General Terms and Conditions for Hotel Accommodation Contracts
- Belgium -

I. Scope

1. These Terms and Conditions of Business for Accommodation Contracts ("T&Cs") apply to contracts and/or offers for the letting of hotel rooms for accommodation and all further supplies and services provided by hotels operating in Belgium under the "Penta Hotels" brand of **Penta Hotels Worldwide GmbH** (Company under German law, Mayfarthstr. 15-19, 60314 Frankfurt am Main, Germany, registered in Germany with the number [o], VAT: DE249953779, info@pentahotels.com, tel.: +49 69 2566990) ("Hotel").
2. These T&Cs govern the relationship between the individual and/ or legal entity booking a room and the Hotel, as well as the relationship between the actual guests staying in the booked room and the Hotel. The person booking the room and the actuel guests shall be jointly and severally liable to the Hotel for all obligations arising under the Contract, in case these are different persons. The person booking a room and the actual guest are hereinafter called "the Customer".
3. The person booking a room is responsible to duly inform the persons that will stay in the booked room or any guest or travel partner of the contents of these T&Cs and all information made available by the Hotel, and ensures acceptance and compliance with these T&Cs by such persons, guests and/or travel partners (the Belgian concept of '*sterkmaking*').
4. Any additional conditions between the Customer and the Hotel shall only apply, if confirmed by the Hotel in writing.

II. Conclusion of Contract, contracting Parties, Term of Contract

1. The hotel accommodation contract between the Hotel and the Customer ("Contract") enters into force and binding effect through the Hotel's acceptance of the Customer's accommodation request ("Room Booking") and/or the check-in of the Customer-guest. The Hotel is free to confirm the Room Booking in text form.
2. The Customer does not have a reflection period after booking, nor the right to revoke his Room Booking and the Contract, even when the Contract was concluded remotely, except for the cases set out in Article V of these T&Cs.
3. The Contract's term elapses when both parties have duly fulfilled their obligations under the Contract. Contractual claims against the Hotel become time-barred one (1) year after the commencement of the statutory limitation period, except for claims based on intentional act.

III. The Customer's Duty of Care and Liability

1. To the extent the Customer's Room Booking concerns several rooms for a multitude of guests, the guests mentioned in the Room Booking shall have the same rights under the Contract as the Customer. The Customer guarantees the full payment for the Hotel's services in the context of the Room Booking. It is the Customer's duty to advise the guests accordingly and to share these T&Cs with the guests.
2. The Sub-letting or re-letting of rooms, the provision of the room(s) for use of third parties, the use of the room(s) for purposes other than accommodation, e.g. for public invitations or other advertising measures, for interviews, sales and similar events, and the use of the Hotel's public areas for purposes beyond the average guest experience at the Hotel require the prior written approval of the Hotel and may be made subject to payment of an additional charge. For the avoidance of doubt, the Hotel may demand to stop or stop any interviews, sales and similar events in the room(s) and/or the Hotel's public areas which have not been priorly approved in writing by the Hotel.
3. The Customer shall ensure the diligent use of the Hotel's premises and the use for the contractual purpose only. Prior to the conclusion of Contract, the Customer shall inform the Hotel, without being requested to do so, if the intended use of the Hotel's premises and services could jeopardize the smooth business operations, the safety or the reputation of the Hotel. The Customer shall adhere to the Hotel's safety and security instructions. The Hotel shall have the right to cancel any Room Booking which, in the Hotel's sole judgement, represents a threat to its smooth business operations, safety or reputation.
4. The Customer shall notify the Hotel in writing and in due time, if items of extra-ordinary value shall be brought to the Hotel. The Hotel may request the Customer to store such items at the central safe and may exclude its liability for any amount exceeding the Hotel's insurance cover.
5. Pets are allowed at the Hotel only subject to the Hotel's prior written approval and subject to an additional service fee.
6. Smoking at the Hotel's premises is only allowed in designated areas. The Hotel's guest rooms, corridors and public areas are non-smoking areas, unless explicitly indicated otherwise in writing. Failure to adhere to non-smoking policies may incur a fee of EUR 250.00, without prejudice to the right of the Hotel to demand a higher compensation should its damages be higher (in derogation of art. 5.88, §1 of the Belgian Civil Code).
7. In the unlikely case of a reason for complaint during the Customer's stay at the Hotel, the Customer shall inform the Hotel's front desk personnel or manager on duty without delay. Contractual claims against the Hotel are time-barred pursuant to Article II.4 above.
8. If the customer or any of their accompanying parties cause damage to property on the premises, including but not limited to their guest room, the public areas and/or corridors, they will be liable to pay the relevant costs for repair, plus the average room rate for any subsequent nights that the Hotel is unable to sell the room.

