

EN
RENTAL TERMS AND CONDITIONS

Introduction:

We offer you our property in good faith and wish you a great stay with lots of fun and enjoyment.

To avoid any misunderstandings, we have set out below all the important rules that we both, as parties, will adhere to in order to keep this experience pleasant.

With every reservation, the renter (by requesting a reservation) agrees to these general terms and conditions (hereinafter referred to as the "Terms and Conditions"), and acknowledges to have read and understood them. If you have any questions about this, you can always contact us via the contact details below.

1. Definitions

"Tenant": individual or legal entity which for own use or for others rents on own name the apartment.

"Landlord": de owner of this apartment, namely Fast Solutions NV with headquarters at 2650 Edegem, Hovestraat 113 Bus 2, tax registration number BE0406.089.906.

"Appartement": the apartment rented by the Tenant, including the inventory and all common spaces of the building in which the apartment is located.

"Near time bookings": the period included in the offer, prior to the check-in date in which the cancellation is no longer free of charge. Duration of near time may vary for different periods of the year. This is clearly stated in the booking conditions, on the channels, and on the booking page, under the cancellation policy.

"Normal bookings": reservations made prior to the near time.

2. General

The Tenant who concludes the rental agreement is jointly and severally liable for all payments of the rental price of the Apartment, security deposit, any taxes, purchases of Products (described below under point 5) and compensation for all damage and inconvenience caused by his or her actions as well as by due to his company. The Tenant shall also use the Apartment with due care and ensure that his company uses the Apartment with the same due care and the Tenant is liable for all damage caused by him/her and any guests. Even if this possible damage is found out after his/her departure from the Apartment. The Apartment shall be occupied with due care by the tenant and his fellow residents, considering the tranquility of the neighborhood.

3. Reservation

By booking via our website www.botaniquesuites.be, via a website of third parties, you make a binding reservation. Reservation request can only be made by email contact@botaniquesuites.be or by telephone +32 (0) 499 90 65 69. A reservation request is only binding if this request has been confirmed by email. After receipt of the reservation request from the Tenant, the Landlord will send the Tenant, after checking availability, the confirmation of the reservation by email, including instructions regarding the Apartment as well as the confirmation invoice. When booking, the Tenant will provide the Landlord, at the first request, with his details (full name, address, date and place of birth, mobile phone number, email, and bank account number to which deposits may be refunded).

By making a reservation, the Renter confirms that he has read, understood, and agrees to the General Terms and Conditions. Bookings made via the website www.botaniquesuites.be are made under this condition. For reservations made via third-party platforms, the reservation conditions of these platforms apply.

4. Payments

Payment conditions may vary for different periods of the year. When a reservation is made, payment conditions will apply according to the offer valid at the time of reservation. This is described for the tenant on the channel where the booking is made or own web page in case booked directly. Generally, a booking shall be paid in full or guaranteed at the beginning of the Near Time. In the confirmation email, the Tenant receives a clear overview of the amounts to be paid and the final payment terms. The Tenant shall clearly state the relevant confirmation number with the payment.

Reservations made within Near Time shall be paid in full at the time of booking.

Special conditions may apply for exceptional periods (such as New Year's Eve, Easter, Christmas, Mother's Day, but not limited to the aforementioned list),

The Tenant grants the Landlord the right to debit all amounts owed by the Tenant from any credit or debit card that the Tenant has made available to the Landlord.

In case of conflict between these payment conditions and other payment structures available and in force on a platform of a third party, such as Booking.com, AirBnB, or others, the rules of the platform where the reservation was made shall prevail. Payment conditions published on the property website at the time of reservation always prevail.

5. Deposit

The Landlord may, in certain situations ask for a damage deposit (hereinafter referred to as "Deposit"). Such situations may occur in case, due to an action/inaction of the Tenant, the Landlord considers that a deposit is required. The appreciation is at the discretion of the Landlord and may be assessed either before Near Time or during the stay if there is evidence that the Tenant does not comply with any of the obligations included in the rental agreement. Should the Tenant not be willing to settle the deposit within the required period, the Landlord may cancel the reservation with immediate effect, with no compensation for the Tenant. In the event of consumption of Products and/or in the event of damage, the Landlord always has the right to request an interim payment (hereinafter referred to as "Interim Payment") from the Tenant for these Products or compensation for the damage to maintain an adequate level of deposit. The aforementioned interim payment must be made within 24 hours after the request. The Deposit, or the remainder thereof, will be refunded by the Landlord to the Tenant no later than 10 calendar days after departure, unless there is a valid reason (for example in the event of greater damage) whereby a longer period is required to process this refund. In that case, the Lessor will inform the Hirer of this by email, with justification of the relevant reason and an estimated time at which the Deposit, or remainder thereof, will be refunded.

