



casapilot
SELECTED HOMES



VILLAS & FINCAS
ROMANTIC SUITES
LODGES & GÎTES
WELLNESS

casapilot.com

General Conditions

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info@casapilot.com

www.casapilot.com



A. The contracting Parties

CASAPILOT (hereafter referred to as CP), a registered trademark of Greenbox S.A., with its registered office in L-9952 Drinklange, Ëlwenterstrooss 26, Luxembourg, and registered in the Luxembourg trade and companies registry, registration number B 158.116, VAT no. LU24501486, and with the website <http://www.casapilot.com>, and which can be contacted via the following e-mail address info@casapilot.com and via the following telephone numbers:

Luxembourg +352 20 20 34 26 (tel)
Belgium +32 28 80 89 83 (tel)

and

The Tenant:

Name :
First name(s) :
No, Street :
Post Code, Town/City :
Country :
Tel/Mobile :
Fax :
E-mail :

Where the tenant is a company:

Company name :
VAT no. :
No, Street :
Post Code, Town/City :
Country :
Tel/Mobile :
E-mail :
Manager (Owner, Director):
Name :
First name :

have entered into a contract as follows:

B. The purpose:

Casapilot, hereafter CP, in its capacity as the owner's agent, offers its services as a booking intermediary via its website <http://www.Casapilot.com> for properties available for rent to customers. Customers may, by accepting these general conditions and complying with the obligations for which they are responsible, book properties through CP.

C. The parties' obligations

1. Obligations incumbent on the tenant

On booking via CP, the tenant immediately agrees to become the co-contractor of the respective owner. The tenant acknowledges that CP is not the owner of the property and has no obligations associated with ownership.

Under no circumstances may tenants seek to apply their own general conditions if such exist and whatever they may be.

Every booking made by the tenant via the CP website, by phone, or by email implies that they have taken note of and accepted these general terms and conditions, without the need for a handwritten signature of these terms.

The tenant accepts that CP has the right to ask for payment of the sums due for the booking, without prejudice to the tenant's right to cancel the holiday according to the procedures determined by these general conditions.

All bookings made by persons of diminished responsibility or below the legal age of majority in that person's country shall be deemed to be null and void, and the tenant will not be able to demand compensation from CP.

The contract with the owner applying to the rental of the property is made via CP's website subsequent to the following technical stages:

The tenant selects the accommodation and the period of the holiday available for the amount displayed. The tenant then clicks on the "book" button.

The tenant then enters his/her identity details and may if need be create a profile as a registered tenant. Personal data will be processed in accordance with Luxembourg legislation with regard to the protection of personal data.

The tenant determines the number of people who will stay in the property and selects any optional protection packages, in particular the Flexi-Cancellation option. The tenant undertakes to take out insurance covering rental risks and damage caused during the rental. This insurance is at the tenant's expense.

Once tenants have checked the data inserted and selected they may make the booking by confirming it by clicking on the "book" button. These booking steps can also be carried out by email or telephone.

Tenants are responsible for data supplied to CP and any wrong or false information is not binding on CP in any way and does not incur its liability. CP will only take data supplied to it during booking into account. Invoicing will be based on this data.

Tenants will have no right to occupy the property rented until they have paid all the rent and any additional costs. All bookings not paid for by tenants eight weeks before the holiday or according to the procedures and deadlines specified by CP are cancelled, except where special agreement is given to the contrary and in writing. Non-payment implies termination without the need for official notification or notice at the tenant's expense, such that the latter has no right to any sort of compensation.

If the booking is made more than eight weeks before the start of the holiday, the tenant must pay a deposit of about 30% of the total price of the holiday after receiving details of the payment procedures from CP in the booking confirmation. The remaining balance must be paid according to the procedures and payment deadlines sent to the tenant by CP.

In principle, and except for an exception made in writing by CP, the whole amount of the holiday must be paid immediately after confirmation of the booking in the case of a late booking (less than eight weeks before the start of the holiday).

The tenant must retain the confirmation of receipt on a durable medium so that it can be presented to the owner.

After confirmation of the booking, the tenant no longer benefits from the right to withdraw from or modify his/her booking, without prejudice to the right to cancel it by paying the fixed sum in compensation specified at point F of these general conditions, except where the cancellation is covered by insurance taken out for this purpose.

