

General Terms and Conditions Van der Valk Hotel Brussels Airport

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General provisions

1. Parties

The public limited company “**Van der Valk Hotel Brussels Airport**”, registered with the Crossroads Bank for Enterprises under company number **BE 0886 789 638**

and with its registered office at Culliganlaan 4b, 1831 Diegem, together with all companies currently or subsequently affiliated with it, as well as the accommodation and websites it operates.

Contact

Reception available 24/7 on +32 (2) 277 20 20

e-mail: info@brussels.valk.com

address: Culliganlaan 4b, 1831 Diegem

hereinafter “**Van der Valk**” or “**we/us**”

and

you, as a (Belgian) customer, acting as a natural person (i.e. an adult consumer) or as a company on whose behalf we provide services and/or goods, whether for yourself or for another ultimate beneficiary, hereinafter the “**Customer**” or “**you**”.

2. Definitions

“**Terms**”: all provisions set out below, including the annexes and the “**House Rules**”, which form an integral part thereof and may also be presented separately.

“**Reception**”: the reception desk and the staff members present there, to whom you can address your questions, orders or complaints in person or via the contact details above.

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

“**External Provider**”: any external party through which you make a reservation with Van der Valk, whether or not you confirm and/or pay via that external provider’s platform, including Booking.com, Hotels.com, Trivago, Expedia, HRS and travel agencies.

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

“**Goods**”: all materials and goods that we provide to you free of charge or against payment.

“**Accommodation**”: all spaces in and around our hotel that we make available and whose specifications are described in detail on the Website, as well as the adjoining and common areas:

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

“**Meeting Rooms**”: the banquet and meeting rooms that we rent out for the organisation of various events.

“**Facilities**”: the additional options we offer, free of charge or for an additional fee, including but not limited to the use of Wi-Fi, leisure facilities, the fitness room and bicycle rental.

“**Restaurant**”: the restaurants and bars operated by Van der Valk.

“**Website**”: the website <https://www.hotelbrusselsairport.com> as well as 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 and payment solutions.

3. Application & validity

§1 These Terms apply to every agreement you enter into with Van der Valk, in the broadest sense of the term, to the exclusion of your own terms and conditions.

§2 If you place an order through an External Provider, you acknowledge and accept that:

- the External Provider is responsible and liable for the services it offers to you, for example the reservation and payment process, without us being a party to that agreement. We are only responsible for the Services we provide ourselves and for your actual stay;
- we have no influence or control over the services or processing times of External Providers and are not responsible for any resulting errors, complaints or overbookings;
- the External Provider's terms of use and privacy and cookie policy apply to the services you contract from that provider. Our Terms, including the cancellation policy, apply as soon as we have accepted and confirmed your reservation.

§3 In case of doubt or contradiction, the original Dutch version of the Terms prevails, unless local law provides otherwise.

§4 If one or more provisions are void or unlawful, they must be interpreted as valid provisions whose result comes as close as possible to the original intention of the void or invalid provision or to the spirit of the agreement. The remaining provisions remain fully applicable.

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

- the specific terms prevail over the general terms;
- deviating agreements are explicitly stated in the relevant offer and/or confirmed by us in writing;
- the other provisions of these Terms remain fully applicable.

§6 These Terms do not apply to:

- the purchase of goods through the e-commerce website <https://www.valkstore.nl>, for which the applicable terms are described at <https://www.valkstore.nl/pages/algemene-voorwaarden>;
- agreements you enter into with us as a non-Belgian customer, for which other terms apply and are communicated to you at the start of the agreement.

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

4. Acknowledgement & acceptance

§1 You may consult and therefore accept these Terms in several ways. You may consult them freely on the Website or request a copy on a durable medium by e-mail or through Reception. We also refer to the applicable terms during online reservation processes, with or without a mandatory click-through acceptance, and in various communications such as digital reservation confirmations.

§2 Any acceptance of our offer, such as a reservation or payment, implies your acceptance of these Terms. If you do not agree with them, please do not use our platform or our offer.

§3 Reservations you make online or by e-mail are confirmed by us in writing. You understand that we can never fully guarantee the proper receipt of digital communications, for example due to slow internet traffic, disruptions or incorrect e-mail addresses. Failure to receive a reservation confirmation, offer or payment request does not entitle you to terminate the agreement or avoid the payment obligation.

§4 You understand and accept that verbal reservations, for example by telephone or at the reception desk, and verbal requests, for example orders for optional services or goods at Reception or restaurant reservations by telephone, have the same value as written reservations and are therefore considered a valid agreement. Such verbal requests are confirmed in writing as far as possible, but you acknowledge that this is not always possible for practical reasons.

5. Amendment clause

§1 Reservations made are governed by the terms in force at the time you made the reservation.

§2 We may amend our Terms and prices at any time, but not to your detriment during the performance of an ongoing agreement.

