



GENERAL TERMS AND CONDITIONS OF DER VALK HOTEL BRUGGE - OOSTKAMP

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GENERAL PROVISIONS

1. Parties

The public limited company “ **VAN DER VALK HOTEL BRUGGE - OOSTKAMP** ”, registered in the Oostkamp legal entities register with company number **BE 0894.929.423** and registered office at Kapellestraat 146, 8020 Oostkamp, 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 at +32 (0) 50 83 37 80

e-mail: info@brugge.valk.com

address: Kapellestraat 146, 8020 Oostkamp

hereinafter referred to as “ **VAN DER VALK** ” or “ **We** ”

and

you as a 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 provisions listed below including appendices and the so-called “ **House Rules** ”, which form an integral part hereof and can also be displayed separately.

“ **Reception** ”: the reception desk and the staff present there, where you can submit questions, orders or complaints in person or via the contact details mentioned above.

“ **Guest** ”: any person or persons present in the hotel, whether or not at your invitation.

“ **External Provider** ”: any external party through whom you make a booking with VAN DER VALK, which you confirm and/or pay for via the External Provider’s platform or otherwise, such as but not limited to Booking.com, Hotels.com, Expedia, HRS, travel agencies, etc.

“ **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** ”: any materials and goods which we supply to you either free of charge or for a fee.

“ **Accommodations** ”: all 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 ancillary and communal areas:

“ **Rooms** ”: the single rooms, double rooms, family rooms and suites that we rent out for overnight stays

“ **Halls** ”: the party and meeting rooms that we rent out for organizing various events

“ **Facilities** ”: the optional extras that we offer, whether free of charge or for an additional fee , such as, but not limited to, use of Wi-Fi, relaxation facilities, fitness room, bicycle rental, etc.

“ **Restaurant** ”: the restaurants and bars operated by VAN DER VALK, including “Bar Bellini” and “Restaurant Cruydenhove ”

“ **Website** ”: the website <https://www.hotelbrugge-oostkamp.be/> and any alternative domain 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 every agreement you enter into with VAN DER VALK, in the broadest sense of the word, to the exclusion of your own terms and conditions.

§2 When 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 they provide to you (e.g., 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 services or processing speeds of External Providers and are not liable for any errors, complaints or overbookings resulting therefrom;
- That the Third-Party Provider's terms of use and privacy and cookie policy apply to the services you purchase from them. Our Terms and Conditions, including the cancellation policy, apply once we have accepted and confirmed 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 void or illegal, you must interpret them as valid provisions, the result of which is as close as possible to the original intention of the invalid or void provision or the spirit of the agreement. Other provisions remain in full force.

§5 If specific terms, discounts, or cancellation policies apply to an offer that deviate from the provisions below, then:

- do the special conditions prevail over the general ones;
- the deviating agreements are explicitly stated in the relevant offer and/or confirmed by us in writing;
- the remaining provisions of these Terms and Conditions remain in full force.

§6 These Terms do not apply to

- purchase of Goods via the e-commerce website <https://www.valkstore.nl>, for which the terms and conditions apply as described at <https://www.valkstore.nl/pages/algemene-voorwaarden>;
- agreements that you enter into with us as a non-Belgian customer, to which different conditions apply that we will provide to you at the start of the agreement.

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

4. Acknowledgment & acceptance

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

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

§3 Bookings made online or by email will be confirmed by us in writing. Please understand that we can never guarantee 100% receipt of digital communications (for example, due to internet delays, disruptions, or incorrectly provided email addresses). Failure to receive a booking confirmation, quote, payment request, etc. does not entitle you to cancel the agreement or avoid payment obligations.



§4 You understand and accept that verbal bookings (e.g., by phone or at the reception desk) and verbal requests (e.g., ordering optional Services or Goods at Reception or making restaurant reservations by phone) have the same value as written requests and are therefore considered a valid agreement. Such verbal requests will be confirmed in writing whenever 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 that applied 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 minor language adjustments or legally required changes (e.g., an increase in excise duties), the amended terms and conditions will automatically take effect without prior notice. We will first notify you of significant changes, after which you have the right to accept or reject them and, in that case, terminate the agreement without any right to compensation.

