

## **GENERAL TERMS AND CONDITIONS OF VAN DER VALK HOTEL ANTWERPEN**

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## GENERAL PROVISIONS

### 1. Parties

The public limited company "**VAN DER VALK HOTEL ANTWERPEN**", REGISTERED IN THE Antwerp register of legal entities with company number **BE 0413.537.526** and registered office at Luitenant Lippenslaan 66, 2140 Antwerp, as well as all current and future companies affiliated with it and the accommodations and websites operated by it.

#### **Contact & "Reception"**

Available 24/7 by phone on +32 (3) 235 91 91 e-

mail: [info@antwerpen.valk.com](mailto:info@antwerpen.valk.com)

address: Luitenant Lippenslaan 66, 2140 Antwerp

hereinafter referred to as "**VAN DER VALK HOTEL**

**ANTWERPEN**" OR "**We**"

and

you as a Belgian customer in the capacity of a natural person (being an adult customer-consumer) or company on whose behalf we provide services and/or goods, whether or not for yourself or another actual beneficiary, hereinafter referred to as "**Customer**" or "**you**".

### 2. Definitions

"**Terms and Conditions**": all the provisions listed below, including appendices and the so-called "**House Rules**", which form an integral part of this and can also be reproduced separately.

"**Reception**": the reception desk and staff members present there, to which you can address questions, orders or complaints in person or using the contact details mentioned above.

"**Guest**": any person or persons who are at the hotel, whether or not at your invitation.

"**External Provider**": any external party through whom you make a booking with VAN DER VALK, who you confirm and/or pay for, whether or not via the platform of the External Provider, such as but not limited to Booking.com, Hotels.com, Trivago, Expedia, HRS, travel agencies, ...

"**Services**": any form of service that we provide to you, in the broadest sense of the word, as well as our administrative, promotional and accounting processes.

"**Goods**" means all materials and goods that we supply to you either free of charge or for a fee.

"**Accommodations**": all the spaces in and around our hotel that we make available and the specifications of which are described in detail on the Website, as well as appurtenances and common areas:

"**Rooms**": the single rooms, double rooms, family rooms and suites that we rent out for overnight stay

"**Rooms**": the banquet and meeting rooms that we rent out for the organisation of various events

"**Office Space**": the specific spaces that we rent out for professional use as office space;

"**Facilities**": the optional extras that we offer, whether free of charge or at an additional cost, such as, but not limited to, use of Wi-Fi, relaxation facilities, gym, swimming pool, bicycle rental,...

"**Restaurant**": the restaurants and bars operated by VAN DER VALK, including "Bistro Stiel" and "Joe's"

"**Website**": the website <https://www.vandervalkantwerpen.be/> and any alternative domain thereto operated by VAN DER VALK.

**"Applications"**: all software, APIs and Applications that we use and/or offer before, during and after the agreement, and that are developed and managed by third parties, for example for online reservations, chatbots, payment solutions, etc.

### 3. Application & Validity

**§1** These Terms and Conditions apply to any agreement you enter with VAN DER VALK, in the broadest sense of the word, to the exclusion of your own terms and conditions.

**§2 If you place an order through a Third-Party Provider, you acknowledge and accept:**

- that the Third Party Provider is responsible and liable for the services it offers to you (e.g. for the booking and payment process) to which we are not a contractual party. We are only responsible for the Services we provide to you and your actual stay;
- we have no influence or control over the service or processing speeds of Third Party Providers and will not be liable for any errors, complaints or overbookings resulting therefrom;
- that the terms of use and the privacy and cookie policy of the Third Party Provider apply to the services you purchase from them. Our Terms and Conditions, including the cancellation policy, apply as soon as we have accepted and reconfirmed your booking.

**§3** In case of doubt or conflict, the original Dutch version of the Terms and Conditions shall prevail, unless local law requires otherwise.

**§4** If one or more provisions are null and void or illegal, you should read them as valid provisions whose result is as close as possible to the original intention of the invalid or void provision or the spirit of the contract. Other provisions remain in full force.

**§5** If specific conditions, discounts or cancellation conditions apply to an offer, which deviate from the provisions below, then:

- the special conditions take precedence over the general conditions;
- the deviating agreements are explicitly stated with the offer in question and/or confirmed by us in writing;
- the other provisions of these Terms and Conditions will continue to apply in full.

**§6** These Terms do not apply to

- purchase of Goods through the e-commerce website <https://www.valkstore.nl>, subject to the terms and conditions set out in [https://www.valkstore.nl/pages/algemene Terms and Conditions](https://www.valkstore.nl/pages/algemene-Terms-and-Conditions);
- agreements that you enter with us as a non-Belgian customer, to which other terms and conditions apply that we provide to you at the start of the agreement.

**§7** Offers, agreements and promises made by third parties are only valid after our explicit acceptance and confirmation.

### 4. Acquaintance & acceptance

**§1** You can consult and accept these Terms and Conditions in several ways. You can consult them freely on the Website or request a copy on a durable medium by e-mail or at the Reception. We also refer to the applicable terms and conditions during online booking processes (whether or not via mandatory click action) and in various communications such as digital booking confirmations.

**§2** Any acceptance of our offer (e.g. booking, payment, ...) implies your acceptance of these Terms and Conditions. If you do not agree to our Terms and Conditions, please do not use our platform or offer.

**§3 Bookings made online or by e-mail will be confirmed by us in writing.** You understand that we can never guarantee the effective reception of digital communications 100% (e.g. due to delayed internet traffic, malfunctions or incorrectly provided e-mail addresses). Not receiving a booking confirmation, quote, payment request, etc... does not entitle you to terminate the agreement or to withdraw from the obligation to pay.