§3 If the amendments concern minor language adjustments or legally required changes, such as an increase in excise duties, the amended terms will automatically enter into force without prior notice. Significant amendments will first be submitted to you, after which you have the right to accept or reject them and, in that case, to terminate the agreement without any right to compensation.

Start, nature and end of the agreement

6. Start & duration

§1 The agreement takes effect as soon as you accept an offer from Van der Valk, for example through a reservation, and after we have accepted it orally or in writing. Until then, we are not bound to you or your participants in any way and we may consider your reservation or event non-existent and release the intended accommodations or make them available to third parties. You acknowledge that any acceptance entails a payment obligation and that any advance payment automatically starts the agreement and confirms your acceptance of these Terms.

§2 Unless explicitly agreed otherwise, our agreements are always concluded for a fixed term, with the start and end period expressly stated in the reservation confirmation. The agreement ends automatically on the stated end date or upon your check-out from the hotel.

7. Best-efforts obligation

§1 We perform our services to the best of our ability, in accordance with the usual practices in our sector and the level of quality you may reasonably expect from us. Any cooperation with Van der Valk must always be regarded as a best-efforts obligation and not as an obligation to achieve a specific result.

8. Force majeure

§1 If we are unable to perform our obligations due to a temporary or permanent case of force majeure, we are entitled to terminate the agreement. Force majeure includes all circumstances reasonably beyond our control, including but not limited to: pandemics, threat of war, strikes, traffic disruptions, exceptional weather conditions, fire, late or incorrect delivery by third parties, etc. In the event of force majeure, we will inform you as soon as possible and refund any amounts already paid, without additional compensation, for Goods and Services that have not yet been provided.

9. Termination & termination compensation

§1 Agreements may be suspended or terminated out of court, without entitlement to compensation:

- in the event of force majeure;
- if you fail to comply with the payment obligation or the house rules;
- if you or we fail to perform contractual obligations.

§2 Any termination will be confirmed in writing, reasoned and communicated as soon as possible, it being understood that you remain liable for debts incurred before the termination date. If Services or Goods have only been provided in part, we may invoice them separately.

10. Right of withdrawal

§1 If you are a consumer within the meaning of Art. I.1, 2° of the Belgian Code of Economic Law and not a company or legal entity, you may in certain cases have the right to withdraw from an agreement without giving any reason and within 14 calendar days from the start date. **However, the right of withdrawal does NOT apply to “services relating to accommodation other than for residential purposes, transport, car rental services, catering and services related to leisure activities, where the agreement provides for a specific date or period of performance” (in accordance with Art. VI.53, 12° of**

the Belgian Code of Economic Law). **You can therefore not invoke the right of withdrawal for hotel overnight stays, restaurant reservations or room hire at Van der Valk.**

Room reservations

11. Reservation

§1 You can reserve accommodation in various ways:

- via the Van der Valk website(s), Reception, by telephone or by e-mail;
- via the platforms of External Providers.

§2 We do not accept reservations made through social media.

§3 We reserve the right to refuse reservations without giving reasons. This may be the case, for example, where there is a fraudulent profile, minors, unavailability of the reserved accommodation or where we have previously refused you access to our hotels, for example following a breach of the house rules.

12. Booking rooms for several or other hotel guests

§1 If you wish to offer your guests the possibility to book rooms themselves, you must provide us with a detailed list containing the following information:

- the number of rooms you wish to place on option;
- the room types and expected occupancy per room (single, double, etc.);
- whether breakfast is included;
- payment instructions: will the guest or the organisation pay for the rooms?

§2 Procedure:

1. After receiving this information, we draw up a contract and place the requested rooms on option.
2. You or your guests book their room via a link or by e-mail and receive a confirmation together with a payment request.

§3 As soon as the applicable option deadline expires, we release the rooms. In that case, your guests can still book rooms only subject to availability and at the rates applicable at that time. We apply the following option deadlines:

- 6 weeks before the first arrival date, we release 50% of the rooms not yet booked. Example: for a block of 50 rooms of which 30 have been booked, 20 rooms remain. Half of those 20 rooms, i.e. 10 rooms, are released. The remaining 10 rooms remain on option.
- 4 weeks before the first arrival date, all rooms not yet booked are released.

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

13. Identification details and obligation to cooperate

§1 As a hotel, we are legally required to verify the identity of our guests in order to prevent identity fraud and money laundering. Anyone making a reservation is responsible for correctly entering the identity details of the guests concerned and obtaining their consent for this purpose. At check-in, each guest must also present a valid photo ID, from which we record only the strictly necessary details.

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

§3 We also reserve the right to investigate any suspected fraud or abuse ourselves and, in case of doubt, to refuse or cancel reservations without owing any compensation.

Cancellation policy

14. Cancelling/amending reservations

§1 The cancellation policy below applies to every reservation with Van der Valk, both for the hire of hotel rooms and meeting rooms and for reservations in our restaurants.