The Deposit shall be used (in whole or in part) to compensate for any damage to the furnishings of the Apartment as well as to pay for the products consumed or taken away by the Tenant. These products are offered against payment and are listed under the name "Labeled Products" or "Take-away products" (hereinafter also referred to as "Products"). Each labeled product is recognized by the price tag affixed to it. The Tenant undertakes to check whether the inventory of the Apartment, Labeled Products and Take-away Products is complete when moving in.

The Landlord will check the inventory after the Tenant has left and charges the Deposit for all eventual damages as well as missing Products.

6. Not paying on time

If the Tenant does not pay the rental price or Deposit on time, the Lessor will regard this as cancellation of the reservation by the Lessee and the Lease Agreement will be dissolved by operation of law and with immediate effect. If the Tenant does not make the Interim Payment on time, the Lessor has the right to consider this as the dissolution of the Rental Agreement, by operation of law and with immediate effect. As a result, the Tenant must leave the Apartment immediately. The Landlord then has the right to offer the relevant Apartment for rent again on the market. Payments done by the Tenant will then not be refunded.

7. Cancellation through the Tenant

Any cancellation by the Tenant must be communicated in writing to the Landlord by email (contact@botaniquesuites.be) or other electronic means provided for cancellation.

Cancellations outside the Near Time are free of charge, except the Tenant booked a non-refundable rate.

Cancellations within the Near Time will be charged 100% of the rental price.

No show is considered a cancellation within the Near Time and shall be charged 100% of the rental price.

If the Tenant does not use the Apartment or leaves it before the end of the rental period, no compensation will be due from the Landlord and the Tenant will continue to owe



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the total sum of the reservation to the Landlord.

In any case, the Landlord is free to offer the Apartment back to third parties for rental.

8. Cancellation through the Landlord

If due to unforeseen circumstances the Landlord has to cancel the rental and unilaterally terminates the Rental Agreement, the Tenant will be informed immediately by email and the payments made by the Tenant will be refunded to the Tenant by the Landlord within 7 working days.

If the cancellation of the Rental Agreement by the Landlord is not the result of force majeure, he will also pay an additional amount of 20% of the rent (excluding deposit) to the Tenant, being the usual compensation for damage and inconvenience.

Cancellations for negative experience

The Landlord may decide to cancel a reservation in case there is a negative experience with the Tenant. Such cancellation shall be communicated to the Tenant no later than 48 hours after the reservation arrives and shall state as reason for cancellation: "negative experience with the Guest". In such case, no costs or fees shall apply either for the Tenant or for the Landlord. Outside the period of 48 hours after the reservation arrives, the booking is considered a usual booking, and cancellations for a negative experience can no longer apply.

The Landlord is striving to satisfy every single Guest. Negative experience could mean (without limitation): The rented apartment was left in bad shape, damages occurred and the Tenant did not take responsibility for them, missing objects, unpaid balance, any sort of disturbance, Tenant was not satisfied with the previous stay and has communicated this to the Landlord or publicly by writing a review of less than 9 of 10 or 4,5 of 5 or any other major violation of the Tenant's obligations.

9. Costs of utilities

The normal consumption of power and water is included in the agreed rent. Normal usage is considered to be the average daily usage for the Apartment over the last 12 months.

If there is excessive consumption by the Tenant, the Landlord will settle additional costs with the Deposit, being the following additional costs:

- Power costs: 0.35 euros per Kwh (per 1 Kwh started).
- Water consumption: EUR 5 per m3 (per 0.1 m3 started).

10. Damage

The Tenant is always obliged to report any damage immediately, but at least before check out, to the Landlord in writing by email (contact@botaniquesuites.be). In the event of damage, the Landlord is authorized to assess whether the damage will be solved by replacing or repairing it, as well as to determine the value of the damage. The damage always includes the lost income due to not being able to rent out. The settlement shall occur at the time of check-out.

In case the Tenant fails to report the damage and this is discovered by the Landlord after The Tenant has left the premises, The Landlord shall inform the Tenant in writing about the damage and the value thereof.

In any case, the Tenant shall cover the damage within 30 days after check-out or agree within this period to a settlement with the Landlord. Should the Tenant fail to cover the damage after 30 days past check out, he shall pay an additional penalty of euro 100.00/day of delay.