START, NATURE AND TERMINATION OF AGREEMENT

6. Start & Duration

§1 The agreement commences 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. Until this has happened, we are in no way bound to you or your participants, and we may consider your booking or event as non-existent and release/make the intended Accommodations available to third parties. You acknowledge that any acceptance entails a payment obligation and that any (advance) payment automatically commences the agreement and your acceptance of these Terms and Conditions.

§2 Unless explicitly agreed otherwise, our agreements are always for a fixed term, with the start and end dates clearly stated on the booking confirmation. The agreement ends automatically on the specified end date or upon checkout from the hotel.

7. Obligation of effort

§1 We provide our services to the best of our ability, in accordance with industry practices and the level of quality you can reasonably expect from us. A collaboration with VAN DER VALK is always considered a best-efforts obligation, not a result obligation.

8. Force majeure

§1 In the event we are unable to fulfill our obligations due to temporary or permanent force majeure, we may terminate the agreement. Force majeure includes all circumstances beyond our reasonable control, including but not limited to: pandemics, threat of war, strikes, traffic disruptions, 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 any amounts already paid, without additional compensation, for the Goods and Services we have not yet provided.

9. Termination & Severance Pay

§1 Agreements may be suspended or terminated without legal action, without any right to compensation:

- in case of force majeure;
- if you do not respect the payment obligation or the House Rules;
- you or we fail to fulfil our contractual obligations;



§2 We will confirm any cancellation in writing, with reasons, as soon as possible, and you will remain obligated to pay any debts incurred prior to the cancellation date. If Services or Goods were only partially delivered, we may invoice these separately.

10. Right of withdrawal

§1 If you are a consumer under Article I.1; 2° of the CISG and not a company or legal entity, you have the right, in certain cases, to withdraw from a contract without giving a reason and within 14 calendar days of the start 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 the contracts provide for a specific date or period of performance" (pursuant to VI. 53, 12° CISG). You cannot therefore invoke the right of withdrawal for hotel stays, restaurant reservations or room rental at VAN DER VALK.**

BOOK ROOMS

11. Booking

§1 You can book Accommodation in different ways:

- via the VAN DER VALK Website(s), the Reception, by telephone or by email;
- via (the platforms of) External 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 occur, for example, if the booking appears to come from a fraudulent profile, from minors, if the Accommodations you booked are unavailable, or if we previously denied you access to our Hotels (for example, after violating the House Rules).

12. Book rooms for multiple/other guests

§1 If you would like to offer your guests the option of booking rooms themselves, please provide us with a detailed list of the following information at least 14 days before your first scheduled arrival date:

- the number of rooms you wish to place as an option;
- the room types and the expected occupancy per room (single, double, etc., ...);
- per room some personal details of the guests (name, first name, nationality, telephone number, email).

§2 Procedure:

1. After receiving the aforementioned information, we will place the requested Rooms on hold for a specific period that we will inform you of in advance;
2. You or your Guest (depending on what was agreed) will receive a confirmation email with a payment request to finalize the booking.

§3 Once the predetermined option period expires, we will release the rooms. Your guests will then only be able to book rooms subject to availability and at the then-current room rates.

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



13. Legitimation information and duty to cooperate

§1 As a hotel, we are legally obligated to verify the identity of our guests to prevent identity fraud and money laundering. Every person making a booking is responsible for entering the correct identification information of the guests/ guests involved and for obtaining their consent. At check-in, each guest must also present a valid photo ID, from which we collect only the strictly necessary information.

§2 You are obliged to fully cooperate 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, if in doubt, refuse or cancel bookings without being liable for compensation.

CANCELLATION POLICY

14. Cancel/change bookings

§1 The cancellation policy below applies to every reservation with VAN DER VALK, whether it concerns hotel room rentals, function rooms, or reservations in our restaurant.

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

§3 If different cancellation policies apply, they will always be displayed with the relevant offer or in the booking confirmations. This may be the case, for example, with temporary promotions, booking conditions from External Providers, VALK LOYAL benefits, or cancellation insurance .

15. Procedure to change or cancel bookings

§1 You must notify us of any request for changes (e.g., increasing or decreasing the number of guests/rooms or adjusting the dates of your stay) or any cancellation as soon as possible, in writing or via a digital link we provide you for this purpose.

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

§3 Any no-show, regardless of the reason, will not be considered a valid cancellation . In such a case, the full amount of the reservation remains due.