**§4** You understand and accept that verbal bookings (e.g. by telephone or at the reception desk) and verbal requests (e.g. ordering optional Services or Goods at the Reception or telephone restaurant reservations) have the same value as written and are therefore considered a valid agreement. Such verbal requests will be confirmed in writing as far as possible, but you acknowledge that this is not always possible for practical reasons.

## 5. Amendment clause

**§1** Bookings made will be arranged in accordance with the Terms and Conditions in force at the time you made the booking.

**§2** We may change our Terms and Prices at any time, but not to your disadvantage during an ongoing agreement.

**§3** If the changes concern limited linguistic adjustments or legally required changes (e.g. increase in excise duties), the amended conditions will take effect automatically and without prior notice. We will first submit significant changes to you, after which you have the right to accept or refuse them and, in that case, to dissolve the agreement, without being entitled to compensation.

## START, NATURE AND END OF AGREEMENT

### 6. Start & Duration

**§1** The agreement starts as soon as you accept an offer from VAN DER VALK, for example via a booking and AFTER we have accepted it verbally or in writing. If this has not happened, we are not bound to you or your participants in any way and we may consider your booking or event as non-existent and to release/make available the intended Accommodations to third parties. You acknowledge that any acceptance constitutes an obligation to pay and that any (advance) payment implies the automatic commencement of the Agreement and your acceptance of these Terms.

**§2** Unless explicitly agreed otherwise, our agreements are always of a fixed duration, with the start and end periods explicitly stated on the booking confirmation. The agreement ends automatically on the stated end date or at your check-out from the Hotel.

### 7. Obligation to make efforts

**§1** We provide our services to the best of our ability, in accordance with the usual practices in our industry and the level of quality that you can reasonably expect from us. A collaboration with VAN DER VALK can always be regarded as an obligation to perform to the best of one's ability, not as an obligation to achieve a result.

### 8. Force majeure

**§1** In the event that we are unable to fulfil our obligations due to temporary or permanent force majeure, we may dissolve the agreement. Force majeure includes all circumstances that cannot reasonably be influenced by us such as and not limited to pandemic, threat of war, strikes, traffic obstructions, exceptional weather conditions, fire, delayed or incorrect delivery by third parties, etc... In the event of such force majeure situations, we will notify you as soon as possible and refund to you any amounts already paid, without additional compensation, for the Goods and Services that we have not yet delivered.

## 9. Termination & Termination Compensation

§1 Agreements may be suspended or dissolved extrajudicially without the right to compensation:

- in the event of force majeure;
- if you do not respect the obligation to pay or the House Rules;
- you or we fail to perform our contractual obligations;

§2 We will confirm each dissolution in writing, stating reasons and as soon as possible, whereby you remain obliged to pay debts incurred before the dissolution date. If Services or Goods have only been partially supplied, we may charge for them separately.

## 10. Right of withdrawal

§1 If you are a consumer according to art. I.1; 2° ELC and not a company or legal entity, you have the right in certain cases to cancel an agreement without giving a reason and within a period of 14 calendar days after the commencement date. **However, the right of withdrawal does NOT apply to "accommodation other than for residential purposes, transport, car rental services, catering and leisure services, if a specific date or period of performance is provided for in the contracts" (in accordance with VI. 53, 12° EL).** **You can therefore not invoke the right of withdrawal for hotel stays, restaurant reservations or room rental at VAN DER VALK.**

## BOOKING ROOMS

### 11. Booking

§1 You can book Accommodations in different ways:

- via the VAN DER VALK Website(s), the Reception, by telephone or via E-mail;
- via (the platforms of) Third Party Providers;

§2 We do not accept reservations or bookings via social media.

§3 We reserve the right to refuse reservations or bookings without giving a reason. This may happen, for example, if the booking appears to come from a fraudulent profile, from minors, if the Accommodations you have booked are unavailable or if we have previously refused you access to our Hotels (for example, after violating the House Rules).

### 12. Booking rooms for multiple / other residents

§1 If you want to offer your guests the opportunity to book rooms themselves, please provide us with a detailed list with the following information at least 14 days before the first planned arrival date:

- the number of rooms you want to place as an option;
- the room types and the expected occupancy per room (single, double, etc.), etc.);
- For each room, some personal data of the stayers (surname, first name, nationality).

§2 Procedure:

1. Upon receipt of the aforementioned data, we will place the requested Rooms in option for the specified period of time that we will notify you in advance;
2. You or your Guest (depending on what has been agreed) will receive a confirmation email with a payment request to finalize the booking.

§3 As soon as the proposed option period expires, we will release the Chambers again. In that case, your guests can only reserve Rooms subject to availability and at the room rates applicable at that time.

§4 If your guests have booked their Room, but do not pay for it or do not show up, the reserved Room will be charged to the person who requested the option for the (group) reservation.

### 13. Identification information and duty to cooperate

§1 As a Hotel, we are legally obliged to verify the identity of our Guests in order to prevent identity fraud and money laundering. Each person who makes a booking is responsible for entering correct identity details of the Guests/Stayers concerned and for having obtained their consent to do so. Upon check-in, each Guest must also present a valid ID (with photo) from which we will take some strictly necessary information.

§2 You are obliged to cooperate fully if we are subject to an anti-fraud or anti-money laundering check.

§3 We also reserve the right to investigate suspected fraud or abuse ourselves and, in case of doubt, to refuse or cancel bookings without being liable for compensation.

## CANCELLATION POLICY

### 14. Cancelling/changing bookings

§1 The cancellation policy below applies to every reservation at VAN DER VALK, both for the rental of Hotel Rooms, Rooms and for reservations in our Restaurants.

§2 By "cancellation" we mean a cancellation of an entire booking. If only some Rooms or tables within a booking are cancelled, we call this a "change".

§3 If different cancellation conditions apply, these will always be displayed with the respective offer or in the booking confirmations. This may be the case, for example, with temporary promotions, booking conditions of External Providers, VALK LOYAL benefits or cancellation insurances.