§2 By “cancellation”, we mean the cancellation of an entire reservation. Where only certain rooms or tables within a reservation are cancelled, this is considered an “amendment”.

§3 If deviating cancellation conditions apply, these are always stated in the relevant offer or reservation confirmation. This may be the case, for example, for temporary promotions, External Provider booking conditions, Valk Loyal benefits or cancellation insurance.

15. Procedure for amending or cancelling reservations

§1 You must notify us of any amendment request, for example an increase or decrease in the number of guests or rooms or a change to the stay dates, as well as any cancellation, as soon as possible, in writing or via a digital link that we provide for this purpose.

§2 An amendment or cancellation is valid only after written confirmation from us. If you wish to amend your reservation, we may accept or refuse the amendment, process it free of charge or charge cancellation fees based on the termination compensation set out below.

§3 Any form of “no-show”, whatever the reason, does not constitute a valid cancellation. In that case, the full price of the reservation made remains payable in full.

16. Termination compensation & costs

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

- **Up to and including 120 days before the scheduled arrival date**, the full reservation or part of it may be cancelled free of charge.
- **Between 119 and 85 days before the scheduled arrival date**, 50% of the number of rooms, meeting rooms or participants may be cancelled free of charge. Any further cancellation will be charged at the contractual price.
- **Between 84 and 60 days before the scheduled arrival date**, 30% of the number of rooms, meeting rooms or participants may be cancelled free of charge. Any further cancellation will be charged at the contractual price.
- **Between 59 and 30 days before the scheduled arrival date**, 20% of the number of rooms, meeting rooms or participants may be cancelled free of charge. Any further cancellation will be charged at the contractual price.
- **Between 29 and 15 days before the scheduled arrival date**, 10% of the number of rooms, meeting rooms or participants may be cancelled free of charge. Any further cancellation will be charged at the contractual price.
- **Between 14 and 3 days before the scheduled arrival date**, a maximum of 3 rooms or participants may be cancelled free of charge. Any further cancellation will be charged at the contractual price.
- **Less than 3 days before the scheduled arrival date**, a fixed cancellation compensation of 100% of the price of the cancelled room reservations is due. In the event of a no-show, the room will also be charged for the entire stay.
- In the event of a last-minute cancellation, meaning less than 5 days before arrival, you must always notify us both by telephone and by e-mail. Call +32 (0)2 277 20 20 and send an e-mail to info@brussels.valk.com. Is it a group reservation? Also send an e-mail to reservations@brussels.valk.com.

§2 In exceptional cases and only for specific contracts, we may accommodate guests up to the day of arrival in another equivalent Van der Valk establishment.

§3 We do not charge administrative fees for processing amendments or cancellations. Costs already incurred and mandatory contributions, such as tourist tax and eco-taxes, remain payable by you and are not refunded.

17. Unavailability or amendment by Van der Valk

§1 It may always happen that the Accommodation you have reserved is no longer available, for example in the event of overbooking due to intermediate or simultaneous reservations via external providers, or due to urgent repair works. In such a situation, you have the choice:

- either to cancel the planned reservation free of charge, in which case we will immediately refund any amounts already paid;
- or to accept our proposal to transfer the reservation to another Van der Valk hotel or to a nearby establishment of the same or a higher category. In that case, we will bear any difference in hotel room price as well as any transfer costs, for example taxi costs. However, you indemnify us against any claim that may be brought against Van der Valk by your participants or guests because we are unable to make the planned accommodation available.

§2 Unavailability or amendments by Van der Valk do not entitle you to any additional compensation.

Specific provisions for hotel stays

18. General check-in & check-out times

§1 Unless specifically agreed otherwise, **check-in is possible from 3:00 p.m. local time** on the day of arrival. 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 an absolute guarantee that the room will be available earlier, this is only possible by booking the paid “early check-in” option or by also booking the previous night.

Stuck in traffic or delayed for another reason? Please inform us as soon as possible to avoid no-show charges.

§2 **Check-out must take place before 11:00 a.m. local time.** In the event of late check-out, up to a maximum of 5:00 p.m. local time, a supplement is due. Late check-out always depends on availability, cannot be guaranteed and is possible only with the prior approval of Reception.

§3 The check-in/check-out times mentioned above apply to both individual reservations and groups.

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

- provided that you request this in advance, it being understood that we may accept or refuse this deviation and may or may not charge a supplement per started hour or per half day;
- provided that you have booked a specific option for this purpose, such as “late check-out”.

§5 Early departure never entitles you to a refund of room prices or statutory charges such as tourist tax or other public taxes. Any remaining nights that you do not use will be charged at the contractually agreed rate.

19. Children & teenagers welcome

§1 Our accommodation is arranged to meet the usual expectations of adult guests. Children are of course welcome, but only under adult supervision.