16. Termination fee & costs

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

- **Reservations for up to 9 persons/rooms**
 - Free cancellation up to 24 hours before the expected arrival date.
 - No refunds are possible **within 24 hours of scheduled arrival** .
- **Reservations for 9 persons or more/rooms**
 - **Up to 120 days before the first scheduled arrival date** , the entire reservation or part of it can be cancelled without cancellation fees.
 - **Between 119 and 85 days** before the first scheduled arrival date, 75% of the number of rooms per night can be cancelled without cancellation fees . Any additional cancellations will be charged at the contractual price.
 - **Between 84 and 60 days** before the first scheduled arrival date, 50% of the number of rooms per night can be cancelled without cancellation fees . Any additional cancellations will be charged at the contractual price.



- **Between 60 and 15 days** before the first scheduled arrival date, 25% of the number of rooms per night can be cancelled without cancellation fees . Any additional cancellations will be charged at the contractual price.
- **Less than 15 days** before the first scheduled arrival date, a flat-rate cancellation fee is due, being 100% of the price of the cancelled room reservation.

§2 We may always send Guests to another, equivalent Van der Valk location up to the day of arrival (only valid for specific agreements).

§3 We do not charge any administration fees for processing changes or cancellations . However, any costs already incurred and mandatory contributions (such as tourist tax, environmental levies, etc.) remain payable by you and will not be refunded.

17. Unavailability or changes by VAN DER VALK

§1 It is always possible that accommodations you booked may no longer be available, for example, in the event of overbooking due to interim or simultaneous bookings through external providers, or due to urgent repairs. In such a situation, you have the following options:

- to cancel the planned booking free of charge, in which case we will immediately refund any amounts already paid;
- OR 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 then pay any price difference for the hotel rooms and any transfer costs (e.g., taxi). You indemnify us against any claim that your participants or guests may make against VAN DER VALK because we are unable to provide the intended accommodations.

§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 otherwise agreed, **check-in is possible from 3:00 PM local time** on the date of arrival. If you or your guests arrive earlier, we will do our best to make the room available earlier, but this is not obligatory. If you want absolute certainty about early access to the room, this is only possible by also booking the previous night.

Stuck in traffic or running late for some other reason? Please notify us as soon as possible to avoid no-show fees.

§2 **Check-out must be before** Late checkout is always subject to availability and cannot be guaranteed .

§3 The above 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 you request this in advance, in which case we may accept or refuse the deviation and may or may not charge an additional cost per hour or part day commenced;
- 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 to statutory fees such as tourist tax or other government levies. Any remaining nights you don't use will be charged at the contractually agreed-upon rate.



19. Children & adolescents welcome

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

§2 Please inform us of the presence of children when making your reservation/booking and inform us in advance of any necessary and/or paid options such as a cot in the room.

20. Pets

§1 Guide dogs and assistance dogs are always welcome. Please let us know your assistance dogs are present with every booking so we can offer them the space they deserve.

21. Disabled people

§1 Our hotels are fully wheelchair accessible, and we also have several accessible rooms available. Please let us know in advance what we can do to make your stay as comfortable as possible.

SPECIFIC PROVISIONS FOR OUR RESTAURANTS & EVENT CATERING

22. Menus & ingredients

§1 Please let us know in advance if you have any specific concerns, such as allergies, vegetarianism, veganism, etc. We will do everything we can to accommodate your requests, but we reserve the right to refuse certain requests or charge additional fees.

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

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 terms and conditions.

SPECIFIC PROVISIONS FOR HALL RENTAL & EVENTS

24. General and deviating agreements

§1 The following terms and conditions apply to the rental of (meeting) rooms and events. If there are any deviations, we will confirm the agreements made in advance with a written quote and/or booking confirmation.

§2 The names of our (meeting) rooms are for illustrative purposes only and are not binding. We may change the names of our rooms at any time, unilaterally, and without obligation.

25. Start and end times

§1 For venue rentals, we determine the start and end times for the event in consultation with you, after which we confirm these in writing. You agree to be billed for any additional hours or other expenses incurred as a result of not adhering to the agreed-upon schedule.

§2 If you exceed the end time, we may require you to end the event without being liable for any compensation.

§3 Early termination by yourself or a lower than expected number of participants does not entitle you to a discount or refund.