### 15. Procedure to change or cancel bookings

§1 You must report any request for change (e.g. increase or decrease in the number of guests/rooms or change in the dates of stay) and any cancellation as soon as possible, in writing or via a digital link that we provide you with for this purpose.

§2 A change or cancellation is only valid once it has been confirmed in writing by us. If you wish to change your booking, we may (i) accept or refuse the change, (ii) offer the change free of charge or charge a cancellation fee based on the cancellation fees mentioned below.

**§3 Any form of "no-show", regardless of the reason, does not count as a valid cancellation. In such a case, the total price of the reservation made remains due in full.**

### 16. Termination fee & costs

§1 Unless explicitly stated or agreed otherwise, in the event of cancellation or a change in the number of guests, participants and/or rooms, you will owe a fixed termination fee as follows:

- **Up to and including 85 days before the first planned arrival date**, all or part of the reservation can be cancelled without cancellation costs
- **Between 85 and 60 days** before the first planned arrival date, 75% of the number (rooms, rooms, participants) can be cancelled without cancellation costs. Any additional cancellation will be charged at the contractual price.
- **Between 60 and 45 days** before the first planned arrival date, 50% of the number (rooms, rooms, participants) can be cancelled without cancellation costs. Any additional cancellation will be charged at the contractual price.
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- **Between 45 and 30 days** before the first planned arrival date, 25% of the number (rooms, rooms, participants) can be cancelled without cancellation costs. Any additional cancellation will be charged at the contractual price.
- **Between 29 and 15 days** before the first planned arrival date, 10% of the number (rooms, rooms, participants) can be cancelled without cancellation costs. Any additional cancellation will be charged at the contractual price.
- **Less than 15 days** before the first scheduled arrival date, a fixed cancellation fee is due, being 100% of the price of the cancelled room reservations.

§2 We are always allowed to send Guests to another and equivalent Van der Valk location up to the day of arrival (only valid on specific agreements).

§3 We do not charge any administration fees for processing changes or cancellations. Costs already incurred and mandatory contributions (such as tourist tax, environmental taxes, etc.) will always remain due by you/will not be refunded.

#### 17. Unavailability or change by VAN DER VALK

§1 It can always happen that Accommodations booked by you are no longer available, for example in the event of overbooking due to intermediate or simultaneous bookings via External Providers or as a result of urgent repair work. In such a situation, you have the choice:

- to cancel the planned booking free of charge, whereby we will immediately refund any sums already paid;
- OR to accept our proposal to transfer the booking to another Van Der Valk hotel or a nearby establishment of the same or better category. We will pay any price difference for the hotel rooms and the transfer costs (e.g. taxi). You do indemnify us against any claim that may be formulated by your participants or guests against VAN DER VALK, because we cannot make the provided Accommodations available.

§2 Unavailability or changes by VAN DER VALK do not entitle you to additional compensation.

### SPECIFIC PROVISIONS FOR HOTEL STAYS

#### 18. General check-in & check-out times

§1 Unless specifically agreed otherwise, **check-in is possible from 15:00 local time** on the arrival date. If you or your guests arrive earlier, we will do our best to make the room available earlier, without being obliged to do so. If you want absolute certainty to have the room earlier, this can only be done by booking the paid option "early check-in" or by also booking the previous night.

In a traffic jam or a little later for another reason? Thank you for notifying us as soon as possible to avoid "no-show" charges.

§2 **Check-out must be done before 12:00 local time** . In case of late check-out (up to 17:00 local time), an additional cost is due. Late check-out is also always subject to availability and cannot be guaranteed in any way.

§3 The above mentioned check-in/check-out times apply both individually and at group level.

§4 Deviations from the standard check-in/check-out times are possible:

- provided that you request this in advance, whereby we may accept or refuse the deviation and may or may not charge an additional cost per hour or part of the day started;

- provided you have booked a specific option for this (e.g. "late check-out").

§5 Early departure never entitles you to a refund of Room Rates, nor of legal costs such as tourist tax or other government levies. Any remaining nights that you would not take will be charged at the contractually agreed rate.

## 19. Children & adolescents welcome

§1 Our Accommodations are designed to meet the common expectations of adult guests. Children are certainly welcome, but only when accompanied by an adult.

§2 Thank you for reporting the presence of children in your reservation/booking and for passing on any necessary and/or paying options such as a cot in the room in time.

§3 Unaccompanied adolescent minors can only be admitted with the written consent of a parent or guardian.

## 20. Pets welcome

§1 Guide dogs and assistance dogs are always welcome. Thank you for reporting the presence of service dogs with every booking so that we can provide them with the place they deserve.

§2 In specific rooms, small pets such as dogs or cats up to a maximum of 20 kg are welcome. Unfortunately, our accommodations are not equipped for other animal species.

§3 The following conditions apply to all pets:

- You must report the presence of pets before completing the booking. This way we can take this into account when selecting rooms and keep other rooms pet-free and anti-allergenic;
- maximum 1 pet per room;
- pets do not remain unattended in the Chamber;
- your pets do not cause any nuisance to other Hotel guests;
- in common areas such as stairwells and corridors, keep pets on a leash at all times or place them in a locked (transport) box;
- pets NEVER sleep on the bed or on seats, not even in a basket;
- due to HACCP standards, we do not allow pets in our restaurants (even if you bring them in a handbag or baby carrier).

§4 **For each pet we charge an additional cost of 15.00 € / pet / day.** This covers, among other things, the extra cleaning costs.

## 21. Disabled

§1 Our Hotels are fully wheelchair accessible and we also have some adapted disabled rooms available. Please let us know in advance which points of interest we can consider to make your stay as comfortable as possible.