§2 Please inform us of the presence of children when making your reservation/order and let us know in good time which necessary and/or paid options are required, such as a child’s bed in the room.

§3 We can accommodate unaccompanied minor teenagers only upon presentation of written authorisation from a parent or guardian.

20. Pets welcome

§1 Guide dogs for the visually impaired and assistance dogs are always welcome. Please mention the presence of assistance dogs with every reservation so that we can give them the space they deserve.

§2 In certain rooms, small pets such as dogs or cats up to 20 kg are allowed subject to a supplement. Unfortunately, our accommodation is not equipped for other animal species.

§3 The following conditions apply to all pets:

- you must mention the presence of pets before finalising the reservation. This allows us to take this into account when assigning the room and to keep other rooms pet-free and suitable for people with allergies;
- maximum 1 pet per room;
- pets must not be left unattended in the room;
- your pets must not cause nuisance to other hotel guests;
- in common areas such as stairwells and corridors, you must always keep animals on a leash or place them in a closed transport crate;
- pets may never sleep on the bed or on armchairs, even in a basket;
- because of HACCP standards, we allow pets only in certain parts of our restaurants; please discuss this with us in advance.

§4 For each pet, we charge a supplement of €25.00 per pet per day. This covers, among other things, additional cleaning costs.

21. Persons with reduced mobility

§1 Our hotels are fully wheelchair accessible and we also have several adapted rooms. Please inform us in advance of any points of attention we should take into account in order to make your stay as comfortable as possible.

Specific provisions for our restaurants & event catering

22. Menus & ingredients

§1 Please inform us in good time of any specific points of attention, such as allergies, vegetarianism and veganism. We do everything possible to take these into account, but we reserve the right to refuse certain requests or charge supplements for them.

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

23. Event catering

§1 For event catering, we agree clear arrangements with you in advance. We summarise these in the special conditions that you sign and that prevail over the general terms and conditions.

Specific provisions for room hire & events

24. General and deviating arrangements

§1 For the hire of meeting rooms and events, the provisions below apply as general rules. If any deviation applies, we confirm the agreed arrangements between the parties in writing in advance by means of an offer and/or reservation confirmation.

§2 The names of our meeting rooms are purely indicative and are not binding in any way. We may unilaterally and freely change the names of our rooms at any time.

25. Start and end times

§1 For room hire, we agree the start and end time of the event together and then confirm them in writing. You accept that we may charge all additional hours or other expenses resulting from non-compliance with the agreed schedule.

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

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

26. Number of participants

§1 For safety reasons, it is **prohibited to exceed the maximum permitted capacity**.

§2 In the event of significant changes or an increase in the number of participants, we will do our best to propose an appropriate solution, for example by offering additional rooms or moving the event to another Van der Valk hotel. In that case, we owe no financial compensation.

§3 A decrease in the number of participants never entitles you to any discount or refund. Any price adjustments are possible only in consultation with Van der Valk, which reserves the right to accept or refuse them.

27. Audiovisual equipment

§1 If we provide audiovisual equipment, then:

- you must use it carefully and correctly throughout the event;
- you are deemed to have received the equipment in good condition and must immediately report any missing items, defects or damage after receipt/commissioning;
- you must immediately report and compensate any damage caused by you or by your participants.

§2 If you use your own sound installations or equipment rented elsewhere, then:

- you must inform us in advance, it being understood that we reserve the right to allow or refuse such use;
- we are not responsible for any loss, theft or damage. You must take the necessary measures yourself to secure, protect or insure your equipment;

§3 For electronically amplified sound, you must comply with the applicable legislation on sound standards and must not exceed the maximum permitted volume of 95 decibels. Please also consider the hearing protection of your guests.

28. Your obligations as event organiser

§1 You are required to obtain the necessary information and request the required authorisations from the competent authorities, as well as to comply with all applicable legislation, local rules and safety measures. If we pass on information from partners, authorities or third parties, this is always purely indicative and without any guarantee as to its substantive accuracy.

§2 As organiser, you are personally responsible for all consequences of acts committed by you and/or your guests, whom you must also inform in advance of the applicable rules of conduct and house rules. In any event, you are jointly and severally liable, together with your participants, to compensate any damage caused by you or your participants. You must also indemnify us against any claim, both principal amount, interest and costs, brought against Van der Valk by your guests or other persons for damage or nuisance suffered as a result of your event and/or the attitude, conduct or negligence of you or your guests.

§3 You must take out insurance with an authorised Belgian insurance company covering your liability as organiser for the planned duration of the event. We strongly recommend also taking out insurance

covering damage, vandalism and theft. In every insurance file, the deductible always remains at your expense.

§4 Before the event, you must request our authorisation to:

- use the walls, floors, tables, etc. in the room;
- place posters, signs, flags or any other advertising material;
- provide entertainment of any kind during your event.

§5 You must remove all your belongings fully and in good time within the agreed end time.