26. Number of participants

§1 For safety reasons it is **not allowed 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. In this case, we are not obligated to provide any financial compensation.

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

27. Audiovisual and EDP equipment

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

- you must use it carefully and correctly throughout the entire duration of the event;
- you are deemed to have received the equipment in good condition and you must report any defect, malfunction or damage immediately after receipt/putting into use;
- You must immediately report and compensate for any damage caused by yourself or your participants.

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

- you must notify us of this in advance, whereby we have the right to allow or not allow this use;
- We are not liable for any loss, theft, or damage. You are responsible for taking the necessary measures to secure, protect, or insure your materials.

§3 With electronically amplified sound, you must comply with applicable noise regulations and not exceed the maximum permitted volume of 95 decibels. Also, remember to provide hearing protection for your guests.

28. Your obligations as an event organizer

§1 You are obligated to obtain the necessary information and request authorizations from competent authorities and to comply with all applicable local laws and safety measures. If we transmit information from partners, government agencies, or third parties, this is always for informational purposes only and does not guarantee its accuracy.

§2 As the organizer, you are personally responsible for all consequences of actions taken by yourself and/or your guests, and you must inform them in advance of the applicable code of conduct and house rules. In any case, you and your participants are jointly and severally liable, one in default of the other, to compensate for any damage caused by you or your participants. You must also indemnify us against any claim (principal sum, interest, and costs) made against VAN DER VALK by your or other guests for damage or inconvenience they may experience as a result of your event and/or the attitude, behavior, or negligence of you or your guests.

§3 You must take out insurance with a recognized Belgian insurance company to cover your liability as the organizer for the anticipated duration of the event. We strongly recommend that you also take out insurance for damage, vandalism, and theft. In any insurance claim, the deductible remains your responsibility.

§4 You must request our permission before the event to:

- to use walls, floors, tables, etc. in the room;
- to place posters, signs, flags or other advertising material;
- to provide animation, regardless of 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 will appoint a person responsible who will oversee the general running of the event and who will always be available. You will need to provide us with their contact details in advance. We may conduct inspections at any time during your event. If we believe your activities violate safety standards, local laws, our Terms and Conditions, or our House Rules, we may stop the event and, if necessary, notify authorities or emergency services.

§7 If you, as an organizer, hire external security personnel, the security company hired must be licensed by the Ministry of the Interior and the personnel must comply with the Security Companies, Internal Security Services, and Training Act of April 10, 1999. The number of persons, their names, and whether or not they are armed must be communicated to us in writing in advance.

29. Forbidden

§1 In the reserved rooms as well as in adjacent areas and common areas it is FORBIDDEN TO:

- to exceed the maximum number of persons allowed;
- to apply flammable decoration or ornaments;
- Using fasteners that could cause damage (e.g., nails, thumbtacks, tape, etc.). After consultation, fastening with masking tape, tie wraps, or easily removable adhesive tape may be possible, but not on painted surfaces, door frames, or windows.
- to organize events to glorify or disseminate ideological, illegal or extremist ideas;
- to perform actions that disrupt normal hotel operations or that disturb the peace and privacy of other hotel guests or staff members;

PRICES & DISCOUNTS

30. Price display

§1 The prices on our website(s) may vary depending on your selected stay dates (high/low season). Prices are always indicative until the booking process is complete. The final price is the one that appears on the payment screen upon completion of the booking process.

§2 We are not responsible for any apparent errors in the display of offers, services, or prices due to incomplete or outdated information, printing errors, or color deviations, neither on our own website nor on that of third-party providers. Images may also contain elements not included in the price, and colors may differ from actual products due to factors such as your screen settings.

31. Included/Not Included

§1 Unless explicitly stated otherwise, our prices are in euros and include all costs you are required to pay, such as statutory taxes or environmental levies.

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

§3 Prices for optional extras are charged separately. These additional costs include, for example, meals, meeting facilities, and on-demand services such as room service, extra cleaning, taxi service, bicycle rental, use of the self-service laundry room, and more.



32. Discounts

§1 You understand and accept 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 thereof, such as changes to or cancellations of bookings.

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

33. Gift cards and vouchers

§1 The terms and conditions as described at <https://www.valkcadeaucard.nl/> apply to gift cards issued by VAN DER VALK .

§2 Gift cards, regardless of the party issuing them, are never exchangeable for cash.

