

GENERAL SALES CONDITIONS

1.

The present conditions constitute an integral part of the hotel agreement.

Derogations are only possible in writing.

These conditions are applicable to the exclusion of all general sales conditions mentioned on the documents issued by the customer, insofar as they are in conflict with the present conditions.

2.

Price quotations from the hotel owner are non-binding and without any commitment.

3.

The contracting parties

A person staying the night in a hotel is not necessarily a contracting party: a hotel contract may be concluded on his behalf by a third party.

In application of the present general sales conditions the term "contracting party" is understood to mean the natural or legal person, who concludes a contract for hotel reservation and/or is obliged to make a payment (in exchange).

The term "customer" is understood to mean the natural person(s) who has/have the intention to spend the night at the hotel.

4.

The services are provided at the place of business of the hotel owner, except if otherwise agreed in writing.

5.

Complaints regarding the provided services cannot be accepted if they are not received by the hotel owner in writing within seven days of completion of the services.

Insofar as possible the guest is obliged to submit the complaint during his stay (= prior to departure) so as to offer the hotel owner the chance to immediately resolve the complaint. Complaints about the provided services cannot be accepted if they are not received by the hotel in writing within 7

days of the guest's departure.

6.

The hotel contract

In accordance with the hotel contract the hotel owner is obliged to provide accommodation and the usual services to the customer.

These are understood to mean the ordinary services of the hotel according to its category, including the halls and various common facilities, which in general are made available to the customers.

The contracting party is obliged to pay the agreed price.

7.

Form of the contract

With respect to the contract no form whatsoever is prescribed.

The contract is concluded as from the express acceptance of the price quotation by the customer.

In case of a contract in writing the hotel owner is to specify the customer's date of arrival and departure, as well as the agreed price, a description of the requested services and advance payment, if any.

8.

Duration of the reserved stay

If a specified number of nights are booked by the customer then the start and end date is to be specified in the hotel contract. The agreement is then terminated on the day mentioned in the hotel contract, not later than (11am). If on the agreed day of departure the customer has not left the room at (11am) at the latest, an extra night will be billed.

If not a specified number of nights are booked, then the hotel contract shall be considered as concluded for several consecutive days. In that case a notice, ending the following day at 11am at the latest, must be given by one of the parties so as to allow for the contract to be terminated. A notice from the hotel owner to the customer shall be considered as being addressed to the contracting party and shall be given in accordance with the abovementioned provisions. The notice shall be confirmed to the contracting party in writing.

The contract shall be considered as terminated, on the day the customer leaves the room before (11am).

9.

Execution of the contract

The hotel owner and the contracting party are obliged to observe the provisions that are included in the contract.

10.

Non-execution of the contract for individual bookings

(partial) cancellation of a booking is possible up to 24 hours prior to the date of arrival, without compensation for stays of a maximum of 7 nights. With respect to long-term bookings other conditions are applicable.

In case of (partial) cancellation of a booking less than 24 hours prior to the date of arrival, the cancelling party is due to pay to the other party a compensation of the amount of the first night.

If the customer doesn't show up on the agreed date of arrival a lump-sum compensation shall be due of the amount of the first night.

This is only applicable to stays of a maximum of 7 nights. With respect to long-term bookings other conditions are applicable.

The above conditions are only applicable to tariff plans with flexible cancellation conditions. In case of no-cancellation tariff plans the full amount shall always be billed.

If it is impossible for the hotel owner to execute the contract, he shall be obliged to offer the customer another accommodation of equal or higher quality or category.

Any price difference arising therefrom shall be borne by the hotel owner.

11.

Dissolution of the contract

No contract can be dissolved before full execution thereof, except if mutually agreed otherwise between the parties. See also article 10 hereinabove.

Every hotel owner has the possibility to determine (establish) the terms of notice and compensations for breach of contract that will be defined between the parties upon conclusion of the contract.

12.

Payment

The hotel owner has the possibility to request a full or partial advance payment. See article 26.

If the hotel owner in advance receives a sum of money from the contracting party, this will be considered as an advance payment on the contractual price, except if otherwise contractually

agreed. Advance payments shall never be refundable.

The hotel bills shall be payable in cash upon presentation.

In case of partial challenge to the hotel bill, the undisputed part is also to be paid in cash.

Except if otherwise stipulated, in no case whatsoever the hotel owner shall be obliged to accept cheques, dividends, credit cards or other means of postponed payment and payment must be made in the currency of the country where the hotel is established.

The contracting party is responsible for payment of all the services provided to the customer, as well as the services that were defined upon conclusion of the contract, except if otherwise specified in writing, so that these shall be borne by the customer.

13.

Termination of the contract

If either party commits a serious or repeated breach of its contractual obligations, the other party shall be entitled to immediately terminate the contract without any notice.

14.

Responsibility of the hotel owner and custody of property by the hotel

The hotel owner is not responsible for any damage arising from an event beyond his control, in spite of taking the requisite preventive measures, considering the circumstances and the consequences (force majeure).

He is neither responsible for any damage arising from the customer's fault (even partially).

The Civil Code (Law of 4 July 1972, Belgian Official Gazette of 19 August 1972) governs the custody of property by the hotel, the articles of which are presented below:

Article 1952: In his capacity of custodian the hotel owner shall be liable for any damage to, destruction or theft of items brought by a guest who takes up lodgings in the hotel.

Deposits of these items must be considered deposits out of necessity.

Items brought by the guests are defined as items:

a) Which are present within the hotel for the time that the guest has been offered a sleeping accommodation there.

b) Which the hotel owner or a person offering him his services outside the hotel takes under his custody for the time that the guest has been offered a sleeping accommodation there.

c) Which the hotel owner or a person providing him his services inside or outside the hotel takes under his custody during a reasonable period before or after the time that the guest has been offered

a sleeping accommodation there.