§6 You appoint a responsible person who ensures the general smooth running of the event and remains reachable at all times. You provide us with their contact details in advance. We may carry out checks at any time during your event. If we believe your activities are contrary to safety standards, local legislation, our terms or our house rules, we may terminate the event and, if necessary, also notify the authorities or emergency services.

§7 If, as organiser, you engage external security staff, the security company must be authorised by the Ministry of the Interior and the staff must meet the training requirements provided by the Act of 10 April 1999 on private security companies, security companies and internal security services. The number of persons, their names and whether or not they are armed must be communicated to us in writing in advance.

29. Prohibitions

§1 In both the reserved rooms and the adjoining spaces and common areas, it is prohibited to:

- exceed the maximum permitted number of persons;
- install flammable decorations or ornaments;
- use fastening materials that may cause damage, such as nails, thumbtacks, adhesive tape, etc. In consultation, fastening with painter's tape, tie wraps or easily removable adhesive may be allowed, but not on painted surfaces, door frames or windows;
- organise events intended to glorify, spread or promote ideological, illegal or extremist ideas;
- commit acts that obstruct the normal operation of the hotel or disturb the peace and privacy of other hotel guests or staff members.

Prices & discounts

30. Price display

§1 The prices displayed on our website(s) may vary depending on the stay dates you select, such as high season or low season. Prices are always indicative until the reservation process has been fully completed. The final price is the price shown on the payment screen at the end of the reservation process.

§2 We are not responsible for manifestly incorrect displays of offers, services or prices due to incomplete or outdated information, printing errors or different colour rendering, either on our own website or on those of external providers. Images may also contain items not included in the price and colours may differ from reality, depending among other things on your screen settings.

31. Included / not included

§1 Unless explicitly stated otherwise, our prices are quoted in euros and include all charges that you are required to pay, such as statutory taxes or eco-taxes. Tourist tax is, however, stated separately (€5.80 per room per night).

§2 Temporary offers, discounts and promotions subject to specific conditions are mentioned separately in the relevant offer.

§3 Prices for additional options are charged separately. These supplements apply, for example, to meals, meeting facilities and so-called on-demand services such as room service, additional cleaning, taxi service and bicycle rental.

32. Discounts

§1 You understand and accept that we have no influence or control over loyalty programmes, discounts or benefits offered by external providers. We are not responsible for any consequences arising from them, for example in the event of amendment or cancellation of a reservation.

§2 A digital promotion or discount code is entered during the online reservation process, after which the discount is immediately applied in the shopping basket. These codes can be used only once.

33. Gift cards and vouchers

§1 For gift cards issued by Van der Valk, the applicable conditions are those described on <https://www.valkcadeaucard.nl/>.

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

Payments & invoicing

34. Payment deadlines

§1 The payment deadline is always stated in the reservation confirmation. In principle and unless agreed otherwise, the general and/or possible payment deadlines are as follows:

- Hotel overnight stays:
 - direct payment during the online reservation process for individual reservations;
 - payment on site upon check-in at the hotel;
 - deferred payment subject to prior credit card guarantee;
 - for companies: subsequent payment by bank transfer after receipt of the invoice, if this has been contractually agreed in advance.
- Room hire, events:
 - for Belgian companies, and subject to prior agreement: payment of a deposit of 75% at least 30 days before the start of the event. The balance is payable after the event and upon departure from the activity, or on the invoice due date if subsequent payment by invoice has been authorised.
 - for foreign companies, private individuals and amounts below €500: 100% advance payment.
- Invoices: payable within 14 days from the invoice date.

§2 You are responsible for the accuracy of the payment or credit card details you enter and for the availability of a sufficient balance to debit the amount due. You must also verify that payments have been correctly made and debited from your account. We are not responsible for payments that have not been completed, for whatever reason.

35. Payment method

§1 Payments can be made:

- by online payment via the Website, with our payment service provider “Adyen” encrypting all payment details via a secure SSL connection. Sensitive payment details are not stored by us;
- by debit or credit card;
- by American Express;
- by bank transfer to the BNP Paribas Fortis account: **IBAN BE06 0015 1723 7422** SWIFT/BIC **GEBABEBB**;

- by cash payment at the hotel up to the statutory maximum amount of €3,000.00, only upon presentation of a valid debit or credit card as a control measure;

§2 We do not accept:

- Diners Club;
- 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 payment application provided.

36. Currency

- **§1** We reserve the right to accept or refuse, at our sole discretion, payments or refunds in a currency other than the euro.

37. Invoicing

§1 The invoicing address stated in the contract is binding for the invoice. Any change must be communicated to us before the start of the event or overnight stay.

§2 Invoices are sent via Peppol for Belgian companies or by e-mail for foreign companies or private individuals. Non-receipt does not entitle you to any postponement of payment or exemption from the payment obligation.