PAYMENTS & INVOICING

34. Payment terms

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

- Hotel stays :
 - direct payment during the online booking process;
 - payment on site at check-in at the Hotel;
 - deferred payment with prior payment guarantee via credit card;
 - for companies: payment in advance, afterwards by bank transfer after receipt of invoice or on site.
- Room rental : 80% deposit payable at least 30 days before the start of the event. The balance is due after the event and upon departure, or on the invoice due date if payment by invoice has been permitted.
- other invoices payable within 14 days after invoice date.

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

35. Payment method

§1 Payments can be made via:

- Online payment via the Website, where our payment provider, Adyen , encrypts all payment information via a secure SSL connection. Critical payment data is not stored by us;
- via debit or credit card;
- via American Express
- via transfer to the BNP Parisbas Fortis account: IBAN BE80 0015 4069 7577
- 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 control;

§2 We do not accept:

- American Diner;
- checks;



- ecocheques ;
- 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.

36. Currency

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

37. Billing

§1 The billing address stated in the contract is the final invoice address. Any changes must be submitted before the event or overnight stay begins.

§2 Invoices are sent by email only. Failure to receive them does not entitle you to a payment extension or to avoid payment obligations.

§3 The person or company that made the booking guarantees payment of the entire invoice. If, at your request, we split the invoice among one or more guests, participants, and/or organizers, you and the participants involved will remain jointly and severally liable, one in default of the other, for payment of all amounts owed by them, including principal, interest, and costs.

38. Late payment

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

§2 If we do not receive the deposit or full prepayment within the agreed period, we may cancel the booking and release the Accommodations to third parties without being liable for any damages.

§3 You must inform us as soon as possible of any insolvency risks, debt mediation, or any scenario that could affect, suspend, or prevent prompt and full payment in any way, including contact details of any third parties involved.

§4 You agree that we may retain goods and possessions located in the Hotel or adjacent areas as security for payment of sums due.

39. Invoice collection

§1 If the payment term is exceeded, for whatever reason, we will initiate a collection process, either directly or through a third party, to whom we will transfer the necessary customer data. You are obligated to fully reimburse any extrajudicial and/or judicial collection costs.

Invoice collection from consumers in accordance with Book XIX of the Tax Code

§2 If the payment deadline is exceeded, you will first receive a free payment reminder and a payment deadline of 14 (fourteen) calendar days. This deadline begins on the calendar day following the date the reminder is sent via email, on the third business day after it is sent by mail.

§3 If the term is exceeded, the following collection costs will automatically become due:

- **Late payment interest** pursuant to Article 5 of the Act 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
- **One-off lump sum damages clause**
 - €20.00 for claims less than or equal to €150.00



- €30.00 + 10% on the outstanding amount in the bracket between €150.01 and €500.00
- €65.00 + 5% on the outstanding amount in the bracket above €500.01 with a maximum of €2,000.00
- **Flat-rate reminder fee** of €7.50 per letter plus postage, for each letter from the 4th reminder per calendar year onwards.

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

Invoice collection for companies

§1 For agreements between businesses, the statutory provisions regarding invoice collection in commercial transactions, including the provisions regarding interest due pursuant to Article 5 of the Late Payment Act of August 2, 2002, apply.

§2 In the event of late or incomplete payment, a fixed compensation for the amount owed will be due automatically and without prior notice or formal notice, starting from the invoice due date. This compensation amounts to 10% of the principal amount, with a minimum of €50.00, plus a fixed administrative fee of €12.50, and any applicable bank, postage, and/or transaction fees, as well as legal fees. This is without prejudice to our right to claim higher compensation if we can prove higher actual damages.

40. Refunds & reciprocity clause

§1 Refunds will be made using the same payment method used for the original transaction, unless you explicitly provide different payment information. We do not charge interest, transaction fees, or administration fees on refunds.

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

§3 Pursuant to Article VI.83 of the CISG, paragraph 17, you, as a Consumer Customer, are entitled to equivalent compensation if we fail to fulfill our obligations. If we owe each other any compensation or reimbursement, the amounts stated in these Terms and Conditions apply to both parties.

WEBSITE & VALK ACCOUNT

41. Website

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

§2 While we strive to ensure the website and associated applications function optimally and are secure, we cannot rule out the possibility of malfunctions, interruptions, data loss, or the unintended spread of viruses or malware. You cannot hold us liable for these.