## SPECIFIC PROVISIONS FOR OUR RESTAURANTS & EVENT CATERING

## 22. Menus & ingredients

§1 Thank you for reporting specific points of interest such as allergies, vegetarianism, veganism, etc. to us in a timely manner. We make every effort to take this into account, but reserve the right to refuse certain requests or to charge additional costs for this.

§2 Because we use fresh ingredients, certain menu options may no longer be available. In that case, we will be happy to propose an alternative dish. Depending on the market prices, our suggestions or alternative proposals may be subject to adjusted prices.



## 23. Event catering

§1 For event catering, we make clear agreements with you in advance, which we summarize in the special terms and conditions to be signed by you, which take precedence over the general ones.

## SPECIFIC PROVISIONS FOR ROOM RENTAL & EVENTS

## 24. General and deviating agreements

§1 For the rental of (meeting) rooms and events, the following provisions are to be regarded as general rules. If this is deviated from, we will confirm the mutual agreements made to you in advance by means of a written quotation and/or booking confirmation.

§2 The names of our (meeting) Rooms are only exemplary and in no way binding. We may change the name of our Rooms at any time, unilaterally and without obligation.

## 25. Start and end times

§1 For Room Rental, we determine the start and end time for the event in mutual consultation, after which we confirm it in writing. You accept that we will charge you for all additional hours or other expenses resulting from non-compliance with the agreed timetable.

§2 If the end time is exceeded, we may require you to end the event, without having to pay you any compensation.

§3 Early termination by yourself or several participants that is lower than anticipated does not entitle you to a discount or refund.

## 26. Number of participants

§1 For safety reasons, it is **not permitted to exceed the maximum occupancy**.

§2 In the event of significant changes or increases in the number of participants, we will do our best to propose a suitable solution, for example by offering additional Rooms or moving the event to another Van der Valk Hotel. We are not obliged to provide any financial compensation in this case.

§3 A reduction in the number of participants never entitles you to any form of discount or refund. Any price adjustments are only possible in consultation with VAN DER VALK, whereby we have the right to accept or refuse them.

## 27. Audio-visual and EDP equipment

§1 If we provide audiovisual or EDP equipment, then:

- you must use it carefully and correctly throughout the duration of the event;
- you will be deemed to have received the equipment in good condition and you must report any defect, defect or damage immediately upon receipt/commissioning;
- you must immediately report and compensate yourself or your participants for any damage.

§2 If you use your own or rented sound systems, then:

- you must notify us in advance, with the right to allow or deny this use;
- we are not liable for any loss, theft or damage. You must take the necessary measures to secure, protect or insure your materials;

§3 In the case of electronically amplified sound, you must comply with the applicable legislation on noise standards and not exceed the maximum permitted volume of 95 decibels. Are you also thinking about hearing protection for your guests?

## 28. Your obligations as an event organizer

**§1** You are obliged to obtain the necessary information and apply for authorizations from competent authorities and to follow all applicable and local legislation as well as safety measures. If we provide information from partners, governments or third parties, this is always indicative and does not guarantee that the content will be correct.

**§2** As an organizer, you are personally responsible for all consequences of actions by yourself and/or your guests, whom you must also inform in advance about the applicable rules of conduct and house rules. In any case, you and your participants are jointly and severally liable, one in the absence of the other, obliged to compensate for any damage caused by you or your participants. You must also indemnify us against any claim (both in principle, interest and costs) that VAN DER VALK may formulate against you or other guests, for damage or nuisance that they may experience as a result of your event and/or the attitude, behavior or negligence of yourself or your guests.

**§3** You must take out insurance with an approved Belgian insurance company to cover your liability as an organizer for the planned period of the event. We strongly recommend that you also take out insurance for damage, vandalism and theft. In each insurance file, the deductible always remains at your expense.

**§4** You must ask for our permission before the event to:

- using walls, floors, tables, ... in the hall;
- post posters, signs, flags, or other advertising materials;
- entertainment, whatever its nature, during your event.

**§5** You must remove all your belongings in a timely and complete manner within the agreed end time.

**§6** You appoint a responsible person who supervises the general course of the event and is always available for whom you provide us with the contact details in advance. We may carry out checks at any time during your event. If we believe that your activities violate safety standards, local laws, our Terms and Conditions or our House Rules, we may stop the event and also notify authorities or emergency services if necessary.

**§7** If you, as an organizer, hire external security staff, the hired security company must be licensed by the Ministry of the Interior and the staff must comply with the law on security companies, security companies and internal security services of 10 April 1999, concerning training. The number of people, their name and whether they are armed must be communicated to us in writing in advance.

## 29. Forbidden

**§1** In the reserved Halls as well as in adjoining rooms and common areas, it is FORBIDDEN to:

- exceed the maximum number of people allowed;
- to apply flammable decoration or decorations;
- use fasteners that can cause damage (e.g. nails, thumbtacks, tape, etc.). In consultation, attachment with painter's tape, quick ties (tie wraps) or easy-to-remove adhesive tape is possible, but not on painted surfaces, door jambs or windows;
- organize events for the glorification or dissemination of ideological, illegal or extremist ideas;
- to take actions that prevent normal hotel activities or that disturb the peace and privacy of other Hotel guests or staff members;

## VAN DER VALK BUSINESS CENTER

### 30. Office spaces

§1 The addresses, characteristics and rental prices of the range of office spaces and meeting rooms in the Van Der Valk Business Center are described in detail on the website: <https://www.vandervalkantwerpen.be/bereikbaarheid/business-center>.

### 31. Duration and termination of the lease

§1 The agreement is concluded for a fixed period, i.e. a period of 12 months.

§2 From the 13th month onwards, you can terminate the agreement at any time, provided that you notify this in writing and with due observance of a notice period of 3 months. If you do not give notice, the rental contract will be tacitly renewed for an indefinite period of time under the same conditions and the same notice period of 3 months. The notice period starts on the first day of the month following the date on which the registered letter is sent.

