

## **General terms and conditions**

Where these general terms and conditions differ from the standard general terms and conditions of Mariasteen VZW, those set out here shall take precedence for all trade, services and/or contracts of, with and/or between the Middelpunt holiday residence, hereinafter the holiday residence, of the first part, and the counterparty in the broad sense, hereinafter the customer, of the second part.

### **General conditions for booking accommodation and stays at the holiday residence**

#### Article 1. Agreement

Unless expressly acknowledged and agreed to the contrary by the holiday residence in writing, and regardless of the customer's usual conditions of contract, reservation or other conditions, only the present 'general terms and conditions' shall form an integral and inseparable part of all trade, services and/or contracts of, with and/or between the holiday residence of the first part and the customer of the second part.

In consequence, and without exception, all mutual agreements are only mutually binding if confirmed in writing by letter or by fax. Middelpunt can renounce the confirmed reservation if the care needs of the client appear to be too high a risk for Middelpunt as well as for the client.

Any variation to the conditions acknowledged and agreed by the holiday residence conditions shall not affect the other conditions and shall be interpreted strictly.

#### Article 2. Price level, prices, currency

All our estimates are made in accordance with the information provided by the customer. All prices are net, expressed and payable in euro and subject to revisions resulting from decisions or measures taken by the public authorities which could necessitate a revision, including taxes. Special group tariffs are only valid if a group is composed of a minimum 8 people, on the day of arrival, or 8 persons paying. The holiday residence reserves the right to change the published rates to the standard rates should this lower limit not be met on the day of arrival.

#### Article 3. Terms of payment

Our invoices are payable on the invoice date without discount into the KBC bank account IBAN BE36 7380 3591 5381 (BIC KREDBEBB).

In the event of a failure to comply with the provisions below the holiday residence reserves the right to treat this as a unilateral cancellation by the customer with the related costs as described below under article 9.

Individual customers shall, on pain of automatic cancellation, pay a deposit on reservation, equal to 50% of the total due for the services reserved.

Groups and conference customers shall, on pain of automatic cancellation, pay an initial deposit on reservation, equal to 50% of the total due for the services reserved, the balance to be paid at least one month before arrival. If the invoice is unpaid or not paid in full within 8 days, the customer shall automatically be required to pay a penalty equal to 15% of the invoiced amount with a minimum of 50 euro and a maximum of 1250 euro. Failure to make payment shall in itself be adequate grounds for the payment of interest and a penalty. Payments after arrears in payment shall first be offset against interest and damages, and only thereafter on the invoiced sum. A failure to take possession of the accommodation made available, an incomplete and/or contested stay and/or reservation and/or service shall not in any event give grounds for a delay in payment.

In addition to the penalty mentioned above the customer shall be liable for all collection, dispute resolution and recovery costs incurred, even for accepted exchanges.

Any delay in payment shall give the holiday residence the right, unilaterally and without compensation to the purchaser, to annul all existing and not yet executed contracts and to stop the execution of any current contracts.

All residents of a room are personally jointly and severally liable for all obligations arising as a result of this reservation.

#### Article 4. Description

The descriptions and details from photographs in the brochure/on the web site are purely for information and not binding.

#### Article 5. Check-in and check-out

The reserved accommodation is available to the customer from 1530 on the day of arrival and shall be left by the customer no later than 10 a.m. on the day of departure.

The customer should check in on arrival at the holiday residence by showing her or his identity card or passport.

If a customer with a guaranteed reservation fails to arrive by 11 a.m. following the scheduled day of arrival, then the holiday residence shall automatically have the right to charge a penalty to the customer equal to the price of the first night's stay including any requested additional services, and to consider any longer contract as terminated.

#### Article 6. Guest list and menu options

Group customers undertake to provide a list of guests and any menu options in writing no later than 14 days before arrival.

Conference customers undertake to provide a list of guests, a room occupancy list, a definitive conference programme and any menu options in writing no later than 7 days before arrival.

#### Article 7. Free rooms

All rooms are to be paid for in full, unless expressly agreed otherwise in writing.

#### Article 8. Double reservation by customer

The customer undertakes to refrain from the practice of concluding different contracts with different holiday residences for one and the same event. Should the holiday residence become aware of a failure to comply with this gentlemen's agreement on the part of the customer, the holiday residence shall have the right to consider this as a unilateral cancellation by the customer with cancellation costs payable by customer as described in article 13, but with a minimum of 30% of the reserved services at the moment of notification by the holiday residence to the customer.