§3 The person or company that made the reservation guarantees payment of the full invoice. If, at your request, we split invoicing between one or more guests, participants and/or organisers, you remain, together with the relevant participants, jointly and severally liable for payment of all amounts due by the persons concerned, both principal amount, interest and costs.

38. Late payment

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

§2 If we do not receive the deposit amount or the full advance payment within the agreed deadline, we may cancel the reservation and release the Accommodation to third parties, without owing any compensation.

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

§4 You accept that we may retain goods and belongings located in the hotel or in adjoining areas as security for payment of the amounts due.

39. Invoice collection

§1 If the payment deadline is exceeded, for whatever reason, we will initiate a collection procedure, possibly through a third party to whom we will provide the necessary customer data for that purpose. You are required to fully reimburse extrajudicial and/or judicial collection costs.

Invoice collection from consumers in accordance with Book XIX of the Belgian Code of Economic Law

§2 After the payment deadline has been exceeded, you first receive one free payment reminder and a payment term of 14 (fourteen) calendar days. This term starts on the calendar day following the sending date of the reminder by e-mail, or on the third working day following postal dispatch.

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

- **Late-payment interest** in accordance with Art. 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 fixed penalty clause
 - €20.00 for debts lower than or equal to €150.00;
 - €30.00 + 10% of the remaining amount due in the bracket between €150.01 and €500.00;
 - €65.00 + 5% of the remaining amount due in the bracket above €500.01, with a maximum of €2,000.00.
- **Fixed reminder costs** of €7.50 per letter, increased by postal costs, for each letter from the fourth reminder per calendar year.

§4 You have the right to request additional information about invoices, dispute them and request a payment plan, which we may accept or refuse. For this purpose, you must send us a written and reasoned request within 14 days. We or the collection agents we have appointed will then temporarily suspend the collection procedure in accordance with the statutory deadlines provided by Book XIX of the Belgian Code of Economic Law. Any debt mediation must be reported to us immediately.

Invoice collection from companies

§1 For business-to-business contracts, the statutory provisions on invoice collection in commercial transactions, including the provisions on interest due in accordance with Art. 5 of the Act of 02/08/2002 on late payment, apply.

§2 In the event of late or incomplete payment, fixed compensation becomes due by operation of law, without prior notice or formal notice of default, from the invoice due date. This penalty clause amounts to 10% of the principal amount with a minimum of €50.00, increased by fixed administrative costs of €12.50 and further increased by any bank, postal and/or transaction costs as well as procedural indemnity, insofar as applicable. All this without prejudice to our right to claim higher compensation if we can prove greater actual damage.

40. Refunds & reciprocity clause

§1 Refunds are made using the same payment method as used for the initial transaction, unless you expressly provide other payment details. No interest, transaction costs or administrative costs are charged on refunds.

§2 In addition to cash refunds, we may also offer you compensation in the form of vouchers, which you may accept or refuse.

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

§4 In accordance with Art. VI.83, 17° of the Belgian Code of Economic Law, as a consumer you are entitled to equivalent compensation if we fail to comply with our obligations. If compensation or a refund is due between us, the amounts stated in these Terms 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 sole discretion.

§2 Although we make every effort to ensure the proper functioning and security of the Website and the applications linked to it, malfunctions, interruptions, data loss or the unintended spread of viruses or malware can never be fully excluded. You cannot hold us liable for such events.

§3 By using certain Applications, developed and managed by third parties, you acknowledge and accept that those applications may apply different terms of use, cookies and data management from ours. You decide yourself whether or not to use these applications.

42. Account and passwords

§1 You are solely responsible for keeping your login details and passwords confidential and you may not share them with third parties. We have no access to your login ID or password.

§2 Valk accounts are intended for personal use. You may not share your account with persons who are not part of your household.

Privacy, cookies & intellectual property

43. Privacy & cookie policy

§1 We collect and process your personal data for the performance of the agreement, complaint handling, invoice collection, promotional or informational communications, customer management, accounting and direct marketing activities, in accordance with Belgian legislation and the General Data Protection Regulation (GDPR). The legal bases are the performance of the agreement, compliance with legal and regulatory obligations and/or legitimate interest.

§2 We process your personal data confidentially and do not transfer, rent or sell it to third parties without your explicit consent.

§3 You have the right to access and rectify your personal data, the right to object free of charge to the use of your data for direct marketing purposes and the right to request information about our privacy policy. This request must be submitted in writing, dated and accompanied by a valid identity document.

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

- Privacy policy: [Privacy policy | Van der Valk Hotel Brussels Airport](#)
- Cookie policy: [Cookies | Van der Valk Hotel Brussels Airport](#)

44. Intellectual property

§1 All documents, images, texts, creations and other intellectual works created by Van der Valk, in whatever form, remain our property. They may not be distributed, copied, made public or used in any way, by you or with the help of third parties, without our prior explicit authorisation.