§3 At the start of the lease, an inventory of fixtures and fittings is drawn up, which is signed by both parties. You also pay a deposit which we will refund to you within 2 months after the end of the rental period after deduction of any costs for damage or other payments that you owe to us under the agreement.

### 32. End of rent

§1 Upon termination of the lease, you are obliged to:

- leave the property undamaged, broom clean and free of all personal belongings;
- formally change the correspondence address and/or registered office within 30 days and provide us with written proof of this;
- fully cooperate in drawing up the outgoing inventory of fixtures and fittings before the end of the rental period and to reimburse half of the costs for this inventory.

§2 Goods that you leave behind after termination of the agreement may be removed by operation of law and without notice at your expense and risk, or considered to have been acquired.

### 33. Price

§1 The rent is an all-in price per square metre that you pay monthly by direct debit. This price includes: rental, use of Wi-Fi, common reception service. Additional costs for optional services (e.g. catering, fixed parking space) are charged separately.

§2 The rent and any annual indexation are stated in the separate rental contract and any special conditions, which you receive, sign and accept before the start of the lease.

### 34. Destination and use

§1 You declare that you will only use the leased property as office space and that you will not change its purpose. In any case, the space may not be used as a residence/domicile address or as an activity that does not result in commercial lease.

§2 The address of the rented property may only be used as a registered office with our explicit permission and subject to payment of the monthly fee.

§3 Unless explicitly agreed otherwise, it is not permitted to:

- make changes to the building with lasting impact;
- publicity to the building;
- house pets in the building;

- sublet all or part of the rented property or transfer your rights and obligations to third parties.

### 35. Your obligations

§1 You must have professional liability insurance for damage to third parties as a result of your professional activities. For the building and the liability of the users, we have already taken out a multi-risk insurance for which you will receive the coverages and limits on request. You do not need to take out separate tenant liability insurance for the office spaces and infrastructure that you rent or use in the Valk Business Center.

## PRICES & DISCOUNTS

### 36. Price display

§1 The prices on our Website(s) may vary according to the dates of stay you have selected (high season/low season). The prices are always indicative until the booking process is fully completed. The final price is the one that appears in the payment screen at the end of the booking process.

§2 We are not responsible for manifestly erroneous representations of offers, services or prices due to incomplete or outdated information, printing errors or for deviating colour displays, neither on our own website nor on those of third-party providers. Images may also contain elements that are not included in the price, and colors may differ from reality because they depend on your screen settings, among other things.

### 37. Included/not included

§1 Unless explicitly stated otherwise, our prices are in euros and include all costs that you are obliged to pay, such as statutory taxes or environmental taxes. Tourist tax is shown separately.

§2 Temporary offers, discounts and promotions that take place under specific conditions are displayed separately with the respective offer.

§3 Prices for optional extras are charged separately. Such additional costs apply, for example, to: meals, meeting facilities and so-called on-demand services such as Room Service, extra cleaning, taxi service, bicycle rental, use of self-service laundry room, etc.

### 38. Discounts

§1 You understand and agree that we have no influence or control over the loyalty programs, discounts or benefits of Third Party Providers. We are not responsible for any consequences of this, for example due to changed or cancelled bookings.

§2 You enter a digital promotional or discount code during the online booking process, after which the discount is immediately applied in the shopping cart. Such codes can only be used once.

### 39. Gift Cards and Vouchers

§1 For gift vouchers issued by VAN DER VALK, the conditions as described on <https://www.valkcadeaucard.nl/apply>.

§2 Gift cards, regardless of which party issued them, can never be exchanged for cash.

## PAYMENTS & INVOICING

### 40. Payment terms

§1 The payment term is always stated on the booking confirmation. In principle, and unless otherwise agreed, the following general and/or possible payment terms apply:

- Deposit:
  - Advance payment of 80% to be paid at least 30 days before the start of the event. 20% will be requested 14 days before arrival.
- Hotel stays:
  - direct payment during the online booking process;
  - payment on the spot at check-in at the Hotel;
  - deferred payment subject to prior payment guarantee via credit card;
  - for companies: payment afterwards by bank transfer after receipt of invoice.
- Room rental: advance payment of 80% to be paid at least 30 days before the start of the event. The balance at the end of the activity or on the due date of the invoice if such subsequent payment by invoice has been granted.
- rental price Office spaces via monthly direct debit for which you sign a mandate or via payment by bank transfer after receipt of invoice;
- other invoices payable within 14 days of the invoice date.

§2 You are responsible for ensuring that the payment or credit card details you enter are correct and that there are sufficient funds available to debit the amount due. You must also verify that payments have been made correctly and debited from your account. We are not liable for payments that have not been successfully completed for any reason.

#### 41. Payment

§1 Payments can be made via:

- online payment via the Website, where our payment provider "Adyen" encrypts all payment data via a secure SSL connection. Critical payment data is not stored by us;
- via debit or credit card;
- via American Express
- by bank transfer to the BNP Parisbas Fortis account: **IBAN BE57 0017 7135 9335** | SWIFT/BIC **GEBABEBB**;
- cash payment at the Hotel up to the legal maximum amount of € 3,000.00 and only upon presentation of a valid debit or credit card as a means of verification;

§2 We do not accept:

- American Diner;
- Cheques;
- prepaid credit cards.

§3 Making an online payment or entering payment card details implies your irrevocable consent to debit payments via the payment card or application provided.

#### 42. Currency

§1 We reserve the right to accept or refuse refunds in currencies other than euros at our sole discretion.

#### 43. Invoicing

§1 The billing address as stated in the contract is binding for the invoice. Changes must be made before the start of the event or overnight stay.