§3 By using certain applications developed and managed by third parties, you acknowledge and agree that these applications may apply different user terms, cookie policies, and data management practices than we do. You decide whether or not to use such applications.



42. 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 only. You may not share your account with anyone outside your household.

PRIVACY, COOKIES & INTELLECTUAL PROPERTY

43. Privacy & Cookie Policy

§1 We collect and process your personal data for the purpose of fulfilling the agreement, handling complaints, invoice collection, promotional or informative communications, customer management, accounting, and direct marketing activities in accordance with Belgian law and the General Data Protection Regulation (GDPR). The legal grounds are the fulfillment of the agreement, compliance with legal and regulatory obligations, and/or legitimate interest.

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

§3 You have the right to access 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. You can submit this request in writing, dated, and accompanied by valid proof of identity.

44. Intellectual property

§1 All documents, images, texts, designs, and all other intellectual works created by VAN DER VALK, regardless of their form, remain our property. It is prohibited to distribute, copy, publish, or use these works, either independently or with the assistance of third parties, in any way without our explicit prior consent.

§2 If we display or transmit information from partners, government agencies or third parties, this is for informational purposes only and does not guarantee the correctness of the content.

LIABILITY, COMPLAINTS & DISPUTES

45. Liability

§1 The person making the booking is solely liable for any loss, damage, theft or any other damage that occurs as a direct or indirect consequence of the stay, regardless of whether this was caused by their own actions or by the actions of third parties present in the Hotel as a result of their 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° of the CISG (CEL), we are solely liable for direct damage resulting from non-compliance with the entered into obligation or caused by intentional gross negligence, neglect, or fraud by VAN DER VALK and/or our representative(s).

§4 Any liability of VAN DER VALK and/or our employees can only be invoked up to the extent covered by our civil or professional liability insurance. We will provide you with additional information about the guarantees and limits upon request. If our civil or professional liability insurance does not cover the damage, our full liability, both contractual and non-contractual, will be limited in principal, costs, and interest to the compensation, including VAT, due to us in the case for which liability is asserted.

§5 We are NOT liable for:

- the services, discounts and benefits of External Providers;



- obviously incorrect representations in offers or prices;
- damage, theft or vandalism to:
 - personal belongings that were stored carelessly (e.g. not in the safe);
 - items left unattended in halls, corridors, stairwells, etc.
 - vehicles in our parking lot or anything that may be in those vehicles.
- the consequences of actions contrary to 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 error.

46. 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 submit your complaint in writing within 14 days. We will confirm receipt of your complaint within 30 days and then address it to the best of our ability. We promise!

§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 FPS Economy via <https://consumentenombudsdienst.be/nl>
- the Flanders Department of International, which is responsible 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-overheid/beleidsdomein-kanselarij-bestuur-buitenlandse-zaken-en-justitie/departement-kanselarij-en-buitenlandse-zaken> or via logies@iv.vlaanderen.be.

§3 Every use of hotel rooms or function rooms implies your automatic consent that you have received them in good condition. Any non-conformity must be reported immediately to Reception so we can take the necessary steps and prevent unwarranted charges.

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

47. Disputes, evidence and applicable law

§1 You accept that analog and digital communications, backups, and camera footage can serve as evidence and that the burden of proof lies with the claimant.

§2 Belgian law applies, except when mandatory provisions of private international law regarding applicable consumer law apply and designate a different law. In the event of legal disputes, the (Belgian) courts of VAN DER VALK's registered office have jurisdiction, except when mandatory provisions regarding jurisdiction for consumer contracts apply. In that case, the courts designated by private international law have jurisdiction.

You can also contact 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

General terms and conditions

Van der Valk Hotel Brugge - Oostkamp has established a set of house rules outlining what is expected of guests at Van der Valk Hotel Brugge - Oostkamp, and what you can expect from us. Upon entering this property, the house rules of Van der Valk Hotel Brugge - Oostkamp apply, and you agree to the house rules set out below.