11. Final cleaning

Final cleaning is included in the rent for as long as the Apartment is left in a normal state of use. For example, are considered outside normal: leftover food scattered in the Apartment, splashes of any liquids on the walls, furniture or other fixtures or similar.

If the Landlord believes that the Apartment has been left in an abnormal condition, the Landlord will charge an additional EUR 100 to the Tenant.

12. Number of guests

The rental prices are different depending on the number of people, with a maximum of 7, including children over 6 years.

There may never be more people present than the number of people indicated when renting as stated on the General Terms and Conditions (including children over 6).

If the number of people staying in the Apartment is exceeded, a compensation of 30% of the total rental price will be payable immediately per each person in addition, and further access to the Apartment will be immediately refused, without refund of the Deposit or any compensation. In order to exclude any misunderstanding, this means that if the Tenant has stated when entering into the reservation that the number of persons is, for example, 5, but it is found out that the number of persons present is 7, 30% of the total rent, multiplied by 7, 210% of the rent is due.

13. Pets

Pets are allowed, after clearing with the Landlord.

Pets are not allowed in seats, chairs or sofas (bedrooms and bathrooms). If the Tenant does not comply with this, the Landlord will charge the Tenant a fee of EUR 30 per pet.

Dogs must be treated against ticks and fleas.

The Tenant must always clean up the feces of the pets immediately. Not complying with this rule, an additional cost will of 50 euros per pet will be charged.

14. Linens

All beds have Egyptian cotton linen, protective covers, and mattress protectors.

The Tenant may never remove the mattress protector from the beds. If the Tenant fails to do so, an additional cleaning fee of 100 euros per bed will be charged.

Tablecloths and kitchen linen are also provided in the Apartment.

15. Internet, Netflix, Games

The Landlord offers the Tenant free wireless internet and Netflix in the Apartment.

The use of the internet is intended for day-to-day use. The maximum usage for a weekend is 4 GB, for a midweek 5 GB and for a week 9 GB. If the limit is exceeded, EUR 3.00 per GB with a minimum of EUR 5.00 will be charged by the Landlord to the Tenant.

The Apartment contains a PlayStation, 2 controllers and a selection of toys. All toys must be left complete and packed in their own box. It is not allowed to write on it or use it for other purposes.

16. Inventory

Attached to these Terms and Conditions is a list of the complete inventory.

The Landlord kindly requests the Tenant to report any damage immediately (within 24 hours) in writing by email (contact@botaniquesuites.be) to the Landlord. It is not allowed to move furniture (tables, seats, cupboards, beds, etc.).

17. Smoking and use of drugs

Out of respect for the next Tenant, there is a complete ban on smoking, vaping, and use of e-cigarettes inside the Apartment.

In the event of non-compliance with this ban in the Apartment, the Tenant will bear all costs necessary to clean the entire Apartment.

The use of drugs and/or narcotics is strictly prohibited. If drugs and/or narcotics are used, the Rental Agreement will be canceled immediately and further access to the Apartment will be refused immediately, without refund of the Deposit or any compensation. Excessive use of alcohol is tolerated if it does not cause any inconvenience to the Landlord or neighbors.



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18. House Rules

Careful use of Appartement

You treat the use of the Apartment and everything in it with care. That means, among other things, that you:

- Think about the environment (such as not leaving the tap/shower running unnecessarily; not leaving lights and/or heating and/or air conditioning on unnecessarily, not wasting);
- Be careful with the use of (communal) items;
- Items will be used exclusively for the purpose for which they are intended;
- you try to prevent damage;
- Take responsibility if you have caused damage unexpectedly;
- Always close all windows and doors when leaving the Apartment.

Be aware of each other

That means, among other things, that you:

- You will not cause any inconvenience to your fellow residents and neighbors;
- Between 22:00 and 07:00 you take extra account of your surroundings. For example, keep the music and other sounds low, do not run washing machines or dryers, and be quiet in the corridors, hall and stairwells;
- Not allowed to hold parties or meetings in the Apartment without consultation and written agreement from the Landlord.