§2 Invoices are only sent by e-mail. Non-receipt does not entitle you to a deferral of payment or withdrawal from the payment obligation.

§3 The person or company that made the booking guarantees the payment of the entire invoice. In the event that we split the invoicing at your request to one or more guests, participants and/or organisers, you and the participants concerned will remain jointly and severally liable, one in the absence of the other, liable for payment of all amounts owed by the parties involved, both in principal, interest and costs.

#### 44. Late payment

§1 An invoice is only considered paid once the full amount has been received in our account. You must verify that payments have been made correctly and debited from your account. We are not liable for payments that have not been successfully completed.

§2 If we do not receive the advance payment or the full advance payment within the agreed period, we may cancel the booking and release the Accommodations back to third parties without having to pay any compensation.

§3 You must inform us as soon as possible of any insolvency risks, debt mediation and any scenario that may affect, suspend or prevent punctual and full payment to any extent, with contact details of any third parties involved.

§4 You accept that we may withhold goods and belongings that are in the Hotel or associated areas as a guarantee for payment of sums due.

#### 45. Invoice collection

§1 If the payment term is exceeded, for whatever reason, we will start a collection process, whether or not via an external party to whom we transfer the necessary customer data for this purpose. You are obliged to pay full compensation for extrajudicial and/or judicial collection costs.

##### Invoice collection from consumers in accordance with Book XIX of the ELC

§2 If the payment term has been exceeded, you will first receive a free payment reminder and a payment term of 14 (fourteen) calendar days. This period starts on the calendar day following the date of sending the reminder by e-mail on the third working day after sending it by post.

§3 If the term is exceeded, the following collection costs become due by operation of law:

- **Late payment interest** according to art. 5 Law of 2 August 2002 on combating late payment in commercial transactions:  
[https://financien.belgium.be/nl/over\\_de\\_fod/structuur\\_en\\_diensten/algemene\\_administraties/the\\_saurie/rentevoet\\_betalingsachterstand\\_handelstransacties](https://financien.belgium.be/nl/over_de_fod/structuur_en_diensten/algemene_administraties/the_saurie/rentevoet_betalingsachterstand_handelstransacties)
- **One-off lump sum damage clause**
  - 20,00€ for debts less than or equal to 150,00€
  - €30.00 + 10% on the outstanding amount in the tranche between €150.01 and €500.00
  - 65,00€ + 5% on the outstanding amount in the tranche above 500,01€ with a maximum of 2.000,00€
- **Fixed reminder cost** of €7.50 per letter plus postage, for each letter from the 4th reminder per calendar year.

§4 You have the right to request additional information about invoices or to dispute the invoices and to request a payment plan, which we may allow or refuse. You must provide us with a written and motivated request within 14 days. After that, we or the debt collectors appointed by us temporarily suspend the collection procedure in accordance with the statutory deadlines of Book XIX - Code of Economic Law. You must report any debt mediation immediately.

### **Invoice collection from companies**

**§1** For contracts between companies, the legal provisions on invoice collection in commercial transactions, including the provisions on interest due according to Art. 5. Payment arrears Act dd. 02/08/2002, applicable.

**§2** In the event of late or incomplete payment, a lump sum compensation is due and payable on the amount due from the due date of the invoice, ipso jure and without prior notice or notice of default. This damages clause amounts to 10% of the principal sum with a minimum of €50.00, plus fixed administration costs amounting to €12.50 and again increased by any bank, postage and/or transaction costs and procedural cost indemnity insofar as applicable. All this without prejudice to our right to claim higher compensation provided that we can prove a higher actual damage.

### **46. Refunds & reciprocity clause**

**§1** Refunds are made using the same means of payment as the original transaction, unless you expressly provide other payment information. We do not charge interest, transaction or administration costs on refunds.

**§2** In addition to monetary refunds, we may also propose compensation via vouchers to you, which you can accept or refuse.

**§3** Refunds will be made as soon as possible and at the latest within 14 (fourteen) days.

**§4** In accordance with art. VI.83 ELC. 17°, you as a Customer-Consumer are entitled to equivalent compensation if we do not fulfil our obligations. If we owe each other any compensation or refund, the amounts set out in these Terms will apply to both parties.

## **WEBSITE & VALK ACCOUNT**

### **47. Website**

**§1** We may modify, restrict, or expand the form and content of our Website(s) at our sole discretion.

**§2** Although we make every effort to ensure that the Website and its applications function optimally and securely, any malfunctions, interruptions, loss of data or unintentional spread of viruses or malware can never be ruled out. You cannot hold us liable for this.

**§3** By using certain Applications, which are developed and managed by third parties, you acknowledge and accept that these applications may apply different terms of use, cookies and data management than we do. You decide whether or not to use such applications.

### **48. Account and passwords**

**§1** You are responsible for keeping your login details and passwords confidential and not sharing them with third parties. We do not have access to your login or password.

**§2** Valk Accounts are intended for personal use. You may not share your account with people who are not part of your family.

## **PRIVACY, COOKIES & INTELLECTUAL PROPERTY**

### **49. Privacy & Cookie Policy**

**§1** We collect and process your personal data for the purpose of executing the agreement, handling complaints, collecting invoices, promotional or informative communication, customer management, accounting and direct marketing activities in accordance with Belgian law and the General Data Protection Regulation (GDPR). The legal bases are the

performance of the agreement, the fulfilment of legal and regulatory obligations and/or the legitimate interest.

§2 We treat your personal data confidentially and will not pass it on, rent or sell it to third parties without your explicit consent.

§3 You have the right to inspect and correct your personal data, to object free of charge to the use of your data for direct marketing purposes and to request information about our privacy policy. This can be done by means of a written and dated request with the submission of a valid proof of identity.