Tenants may transfer their booking to a third-party on the basis of CP and the owner's prior agreement, 15 days before the start date of the holiday. CP and the owner reserve the discretionary right to refuse to transfer the booking. In this case, the contract will be terminated as of right, without compensation, and the customer will pay CP the cancellation fees (point F).

The transferor and the transferee are jointly liable for the payment of the full price of the holiday.

Except where stipulated to the contrary, the security deposit is paid by the tenant to Casapilot in advance or the owner or the owner's representative at handover of the keys to the accommodation, up to the amount specified in the holiday voucher. Handover of the keys and entry to the accommodation may be refused by the owner or their representative in case of non-payment of the security deposit without any compensation being due to the tenant.

The tenant undertakes to use the accommodation with care and to comply with the specific obligations/house rules stated on the holiday voucher or imposed by the owner/manager either at the time of booking, before arrival, or on site. Should the tenant fail to comply with these obligations, they automatically agree that the security deposit or part of it may be withheld as compensation.

The start of the holiday and the time for collecting the keys is specified in the holiday voucher. Failing this, the time is between 16.00 and 18.00. The tenant undertakes to warn the owner in case of delay or if they will be early.

The accommodation shall be inspected by the tenant at arrival. In the absence of a written inspection report, it shall be presumed that the tenant has taken possession of the property in good condition and must return it in the same condition.

The end of the holiday is specified in the holiday voucher. Failing that, tenants must leave the accommodation before the time, indicated at the holiday voucher.

The holiday voucher gives details of whether tenants need to provide their own everyday items (toilet paper, linen, etc.). Where this is not mentioned, tenants must provide their own.

Pets are only accepted if the description of the house specifically says so. If no mention is made of this, it should be considered that they are refused.

If the provisions and information stated on the holiday voucher, as well as the rules imposed by the owner concerning house rules and the use of facilities on-site, are not adhered to, the tenant may be denied access to the accommodation without the right to compensation or may even be expelled from the property by the owner.

The tenant is subject to civil liability for damage he/she causes or which is due to his/her negligence or that of any person for whom he/she is responsible in accordance with general law. Under no circumstances can CP be held civilly liable for damage or losses caused due to malevolent actions, fire or any other offence committed by customers or third-parties.

Under no circumstances can tenants claim reimbursement or any compensation if the partial or full non-performance of the holiday is as a consequence of the tenant's actions, a case of force majeure or in case of the tenant's early departure.

2. CP's obligations as an intermediary

The offer presented by CP on its website is valid subject to the availability of the accommodation and CP's right to cancel the booking unilaterally without giving any right to compensation payable to the tenant. Bookings can only be cancelled unilaterally within 1 week (working days) as from the booking confirmation sent to the tenant by CP. Unilateral cancellation is in particular intended to avoid double bookings or bookings for accommodation that is not available in circumstances where the owner has not yet informed CP of its non-availability.

CP manages bookings and receives full payment of the cost of the holiday and is responsible for paying the rent to the owner.

After the tenant makes the booking, CP sends him/her confirmation that the booking has been received by e-mail, as well as a summary of the booking. The tenant must keep these in a durable form.

Before the start of the holiday and after payment of the full amount for the holiday, CP sends the tenant the holiday voucher which in particular gives details of the location and type of property, as well as the property reference, the period of the holiday with the start and end dates, the number of people in the tenant's group, as well as the procedures for paying any additional charges, the method of payment/reimbursement of the security deposit, as well as details of the person responsible for welcoming them and issuing the keys to the property. Tenants are advised that, for certain properties where special conditions are referred to on CP's website, the booking is only recorded subject to the owner's agreement and a possible increase in the security deposit.

CP incurs no personal liability due to the non-performance of the customer or owner of the obligations for which they are responsible.

CP incurs no personal liability in case of harm or damage caused to persons (owner or tenant or third-parties) or objects within the property or its surroundings.

CP incurs no personal liability due to the fact of the partial or total destruction of the property, or due to the modification of an essential element of the rental, CP not being responsible for the conditions imposed by the owner. No compensation is payable to tenants by CP. Tenants must deal with the owner.