19. Garbage

Waste from the apartment is collected by the Landlord's staff. Waste is strictly separated in Antwerp and checked by the Waste Department. In the Apartment (kitchen) there are specific waste bags available for Antwerp:

Blue bags for PMD only (plastic, metal, drinking cartons);

White garbage bags for other rests;

Glass and paper should be placed on the kitchen worktop;

Waste bags must always be used in the waste bins. If the Tenant does not use waste bags in the waste buckets, the Landlord is unfortunately forced to charge 25 euros for cleaning the buckets. Failure to separate the waste means that the waste is not collected by the Waste Department. In such a situation, the separation of the waste must be carried out by the Landlord's personnel. The Landlord charges costs at a rate of 50 euros per waste bag with non-separated waste from the Apartment.

20. Arrival

The Tenant can enter the Apartment from 3:00 PM, unless otherwise agreed and confirmed by the Landlord by email. The Tenant receives a personal code from the Landlord that is active from arrival to gain access to the building. Access to the Apartment is based on a virtual key. The entrance door of the Apartment is equipped with an electronic lock. The Tenant shall download the TapKey app on his smartphone in order to get the virtual key. Instructions on how to use the virtual key will be given to the Tenant before arrival.

21. Parking

The Tenant can rent a covered parking space (hereinafter referred to as the "Parking") from the Landlord upon availability. The Parking is located in Parking Leopold, Henri Van Heurckstraat 9 in Antwerp (80 meters from the Apartment). You can access the Car Park by driving up to the barrier and then using a badge (hereinafter referred to as the "Badge") to open the barrier. On the day of the start of the rental period, the Landlord will inform the Tenant how to obtain the Badge. The Tenant will receive more information about the Parking via the following link: <https://www.indigoneo.be/nl/parkings/12804/parking-leopold>. The Badge is located in a locker at the entrance of the building. The Tenant moves, drives around and parks in the Car Park under his own responsibility, in particular with regard to damage or theft of his vehicle or its contents or damage to himself. The Landlord can under no circumstances be regarded as the custodian of the vehicle in question and its contents, whereby the rental entails a right to park and cannot give rise to any right to storage or security.

Upon departure, the Tenant shall return the Badge in the locker of the apartment. In case of loss or not returning, a compensation of EUR 50 will be charged.

22. Departure

On the day of departure, the Tenant is required to leave the Apartment no later than 11:00 am, unless otherwise agreed and confirmed by the Landlord by email. If the Tenant nevertheless exceeds the departure time, a subsequent rental period may be charged and all ensuing costs and any claims from subsequent tenants will be borne by the Tenant, unless otherwise agreed in advance and confirmed by the Landlord by email.

The Tenant shall leave the Apartment broom clean, whereby the Tenant can think of:

- Remove all food and drinks from the cupboards and refrigerator (fee 15 euros);
- Leaving the oven and microwave clean (fee 35 euros per device);
- Close all windows and doors;
- Turn off the fireplace (fee 20 euros);
- If accompanied by pet(s), clean up the feces (fee 50 euros);
- Check carefully that nothing is forgotten (phones, tablets, chargers, clothing).

23. Prices

All indicated prices are in euros and include VAT.

The valid prices are the prices stated on each reservation channel. Prices may only be adjusted between booking and stay if legal provisions impose additional charges.

24. Liability

The Tenant accepts that he/she can under no circumstances invoke the liability of the Landlord for damage, neither direct nor indirect and in any form whatsoever, caused to the goods or pets of the Tenant and/or co-tenants and/or guests during the stay. The Tenant uses the premises at his own care and risk.

Any complaints from the Tenant, which are the result of non-conformity between the Apartment and its inventory in comparison with the description on the Landlord's website (www.botaniquesuites.be) or about the state of maintenance of the Apartment, shall be reported directly to the Landlord by the Tenant, and this within 24 hours of arrival. The Landlord can then, within reason and in consultation with the Tenant, provide a solution.

Moreover, the liability of the Landlord cannot be invoked, nor can it be invoked by the Tenant, in the event of theft, fire or recourse by the Landlord of the Apartment against the Tenant, for example, due to rental damage.

A shortcoming cannot be charged to the Landlord if it is not due to his fault, i.e. if there is a case of force majeure.

25. Responsibility

The Landlord cannot be held responsible for any disruption or hindrance during the stay in the Apartment, if this is the result of unforeseen events. The Landlord cannot be held responsible for inconveniences caused by the work of third parties, such as the municipality, province, etc. Nor can the Landlord be held responsible for the interruption of water, electricity and internet if this is the result of force majeure. The Landlord declines all responsibility for loss, theft or damage to luggage, personal belongings or vehicle, and for costs, resulting from not reaching the Apartment on time. The Landlord cannot be held responsible in the event of accidents. The Tenant remains fully responsible for his/her pet.