§4 The full privacy and cookie policy can be consulted online:

- Privacy Policy: <https://www.vandervalkantwerpen.be/privacy>
- Cookie policy: <https://www.vandervalkantwerpen.be/cookies>

## 50. Intellectual

§1 All documents, images, texts, designs and all other intellectual works made by VAN DER VALK, regardless of form, remain our property. It is not permitted to distribute, copy, publish or use it in any way yourself or with the help of third parties without our explicit prior permission.

§2 If we display or transmit information from partners, government agencies or third parties, this is indicative without guarantee of correctness in terms of content.

## LIABILITY, COMPLAINTS & DISPUTES

### 51. Liability

§1 The person making the booking is jointly and severally liable for any loss, damage, theft or any other damage that arises as a direct or indirect result of the stay, regardless of whether it was caused by his own actions or by the actions of third parties who are in the Hotel through his or her actions.

§2 You indemnify us against any claim that your guests or participants may make against us for unavailable Accommodations.

§3 In accordance with Art. VI.83, 13° CEL, we are only liable for direct damage that would be the result of non-compliance with the obligation entered into or caused by intentional gross negligence, negligence or fraud by VAN DER VALK and/or our appointee(s).

§4 Any liability of VAN DER VALK and/or our appointee(s) can only be invoked up to the extent of the coverage of our civil or professional liability insurance. We will provide you with additional information about the guarantees and limit amounts on request. If our civil or professional liability insurance does not cover the damage, our full liability, both contractual and non-contractual, is limited in principal, costs and interest to the compensation including VAT that is due to us in the file for which the liability is retained.

§5 We are NOT liable for:

- the services, discounts and benefits of Third Party Providers;
- manifestly erroneous representations in offer or prices;
- damage, theft or vandalism to:
  - personal belongings that were stored carelessly (e.g. not in the safe);
  - items that are left unguarded in halls, corridors, stairwells, ...
  - vehicles in our car park or what would be in those vehicles.



- the consequences of actions in violation of our Terms and Conditions or the House Rules;
- If we depend on the cooperation, services or deliveries of third parties for our obligations, we are not liable for any damage resulting from their fault.

## 52. Complaints

§1 While we do our best to provide you with the service you deserve, something can always go wrong unintentionally. In that case, please formulate your complaint in writing and within 14 days. We will acknowledge receipt of your complaint within 30 days and then handle it to the best of our ability. Promised!

§2 Although we have a clear preference for direct communication and amicable consultation, you may also submit complaints to:

- the consumer ombudsman service of the F.O.D. Economy through <https://consumentenombudsdienst.be/nl>
- the "Flanders Department of Foreign Affairs" that is competent for the operation of tourist accommodation and where you can find more information about your rights, obligations and complaints procedures via <https://www.vlaanderen.be/organisaties/administratieve-diensten-van-de-vlaamse-government/policy-domain-chancellery-administration-foreign-affairs-and-justice/department-chancellery-and-foreign-affairs> or via [logies@iv.vlaanderen.be](mailto:logies@iv.vlaanderen.be).

§3 Any occupation of Hotel Rooms or Rooms implies your automatic consent that you have received them in good condition. Any form of non-conformity must be reported immediately to the reception so that we can take the necessary steps and you can avoid unjustified charges.

§4 If one of the parties does not perform the agreement, or only partially or incorrectly, the party that has suffered damage will notify the other party in writing within 14 (fourteen) calendar days, stating the reason and an estimate of the damage suffered. Under no circumstances does a complaint or claim for damages relieve you of the obligation to pay invoices that do not directly relate to the damage.

## 53. Disputes, evidence and applicable law

§1 You accept that analogue and digital communication, backups and camera images can serve as evidence and that the burden of proof lies with the claimant.

§2 Belgian law applies, with the exception of the mandatory provisions of private international law on applicable law for consumers and designate another law. In the event of legal disputes, the (Belgian) courts of VAN DER VALK's registered office shall have jurisdiction, except where the mandatory jurisdiction provisions for consumer contracts apply. Then the courts have jurisdiction as designated by private international law.

You can also turn to the European ODR platform for online dispute resolution: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=NL>

§3 The Vienna Sales Convention is expressly excluded

## APPENDIX: VAN DER VALK HOUSE RULES

### 54. Validity & acceptance

§1 These House Rules are an integral part of our General Terms and Conditions and apply as general guidelines in all our Hotels. Where deviating or specific rules apply, they will be visibly displayed or explained to you personally.

§2 Every booking and every visit to our Hotels implies your acceptance of these House Rules.

§3 The person who invites participants or guests to our hotels is responsible for informing those involved about the content of the House Rules.

§4 You understand and accept that in the event of non-compliance with the House Rules:

- immediately stop events and stays and/or terminate the contract;
- remove data subjects from the Hotel and deny them access in the future;
- charge the costs plus the above-mentioned fines;
- possibly also report to the relevant authorities.

### 55. General rules of conduct

§1 We respect the privacy, ideological, philosophical and religious beliefs of you, your guests and our staff. We expect the same respect from you.

§2 The peace and privacy of other guests, visitors, staff and local residents must be preserved. Also, by any children or pets accompanying you under your supervision.

§3 Respect the agreed times for check-in/check-out, restaurant visits or start and end times of events. A bit of a delay? Please let us know as soon as possible. We may charge additional costs for each deviation, but we try to avoid this as much as possible.

§4 Hotel rooms are set up for a maximum occupancy equal to the number of beds in the room. You may of course invite visitors, but only insofar as the number of attendees can be considered reasonable and normal and you do not cause any nuisance. In our restaurants and hotel bar you can enjoy your visit more.

### 56. Luggage & Lost and Found

§1 Please never leave your luggage unattended.

§2 Is your room not yet available? Feel free to ask the Reception to place your luggage in a safe place until then.