3. The owner's obligations

Tenants are advised that owners are obliged in their respect to comply with the obligations set out in articles 1714 to 1762-2 of the Luxembourg Civil Code, except where stipulated to the contrary in these general conditions or referred to on CP's website or in the holiday voucher.

The owner is responsible for the origin of information placed on CP's website, in particular photos and the description of the accommodation. The owner is responsible for ensuring that the accommodation and its inventory correspond to the description he/she makes available to CP.

The owner is responsible for maintaining the property covered by the contract in a condition appropriate to the use for which it has been rented and for permitting the customer peaceful enjoyment of it for the term of the rental. The owner must carry out all the repairs that may become necessary during the rental period.

The owner is responsible for any harm caused both to the tenant and to CP should a double-booking occur. If tenants arrive and the accommodation is not available, the owner is obliged to compensate them. CP does not incur any personal obligation resulting from a double-booking.

The owner declares that he/she complies with all the legislation that applies to the property covered by the contract. The owner is subject to civil liability for any harm caused to tenants or their property due to defects not attributable to the tenant or the failure of the property or objects found within it to comply with safety standards. CP incurs no personal obligation in this respect. The owner must insure the property in accordance with current legislation and is responsible for all information supplied, or which needs to be supplied, to his/her insurer.

CP's liability is not incurred in any manner whatsoever for the harm caused either to the owner, or the tenant or any third-party. The owner assumes the risk for complaints made by the tenant.

The amount of any dammeg-charges deducted from the security deposit must be the subject of agreement between the tenant and the owner.

CP is not liable for disputes relating to the return of the security deposit should disagreement arise between the owner and the tenant.

D. Prices

The price payable to CP corresponds to the rent shown on the page presenting the accommodation published on the website <http://www.Casapilot.com> for the period concerned, increased by the cost of compulsory and optional costs.

Any additional charges relating to a property (holiday tax, etc.) shown on CP's website as well as in the holiday voucher are payable by the tenant who should pay them to the owner or his/her representative on-site, or in advance with the rental amount.

E. Termination/Cancellation of the contract

If CP cancels the contract, after the deadline of a week for the right of unilateral cancellation but before the start of the holiday and in circumstances where the tenant has paid all or part of the price, CP has the choice of offering another property of equivalent or superior quality or reimbursing all sums paid to CP by the tenant as quickly as possible.

CP reserves the right to dissolve the contract, without warning or compensation, before the start of the holiday, if the tenant does not comply with the payment procedures. In this case, the tenant should pay CP the fixed cancellation fee (point F).

F. Termination/Cancellation by the tenant

Should the contract be terminated by the tenant, outside the circumstances provided for by the Luxembourg Consumer Code, article L-221-3 § 2 and 3, that is, the right of retraction within 7 working days after entering into the contract, the tenant owes CP a fixed sum in compensation (booking costs and insurance premiums in addition) calculated as follows:

- termination/cancellation between the booking date and 56 days (exclusive) before the start of the holiday: 30% of the total amount of the holiday.
- termination/cancellation between the 56th day (inclusive) and the 28th day (exclusive) before the start of the holiday: 60% of the total amount of the holiday.
- termination/cancellation between the 28th day (inclusive) and the 7th day (exclusive) before the start of the holiday: 90% of the total amount of the holiday.
- termination/cancellation between the 7th day (inclusive) before the start of the holiday and after: 100 % of the total amount of the holiday.

The right of withdrawal within seven working days of concluding the contract does not apply to bookings with an arrival date within eight weeks. Free cancellation within this period is therefore not possible in such cases.

G. Applicable law and competent courts

The French version of the general conditions takes precedence in case of difficulty of interpretation linked to their translation into another language.

Should a dispute arise, Luxembourg Law alone applies and only the Diekirch courts are competent.

If a provision in this contract should be declared null and void, its invalidity will not lead to the other provisions in these general conditions being invalid.

These general conditions may be saved or printed by the tenant. However they may not be changed. In case of a discrepancy between the printed version and the version shown on CP's website, the version published on CP's website takes precedence.

Casapilot reserves the right to modify or update these Terms and Conditions from time to time. The applicable version can be consulted at any time on the Casapilot website. By using the services, the customer acknowledges and accepts the current version of the Terms and Conditions.