§2 When we display or transmit information from partners, public authorities or third parties, this is provided for indicative purposes only, without any guarantee as to its substantive accuracy.

Liability, complaints & disputes

45. Liability

§1 The person making the reservation is jointly and severally liable for any loss, damage, theft or any other harm resulting directly or indirectly from the stay, whether caused by their own actions or by the actions of third parties present in the hotel through them.

§2 You indemnify us against any claim that your guests or participants may bring against us due to unavailable accommodation.

§3 In accordance with Art. VI.83, 13° of the Belgian Code of Economic Law, we are liable only for direct damage resulting from failure to comply with the contractual commitment or caused by intentional gross fault, negligence or fraud by Van der Valk and/or our appointees.

§4 Any liability of Van der Valk and/or our appointees may be invoked only up to the coverage provided by our civil or professional liability insurance. Additional information on guarantees and limit amounts will be provided to you upon simple request. If our civil or professional liability insurance does not cover the damage, our total liability, both contractual and non-contractual, is limited, in principal amount, costs and interest, to the remuneration including VAT due to us in the file for which liability is established.

§5 We are not liable for:

- services, discounts and benefits offered by external providers;

- manifestly incorrect displays in offers or prices;
- damage, theft or vandalism concerning:
 - personal belongings stored carelessly, for example not placed in the safe;
 - goods left unattended in rooms, corridors, stairwells, etc.;
 - vehicles parked in our car park or anything located inside them.
- the consequences of acts contrary to our Terms or House Rules;
- where we depend, for the performance of our obligations, on the cooperation, services or deliveries of third parties, we are not liable for damage resulting from their fault.

46. Complaints

§1 Although we do our utmost to provide you with the service you deserve, an unintentional error may always occur. In that case, please submit your complaint in writing within 14 days. We confirm receipt of your complaint within 30 days and then handle it to the best of our ability.

§2 Although we clearly prefer direct communication and amicable consultation, you may also submit your complaints to:

- the Consumer Mediation Service of the FPS Economy via <https://consumentenombudsdienst.be/nl>
- the “Departement Internationaal Vlaanderen”, competent for the operation of tourist accommodation, where you will find more information about your rights, obligations and complaint 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 Taking possession of hotel rooms or rooms implies your automatic agreement that you received them in good condition. Any form of non-conformity must be reported immediately to Reception so that we can take the necessary measures and avoid unjustified invoicing.

§4 If either party fails to perform, performs only partially or performs the contract incorrectly, the party that has suffered damage informs 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 exempt 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 analogue and digital communications, backups and CCTV footage may serve as evidence, and that the burden of proof lies with the claimant.

§2 All disputes relating to the validity, interpretation, performance and termination of the contract are governed by Belgian law and fall under the exclusive jurisdiction of the competent courts.

You may 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 Convention on the International Sale of Goods is expressly excluded.

Annex: Van der Valk house rules

48. Validity & acceptance

§1 These house rules form an integral part of our general terms and conditions and apply as a general guideline in all our hotels. Where deviating or specific rules apply, they are displayed visibly or explained to you personally.

§2 Every reservation and every visit to our hotels implies your acceptance of these house rules.

§3 The person inviting participants or guests to our hotels is responsible for informing them of the content of the house rules.

§4 You understand and accept that, in the event of non-compliance with the house rules, we may:

- immediately terminate events and stays and/or terminate the contract;
- require the persons concerned to leave the hotel and also refuse them access in the future;
- charge the costs, increased by the fixed amounts stated below;
- where appropriate, report the facts to the competent authorities.

49. General rules of conduct

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

§2 The peace and privacy of other guests, visitors, staff members and neighbours must be respected. This also applies to children or pets accompanying you under your supervision.

§3 Respect the agreed times for check-in/check-out, restaurant visits or the start and end times of events. Slightly delayed? Please inform us as soon as possible. For any deviation, we may charge supplements, although we try to avoid this as much as possible.

§4 Hotel rooms are arranged for a maximum occupancy corresponding to the number of beds in the room. You may of course invite visitors, provided that the number of persons present can be considered reasonable and normal and no nuisance is caused. In our restaurants and hotel bar, you will certainly enjoy your visit more.

50. Luggage & lost property

§1 Please never leave your luggage unattended.

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

§3 Please hand in found items at Reception. We do everything possible to return them to their rightful owner. If we know the rightful owner's contact details, we send a notification and the items can be collected or possibly shipped. Found items are kept for a maximum of 3 months. After that period, we reserve the right to donate them to a good cause, without owing any compensation to the owner.

51. Damage noticed?

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

§2 Did you accidentally damage something? Please report this immediately to Reception and settle the amount due, to avoid us having to charge a potentially higher damage amount and additional costs.

