Brussels in each case. (Flemish language)

Landlord:

I have acknowledged the content of the above Landlord's Terms and Conditions, declare that I agree with them and confirm it with my signature.

Tenant:

Rental period from to