IV. The Hotel's Services and Payment Terms

1. The Hotel shall hold the room(s) available pursuant to the Room Booking and shall provide ancillary services as agreed with the Customer in writing. The Hotel reserves the right to find suitable alternative accommodation for the Customer at equal or higher quality standards as at the Hotel, and at no cost to the Customer and to the extent reasonably acceptable to the Customer, should the Hotel be unable to allocate the room(s) to the Customer for any reason ("*Walk Policy*").
2. The Customer shall pay the agreed room rates and applicable prices of any further services rendered and supplies provided to the Customer upon invoice. To the extent the Hotel incurs fees and expenses for any third party's services or supply which were arranged by the Customer, the Customer shall reimburse the Hotel and pay an administrative surcharge to the Hotel of 5 % of the third-party amount.
3. The room rates and service prices include the respective statutory taxes and public charges such as VAT. If a statutory tax or public charge such as VAT changes in the period between the conclusion of the Contract and its performance of the Contract, or if a new public charge is introduced, the statutory taxes and public charges applicable at the time of the Customer's check-in-date at the Hotel shall be charged.
4. In case the Customer requests a modification of the Room Booking in respect of the number of rooms or of the duration of the stay, the Contract may be amended, subject to availability of additional rooms. A reduction of room nights may trigger an increase of the initially agreed room rate. Any

such modification and amendment of the Contract shall be documented in writing.
5. Upon the Customer's check-out of the Hotel, the Hotel shall - unless set out otherwise in the Contract - invoice the Customer and shall account for all consumed room nights at the agreed room rate, additional hotel services such as the provision of food and beverage, parking fees and other expenses as such may be accrued by the Customer. The invoice shall be due and payable immediately without delay.
6. The Hotel is, in its sole discretion, entitled to request advance payments of an amount equal to a portion or the full value of the Customer's Room Booking, payment of which shall be due ten (10) calendar days after conclusion of the Contract, or upon arrival at the Hotel, whatever is earlier.
7. The Hotel may, in the alternative to requesting a deposit or advance payment, require a credit card guarantee of the Customer for an amount equal to a portion or the full value of the Customer's Room Booking, plus a reasonable set amount for expected additional charges. The Customer shall provide the Hotel with its credit card details and allow the Hotel to block the requested amount as a guarantee for the Customer's payment.
8. In case of the Customer's default with providing a deposit, advance payment or credit card guarantee, the Hotel is entitled to rescind the Contract.
9. In case of late payment of an invoice, and in case the Customer is an enterprise (*onderneming*, as defined by the Belgian Code of Economic Law), the Hotel is *ipso jure* and without notice entitled to interest on the invoiced amount of 12% or the reference interest rate referred to in Article 5, second paragraph, of the Belgian Law of 2 August 2002 on combating late payment in commercial transactions, as amended from time to time, should the latter be higher. In addition, the Customer shall *ipso jure* and without notice be obliged to pay a lumpsump damage fee equal to 10% of the concerned invoice, without prejudice to the right of the Hotel to demand a higher compensation should its damages be higher (in derogation of art. 5.88, §1 of the Belgian Civil Code).
10. In case of late payment of an invoice, and in case the Customer is a consumer (*consument*, as defined by the Belgian Code of Economic Law), the Hotel is entitled to charge interests on the outstanding amount, equal to the reference interest rate increased by eight percentage points referred to in Article 5, second paragraph, of the Belgian Law of 2 August 2002 on combating late payment in commercial transactions, as amended from time to time. In addition the Customer will be due an lumpsump fee of:

- 20,00 EUR if the outstanding amount is less than or equal to 150,00 EUR;
- 30,00 EUR + 10% of the outstanding amount on the tranche between €50,01 EUR and 500,00 EUR if the balance due is between 150,01 EUR and 500,00 EUR;
- 65,00 EUR + 5% of the amount due on the tranche above 500,00 EUR up to a maximum of 2.000,00 EUR if the outstanding amount is above 500,00 EUR.