The liability as referred to in this article, is limited per case to 100 times the daily accommodation price of the sleeping accommodation.

The King may, as the case may be, determine the data for determining that price.

The Royal Decree of 24 June 1973 (Belgian Official Gazette of 14 August 1973) stipulates that the daily room rental price (which is referred to in article 1952, subparagraph 3) includes the amount of the night price, as published by the hotel owner, increased with a percentage (which may be stipulated) for the offered services.

Article 1953: The hotel owner's liability is unlimited:

a) When the items are placed into the hands of the hotel owner or of persons providing him their services, under his/their custody.

b) When he has refused to take items under custody which he is obliged to take under custody.

c) When the damage to, destruction or theft of the items as referred to in article 1952 is resulting from his fault or from the fault of persons providing him their services.

The hotel owner is obliged to take securities, money or valuable items under custody.

He may refuse the custody thereof only if they are dangerous or if, considering the size of the hotel and the circumstances, they have an inordinate market value or cause inconvenience.

He may desire that the items entrusted to him are kept in a closed or sealed packaging.

Article 1954: The hotel owner shall not be liable insofar as the damage, destruction or theft is due to:

a) The guest or a person accompanying him, working for him or visiting him.

b) Force majeure.

c) Theft committed by the force of arms.

d) The nature or lack of the item.

Article 1954bis: The guest's rights are nullified if he does not give notice of the damage immediately after it has come to his attention, unless the damage is caused through the fault of the hotel owner or the persons in his employ.

Article 1954ter: Any statement or provision excluding or limiting the hotel owner's liability for loss or damage shall be invalid.

Article 1954quater: The articles 1952, 1953 and 1954bis shall not apply to vehicles or to items that are part of their freight and are left on site, nor to living animals.

15.

Liability of the customer/contracting party

The customer and the contracting party shall be jointly and severally liable to the hotel owner for any damage caused to persons, the building, furniture or equipment of the hotel and places accessible to the public.

16.

Withholding (retention right) of items that were brought by the customer

The hotel owner shall be entitled to retain items brought into the hotel by the customer to guarantee payment of sums due to him, and may ultimately sell those items and all related items which are of market value, on the basis of article 20, 6° of the mortgage law.

17.

The customer's behaviour

The customer must behave according to the customs and regulations of the hotel where he is staying; these regulations shall be available for the perusal of the customer.

Any serious or repeated breach of these regulations entitles the hotel owner to immediately terminate the contract without prior notice.

18.

Pets

If a customer wishes to bring along a pet, he is to ensure that it is allowed by the hotel regulations prior to bringing the pet into the hotel.

19.

Occupying and vacating rooms: check in / check out

Unless otherwise contractually agreed, a room which has been reserved shall be made available for the customer at 3 pm and the customer shall vacate the room by 11 am on the day of departure.

20.

Traveller screening

Upon his/her arrival at the hotel the customer is to present his/her identity card in order to allow for his/her registration in the police data sheet, which he/she is to sign.

21.

Late arrival

A late arrival, i.e. after the agreed arrival time, which was not notified by the customer shall automatically result in termination of the hotel contract, the hotel owner being entitled to compensation.

22.

Telephone reservation

Telephone reservations accepted by the hotel owner shall be valid only until 6 pm.

In case of any delay the customer is obliged to notify the hotel owner thereof and to indicate his exact time of arrival.

23.

The sums of money that are not paid on their expiry date shall be increased with default interests by right and without formal notice.

The amount of these interests shall equal the interests applied by the "Belgian Banking Association" to overdraft facilities, increased with 10%. On the other hand, if the hotel owner fails to offer the contractually agreed accommodation, he shall be due a lump-sum compensation to the contracting party of 50 EUR per agreed and non-provided night; this compensation shall be increased by right with the interests as specified in the first paragraph.

The abovementioned provision is also applicable to any hotel owner who fails to fulfil his contractual obligations towards his customers.

24.

Hotel bills that are subject to a price reduction, a refund or a commission, authorized by the hotel owner, shall be nullified in case of non-payment of the bill on expiry date.

25.

Cancellation of reservations during the stay

In the case of serious and proven reasons (illness, accident, decease) only the commenced day will be charged for, whereby the hotel owner may charge for that day's services at his own discretion.

In cases where the hotel owner is not responsible nor liable, the customer shall pay half of the remaining reserved period at the price per person of the requested services.

With respect to the meals, in case of half or full board formula, half of the non-used meals shall be

charged for a maximum of two days.

26.

Advances representing 30% of the total amount for the contractually agreed services must immediately be paid to the hotel owner, not later than 1 month prior to the date of arrival.

In case of non-payment the hotel owner shall be entitled to cancel the hotel reservation without prior notice.

27.

In the event of discounts being granted to groups, a group is understood to mean at least 20 paying persons actually presenting themselves at the hotel.

The final number of customers must be announced to the hotel owner at least one week before their arrival.

The indicated number is binding for settlement of the hotel bill.

In case of cancellation of group reservations the following costs shall be charged:

We may allow a flexibility of 10% on the number of rooms booked. These rooms can be cancelled and modified free of charge up to 7 days prior to arrival. If the difference is higher than 10% on the number of rooms booked, then the following cancellation conditions shall apply:

- Cancellation free of charge is possible up to 3 months before arrival;
- Between 3 months and 2 months before arrival: 30% of the total amount cancelled
- Between 2 months and 1 month before arrival: 50% of the total amount cancelled;
- Less than 1 month before arrival: 100% of the total amount cancelled.

28.

The hotel reservation contract shall be subject to Belgian law.

Any disputes arising from this agreement shall be settled before the competent court of the hotel owner's place of business.