#### Article 9. Cancellation conditions

Cancellation between 29 and 8 days before arrival: 50 % of the amount of the reservation.  
Between 7 days and day of arrival: 100 % of the amount of the reservation.

For groups/travel agencies:

If the price for the reserved services cannot be accurately determined in the event of failure to take up the rooms, the cancellation fee is set at a minimum of 500 euro.

Article 1152 CC is applicable in this instance.

#### Article 10. Your pets

Your pets are not permitted in the room or in the common parts, car park or garage.

#### **Common provisions**

#### Article 11. Complaints

Any complaint concerning accommodation, goods, services, care provision and/or invoicing must as far as possible and as quickly as possible be notified by customer to the holiday residence, in order to offer holiday residence the chance of remedying the complaint immediately.

In any event the complaint must be made to the holiday residence, within eight days of the supply, service and/or invoice, by registered letter or with proof of delivery.

#### Article 12. Force majeure

In the event of force majeure, unforeseen events outside its control and/or exceptional circumstances, the holiday residence reserves the right to transfer any customer, without any form of compensation, to a partner holiday residence, where possible in the locality, in the same or a higher star category.

#### Article 13. Damage

All damage occasioned by the customer, to accommodation, furnishings, and/or others, belonging to or at the holiday residence or belonging to third parties with whom the holiday residence has a commercial relationship, shall thereafter be compensated for on acceptance of the report by the customer to the holiday residence in cash without dispute, no later than the customer's departure.

For vehicles left in the car park of the holiday residence, and in installations owned by third parties with whom the holiday residence has a commercial relationship, it is agreed that the holiday residence shall have no liability, on any grounds whatsoever, such as, without limitation, damage, theft and/or disappearance of the vehicle or of items attached to it or contained in it, as well as for example physiological injuries to customers or third parties caused by any person or object in these places.

The holiday residence is not responsible for personal objects deposited in the rooms during the period of residence, except in the cases determined by law (articles 952 to 1954 bis of the Civil Code). Valuables such as money, jewellery, etc. fall outside the responsibility of the holiday residence, unless they were expressly passed over to reception and made the subject of a deposit agreement. The holiday residence shall in no instance be liable to the extent that the damage, destruction or loss is attributable to:

- \* the guest or the person who is accompanying, in the service of or visiting the guest
- \* force majeure
- \* theft
- \* the nature of or a defect in the object itself

The holiday residence is not liable for vehicles and their contents. It is likewise not liable for animals and damage caused by them.

#### Article 14. Collaboration with third parties

In certain circumstances the holiday residence may call on third parties to provide medical and paramedical care.

These medical and paramedical services call under the professional liability of the care providers themselves, and will also be invoiced directly by them to the customer.

In this respect the holiday residence serves as only as a coordinator and cannot be held liable for these services.

#### Article 15. Disputes

Only the courts of Kortrijk shall be competent to resolve any dispute relating to the trade, service or contract, which shall be governed exclusively by Belgian law. Neither bills of exchange nor different payment methods shall alter this competence. The customer accepts these general conditions at the time of reservation, or at the latest on entry on the day of arrival. The customer declares that they acknowledge, understand and accept these conditions, and will also comply with the usual internal rules of the holiday residence and the instructions given to him/her by the holiday residence staff. The holiday residence shall have the right at any time and without notice withdraw catering and accommodation services from any guest if that guest repeatedly breaks the house rules or otherwise conducts him/herself in such a manner that disturb or could disturb peace and order in the accommodation and catering facility. The guest must then quit the holiday residence at the first request.

#### **Protection of personal data**

We protect your privacy.

The holiday residence records and stores the personal data of its customers only for the purposes of internal administration, particularly the identification of customers and also in order to meet its legal requirements under the law of 1 March 2007 containing various provisions (Moniteur Belge of 14 March 2007) and the Royal Decree of 27 April 2007 on the registration and inspection of travellers staying in tourist accommodation (Moniteur Belge of 18 May 2007).

The personal data provided by the customers may be passed on only to the police. Article 144 of the law of 1 March 2007 containing various provisions (Moniteur Belge of 14 March 2007) requires a provider of accommodation to make available the data recorded to the police so that it may be checked.

Any guest whose data are recorded and stored may access their personal data. For this the guest should make a request to the holiday residence in writing.