1. **Reservations:** The minimum age to book a room is 18. All guests must be 18 years or older. It is prohibited to rent the room in your name without actually occupying it.
2. **Check-in:** Guests must present a valid ID (ID card or passport) upon check-in. Check-in is from 3:00 PM and check-out is before 12:00 PM.
3. **Payments:** Payment is due at check-in or check-out (after a credit card guarantee has been issued), unless otherwise agreed. We accept cash and major credit cards.
4. **Noise:** Guests are kindly requested to be considerate of other guests and to keep noise levels down, especially during quiet hours between 7am and 10pm.
5. **Pets:** Pets are not allowed in the hotel.
6. **Guest visits:** It is prohibited to exceed the number of people booked in a room, nor to receive visitors. If other guests are found in the room, you will be asked to leave the hotel immediately.
7. **Security:** Guests are requested to lock their room doors when leaving and before going to bed. Do not leave your belongings unattended at the Van der Valk Hotel Brugge - Oostkamp or in your car. Van der Valk Hotel Brugge - Oostkamp is not liable for loss, damage, or theft of your belongings. Parking, both in the parking lot and in the vicinity of Van der Valk Hotel Brugge - Oostkamp, is at your own risk. You must park your car in the designated parking spaces.
8. **Stealing and damage:** Taking hotel property outside the building is prohibited. Intentional damage to hotel property may result in liability for repair and/or replacement costs.
9. **Housekeeping:** Rooms are cleaned daily. Guests are kindly requested to tidy away their personal belongings to allow the cleaning staff to work efficiently.
10. **Use of facilities:** Guests must use the hotel facilities, such as fitness room and wellness, according to the indicated opening hours and rules.
11. **Legal Compliance:** Guests must comply with all applicable laws and regulations during their stay at the hotel, including adhering to any COVID-19 measures.
12. **Respect:** At Van der Valk Hotel Brugge - Oostkamp, we treat each other with respect, and it is therefore forbidden to express insults or make discriminatory remarks. It is also forbidden to sexually intimidate our employees through words or gestures (actions). Verbal and/or physical violence will not be tolerated.
13. **Alcohol :** Van der Valk Hotel Brugge - Oostkamp is required to comply with the requirements of the Licensing and Catering Act. Therefore, we do not serve alcoholic beverages to guests under 16 years of age. If there is any doubt about a guest's age, Van der Valk Hotel Brugge - Oostkamp staff will ask you to show proof of identity. Furthermore, if intoxication is suspected, no alcohol will be served to the guest.
14. **Smoking and narcotics:** It is prohibited to consume, use, trade, or possess narcotics. This also includes the improper sale, use, or possession of whipped cream cartridges and nitrous oxide. Smoking is prohibited in all areas of the hotel, including guest rooms and common areas. Designated smoking areas are located outside the hotel. If a violation of any of the above is



detected, the hotel will charge a €150 fine and the person(s) will be asked to leave immediately. Firefighting equipment must not be misused.

15. **Lost and found:** Lost and found items must be handed in at reception. Van der Valk Hotel Brugge - Oostkamp maintains a three-month retention period for lost and found items.
16. **Complaints and suggestions:** Our staff is always ready to assist you with any complaints or suggestions. Please don't hesitate to contact reception.
17. **Emergencies:** The staff at Van der Valk Hotel Brugge - Oostkamp are responsible for your safety. In the event of an emergency, the emergency plan will be activated. However, you are strongly urged to follow any instructions from the staff.
18. **Fire:** In the event of a fire, remain calm. Report the fire to reception and/or activate the nearest fire alarm. In the event of a general fire alarm, leave the building immediately and do not use the elevators under any circumstances.
19. **Fire safety:** Lighting candles is prohibited for fire safety reasons. The security system will be activated immediately.
20. **Emergency door:** In Van der Valk Hotel Brugge - Oostkamp, the use of the emergency doors is only permitted in case of emergency.

All instructions from Van der Valk Hotel Brugge - Oostkamp employees relating to the house rules must be followed immediately.

The Management, the owner of this location and/or persons working for the Hotel cannot be held liable for any injury and/or material or immaterial damage that visitors to the location may experience.

Van der Valk Hotel Brugge - Oostkamp has a zero- tolerance policy. This means that if you fail to comply with our house rules, you will not receive a warning, but will be asked to leave the hotel immediately. No refunds will be given, and any deposit paid will be retained.

By adhering to these house rules, we ensure a comfortable and pleasant stay for all our guests. We wish you a pleasant stay at our hotel!