26. Complains and Disputes

No complaint will be processed if it is not communicated to the Landlord in writing by email (contact@botaniquesuites.be) within 24 hours after entering the Apartment. The same rule applies if something serious occurs during the stay in the Apartment. If it is not possible to reach an agreement, the Tenant must have the complaint verified by an expert, a bailiff or a civil-law notary, in order to obtain an objective opinion. This agreement has been drawn up and must be interpreted in accordance with Belgian law. All disputes that may arise from this agreement fall under the exclusive jurisdiction of the Belgian court.

27. Finally

All loose-leaf information or information on the website (www.botaniquesuites.be) regarding this Apartment, its layout, furniture or facilities has been provided in good faith by the Landlord. If there is a change in this between the time of reservation and the start of the rental period, the Landlord will inform the Tenant about this, but the Landlord cannot be held responsible for this. If, in spite of everything, the information regarding the Apartment, the layout, the furniture or the facilities proves to be incorrect, the Tenant must immediately inform the Landlord of this, so that it can be reasonably rectified.



Appendix 1 INVENTORY

Hallway

- Safety door with Dom Tapkey
- Videophone
- Wardrobe with hangers
- Flowers on a pedestal
- 2 Paintings
- Leather footstool
- Umbrella stander

Bathroom

- Toilet and accessories
- Shower
- Mirror
- Make-up mirror
- 2 sinks
- 2 taps
- 1 cabinet
- 1 hairdryer
- Silk curtains
- Velvet drapery
- Towels

Living room

- Sofa
- Decorative pillows
- Ottoman
- Coffee table
- Electric fireplace
- TV
- TV cabinet
- PlayStation
- 2 controllers
- Air conditioning
- Games and painting books
- Silk curtains
- Velvet draperies
- Vase with artificial flowers

Dining room

- Oval table
- 8 seats
- 1 painting
- 1 cabinet
- 1 mirror
- 3 x hanging ring lamps
- 2 table lamps
- 1 bowl
- 2 Tablecloths and 24 napkins
- Silk curtains
- Velvet draperies

Kitchen

- Kitchen cabinets
- Cooker
- Furnace
- Microwave
- Espresso machine
- Hood
- Refrigerator
- Dishwasher
- Toaster
- Pans
- Pots
- Plates
- Bowls
- Glasses
- Different cutlery
- Champagne bucket
- Caviar bucket



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Minibar products, please consult the list in the apartment.

- Champagne
- Selection of wines
- Selection of water
- Selection of softdrinks
- Selection of alcoholic drinks
- Coffee capsules (for Nespresso professional machine)

For special wishes, please let us know before your arrival and we will make them available for you.

Complementaries:

- Sugar
- Salt
- Pepper
- Spices
- Olive oil
- Acceto balsamico
- Cleaning products
- Dishwashing products
- Paper napkins
- Paper role
- Toilet Products etc.

Bedroom S

- 1 single bed
- 1 standing lamp
- 1 hocker
- 1 wardrobe
- 1 Painting
- 1 duvet
- 2 sleeping pillows
- 1 decorative cushion
- 1 bed runner
- Silk curtains
- Velvet drapery

Master bedroom

- 1 king size bed
- 2 table lamps
- Air conditioning
- 1 wardrobe
- TV
- 1 Painting
- 1 duvet
- 1 extra duvet for the living room
- 2 extra sleeping pillows for the living room
- 4 sleeping pillows
- 2 decorative cushions
- 1 bed runner
- Silk curtains
- Velvet draperies
- Iron and ironing table
- Safe

Bedroom M

- 1 queen size bed
- 1 wardrobe
- 2 table lamps
- Air conditioning
- TV
- 1 Painting
- 1 duvet
- 4 sleeping pillows
- 2 decorative cushions
- 1 bed runner
- Silk Curtains
- Velvet draperies



Appendix 2
LABELED PRODUCTS
Payable according to price list or label

Kitchen:

- Coffee (for professional Nespresso machine)
- Minibar Drinks
- Minibar Food

This list is not exhaustive and may slightly vary. For special wishes, please let us know before your arrival and we will make them available for you.

Appendix 3
TAKE-AWAY PRODUCTS

As many of our guests fall in love with our products, these are available for takeaway against charge.

- Bathrobe: 120 euro/piece
- Slippers: 20 euro/pair
- Towels 50 euro/piece
- Umbrellas: 30 euro/piece

Pillows, duvet, duvet covers and bedsheets are part of the accommodation and therefore they are not available for takeaway.