§3 Thank you for handing in lost and found items at the Reception. We do our utmost to return them to the rightful owner. If we know the contact details of the rightful owner, we will send a notification and the items can be collected or possibly sent. We keep lost and found items for a maximum of 3 months, after which we reserve the right to donate them to charity, without being liable to the owner.

### 57. Damage noticed?

§1 You understand and accept that repairs or maintenance work may take place during your stay and that you cannot claim compensation for this.

§2 Did you damage something unintentionally? Please report this immediately to the Reception and settle your debt to avoid us having to charge a potentially higher amount of damage and additional costs.

§3 Do you notice any damage or a defect when entering your room? Or are you not satisfied with the cleanliness? Please report immediately to the Reception so that we can take action.

## 58. SMOKING AND PROHIBITED SUBSTANCES

**§1 There is a strict no-smoking policy in our hotels.** You may only smoke outside in the places provided for this purpose. The smoking ban applies to cigarettes, cigars, vapes and other types of smoking products. The use of smoke machines, fireworks, candles or open flames is also prohibited.

If it is established that one of the above matters has been violated, the hotel will charge a fine of € 150 and the person(s) will immediately be asked to leave the hotel.

### §2 PROHIBITED:

- consume, store, sell or otherwise trade drugs and/or nitrous oxide in or around our hotels;
- incorrectly activate the fire alarm;
- blocking emergency exits or improperly manipulating safety equipment such as fire extinguishers;

### §3 IN THE EVENT OF AN INFRINGEMENT:

- **a fixed fine of € 150.00 per infringement and/or per nitrous oxide tank present;**
- AND in the event of activation of the fire alarm without a valid reason, we will charge a fixed fine of 500.00 € plus any costs to the person who set off the alarm or the person who made the booking;
- AND immediate removal from the Hotel;
- AND we reserve the right to report to the appropriate authorities and/or take legal action;
- AND the right to charge higher fines and costs if we can prove a higher actual damage.

## 59. Housekeeping & Linen

**§1** We provide daily cleaning of the rooms. Additional housekeeping is possible on request, but may involve an additional cost.

**§2** Extra linen (such as towels or blankets) are available at the Reception.

## 60. Cameras

**§1** Our staff has the right to respect for privacy according to the camera law of 21.03.2007. It is **FORBIDDEN to film our staff or place hidden cameras.**

**§2** To guarantee your safety, we do have camera surveillance in the freely accessible areas of our Hotel. You agree that you may be filmed and that we may present images as evidence in the event of nuisance, incidents or emergencies.

## 61. Maximum occupancy

**§1** Due to safety standards, it is NOT allowed to exceed the maximum occupancy in our Banquet Halls.

## 62. LIST OF PROHIBITED ACTS

**§1** The following actions are **STRICTLY PROHIBITED** in our Hotels, the examples being intended to be clarative, indicative and non-exhaustive:

- illegal practices such as consuming, storing or trafficking drugs or nitrous oxide, serving alcoholic beverages to minors, prostitution, etc.;
- bring flammable, explosive or dangerous liquids or products into the Hotel;
- overload electrical facilities;

- make false statements about the intention of your stay or event and any form of subletting;
- lend keys to third parties or have them made on their own initiative;
- any form of nuisance, nuisance or inappropriate and discriminatory behaviour towards other guests, staff and local residents;
- organise meetings for the glorification or dissemination of ideological, illegal or extremist ideas;
- use our address details as an official correspondence or domicile address (with the exception of any deviating agreements when renting office spaces);
- moving or rearranging furniture, blocking emergency exits and/or escape routes, and moving or improperly manipulating safety equipment such as fire extinguishers;
- spend the night in rooms that are not Hotel rooms;
- leave windows and doors unlocked when you leave the Hotel Room/Banquet Room, or leave exterior windows and doors open during events;
- exceed the maximum number of people allowed;
- stealing glasses, cups or other crockery;
- using confetti or confetti machines (both indoors and outdoors);
- placing heavy loads, posters or flammable decoration against walls, doors or ceilings;
- putting up posters or advertising material without our permission;
- use fasteners that can cause damage (e.g. nails, thumbtacks, tape, etc.). Attachment with quick ties (tie wraps) or easy-to-remove painter's tape is possible in consultation, but not on painted surfaces, door jambs or windows;

§2 In the event of a breach, we reserve the right to (i) deny all data subjects access to our hotels immediately and in the future, (ii) charge the flat-rate (smoking ban) fines, plus the necessary repair costs and any additional costs as a result of the unauthorised actions, (iii) summon competent authorities and emergency services, (iv) take legal action.

### 63. Parking & Charging stations

§1 You use the parking space(s) that our Hotels offer at your own risk. There is some camera surveillance, but no permanence or manned surveillance. We can therefore not prevent theft, vandalism or damage.

§2 Charging zones for electric cars (type Allego) may not be used as regular parking spaces. Thank you for moving your cart as soon as you finish loading.

§3 Some hotels offer slow chargers for electric bicycles at the bicycle racks equipped for this purpose.

### 64. Swimming Pool & Sauna

§1 In our swimming pools, saunas and wellness facilities, wearing swimwear is mandatory.

### 65. Safety & Calamities

§1 General security procedure

1. stay calm;
2. Arm the fire alarm if it has not yet been activated;
3. review the evacuation plans in the common areas;
4. leave the building immediately, but do not use elevators;

5. Notify the emergency services as soon as you have safely left the building.

## §2 Other obligations

- emergency exits must always remain clear and safety signs must remain visible;
- fire and emergency doors must remain closed and no materials may be placed against or behind the doors;
- stairwells that serve as escape routes must remain free of obstructions;
- materials that would be hung in doorways or corridors must be made of fireproof or fire-retardant material and be separable in the middle and attached in such a way that they can be easily pulled aside;