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

52. Smoking and prohibited substances

§1 Smoking is strictly prohibited in our hotels. You may smoke only outside, in the designated areas. The smoking ban applies to cigarettes, cigars, vapes and other smoking products. The use of smoke machines, fireworks, candles or open flames is also prohibited.

If a breach of the above rules is established, the hotel will charge a fine of €250.00 and the person(s) concerned will be asked to leave the hotel immediately.

§2 Prohibitions:

- consuming, storing, selling or otherwise commercialising drugs and/or nitrous oxide in or around our hotels;
- wrongfully activating the fire alarm;
- blocking emergency exits or improperly handling safety equipment such as fire extinguishers or fire detectors.

§3 In case of breach:

- a fixed fine of €150.00 per breach and/or per nitrous oxide cylinder present;
- and, in the event of activation of the fire alarm without valid reason, a fixed fine of €500.00, increased by any costs, will be charged to the person who triggered the alarm or to the person who made the reservation;
- and immediate removal from the hotel;
- and we reserve the right to report the facts to the competent authorities and/or to take legal action;
- and the right to charge higher fines and costs if we can demonstrate greater actual damage.

53. Housekeeping & linen

§1 We do not provide standard daily room cleaning. In this way, our guests contribute to the GreenStay programme, where a tree is planted for every room that is not cleaned. More information can be found at: [GreenStays](#).

If you nevertheless wish to use our cleaning services, this remains possible. In that case, you can use the door hanger in your room to indicate that you would like cleaning.

§2 Additional linen, such as towels or blankets, is available via Reception.

54. Cameras

§1 Our staff are entitled to respect for their privacy in accordance with the Camera Act of 21 March 2007. It is **prohibited to film our staff or to install hidden cameras**.

§2 To ensure your safety, however, we use CCTV in the freely accessible areas of our hotel. In the event of nuisance, an incident or a calamity, the recorded images may be used as evidence, within the applicable legal framework.

55. Maximum occupancy

§1 For safety reasons, it is not permitted to exceed the maximum authorised occupancy in our event rooms.

56. List of prohibited acts

§1 The acts listed below are **strictly prohibited** in our hotels. The examples are provided for explanatory and indicative purposes only and are not exhaustive:

- illegal practices such as consuming, storing or trading drugs or nitrous oxide, serving alcoholic beverages to minors, prostitution, etc.;

- bringing flammable, explosive or dangerous liquids or products into the hotel;
- overloading electrical installations;
- making false statements about the purpose of your stay or event, as well as any form of subletting;
- lending keys to third parties or having copies made on your own initiative;
- any form of nuisance, disturbance or inappropriate or discriminatory behaviour towards other guests, staff and neighbours;
- organising gatherings intended to glorify or spread ideological, illegal or extremist ideas;
- using our address details as an official correspondence or residential address, unless a possible deviating agreement has been made for office rental;
- moving or rearranging furniture, blocking emergency exits and/or evacuation routes, or moving or improperly handling safety equipment such as fire extinguishers;
- spending the night in areas that are not hotel rooms;
- leaving windows and doors unlocked when leaving the hotel room or event room, or leaving windows and external doors open during events;
- exceeding the maximum permitted number of persons;
- taking glasses, cups or any other tableware;
- using confetti or confetti machines, both indoors and outdoors;
- attaching heavy loads, posters or flammable decorations to walls, doors or ceilings;
- hanging posters or advertising material without our authorisation;
- using fastening materials that may cause damage, such as nails, thumbtacks, adhesive tape, etc. Fastening with cable ties or easily removable painter's tape may possibly be allowed in consultation, but never on painted surfaces, door frames or windows;

§2 In the event of a breach, we reserve the right to (i) immediately and in the future refuse access to our hotels to all persons concerned, (ii) charge the fixed fines provided for breach of the smoking ban, increased by the necessary restoration costs and any additional costs resulting from the unauthorised acts, (iii) call in the competent authorities and emergency services and (iv) take legal action.

57. Parking & charging stations

§1 Any parking spaces offered by our hotels are used at your own risk. Some CCTV is provided, but there is no permanent or continuous human surveillance. We therefore cannot prevent theft, vandalism or damage.

§2 Charging areas for electric vehicles, such as Tesla charging points, may not be used as ordinary parking spaces. Please move your vehicle as soon as charging has been completed.

58. Safety & emergency situations

§1 General safety procedure

1. remain calm;
2. activate the fire alarm if it has not yet been triggered;
3. consult the evacuation plans in the common areas;
4. leave the premises immediately, without using the lifts;
5. notify the emergency services once you have left the premises safely.

§2 Other obligations

- emergency exits must always remain clear and safety signage must remain visible;

- fire doors and emergency doors must remain closed and no material may be placed against or behind these doors;
- stairwells used as evacuation routes must remain free of any obstruction;
- materials suspended in door openings or corridors must be made of non-flammable or flame-retardant material, must be separable in the middle and must be fixed in such a way that they can easily be pushed aside.