The interests and damage fees are in such case applicable fourteen (14) calendar days after a first free reminder has been sent by the Hotel. The aforementioned period of fourteen calendar days takes effect on the third (3rd) working day after the reminder has been sent. Where the reminder is sent electronically, the period of 14 calendar days shall start on the calendar day following the day on which the reminder was sent.

11. The Customer may only offset the Hotel's claim for payment against a recognized, uncontested, final and absolute claim against the Hotel.

V. Cancellation by the Customer | No-Show
1. The Customer is entitled to cancel the Room Booking and the Contract at no cost only within the agreed cancellation period, determined in the Contract. If no cancellation period is agreed, the cancellation of the Contract by the Customer at no cost is excluded. This exclusion shall not apply in the event of a breach of duty for which the Hotel is responsible.
2. To exercise such right of cancellation, the Customer shall notify the Hotel in text form within the cancellation period. The timely cancellation within the agreed cancellation period releases the Customer from the obligation to pay for rooms and hotel services.
3. In case, no cancellation period was agreed, or the Customer cancels the Contract after the agreed cancellation period, the Hotel is entitled to the Customer's payment of a compensation amount equal to the value of the Room Booking, less a deduction for saved expenses ("Cancellation Fee"). The Hotel will try to minimize the damages caused by the Customer's cancellation and shall de-block the rooms which were reserved for the Customer under the Contract. For room rates with and without breakfast, the Cancellation Fee amounts to 90% of the contractually agreed room rate, for half-board 70% and for full-board arrangements 60% of the agreed rate. If and to the extent the Customer proves that the Hotel's real loss incurred was lower, or not incurred at all, the amount of the Cancellation Fee shall be adopted accordingly.
4. In case of "No Show", i.e. when the Customer does not check-in at the Hotel on the agreed arrival date at the agreed time and had not validly cancelled the Room Booking before, the Hotel may charge the Customer the full room rate amount allocated to the arrival date. This is without prejudice to Cancellation Fees calculated for subsequent room nights which are subject of the Contract.

VI. Cancellation by the Hotel
1. Where the Hotel has granted a cancellation period in writing to the Customer during which the cancellation shall be free of charge, and whereas the Customer is an enterprise, the Hotel is equally entitled to withdraw from the Contract within the same period, without being due any compensation. The Hotel exercises this right however only, if it has received requests for the rooms booked under the Contract from other clients and the Customer, upon request, does not waive his right of cancellation within a reasonable period set by the Hotel. This applies correspondingly to any option granted if other client requests have been received by the Hotel and the Customer is not prepared to make a firm booking within a reasonable period set by the Hotel. Firm booking means that the Contract is amended by repeal of the free cancellation period in mutual written agreement of the parties. Failing to achieve the Customer's consent for a firm booking, the Hotel may withdraw from the Contract by simple notice without any liability to the Customer.
2. In case no cancellation period was agreed, or the Hotels cancels the Contract after the agreed cancellation period, the Customer is entitled to the Hotel's payment of a compensation amount equal to the value of the Room Booking, less a deduction for saved expenses ('Cancellation Fee'"). For room rates with and without breakfast, the Cancellation Fee amounts to 90% of the contractually agreed room rate, for half-board 70% and for full-board arrangements 60% of the agreed rate. If and to the extent the Hotel proves that the Customer's real loss incurred was lower, or not incurred at all, the amount of the Cancellation Fee shall be adopted accordingly.

2. If an agreed advance payment, deposit or guarantee is not made by the Customer in time, the Hotel is entitled to withdraw from the Contract by simple notice without any liability to the Customer.
4. Without prejudice to article 5.90 of the Belgian Civil Code, the Hotel further has the right to withdraw from the Contract by simple notice without any liability to the Customer in any of the following circumstances: (i) the Customer made misleading or incorrect statements of essential facts concerning the purpose of the intended stay at the Hotel, or the identity of the Customer and/or guests and/or travel partners; (ii) the Hotel reasonably assumes that the Customer's use of the Hotel's premises and services does or will likely jeopardize the smooth business operations, the safety or reputation of the Hotel without this being attributable to the organizational sphere of the Hotel; or (iii) there has been a violation of Article III.3 above.
5.The Hotel has the right to claim damages against the Customer for any loss incurred as a consequence of its withdrawal from the Contract for reasons set out in this Article VI.3. The calculation of damages comprises an amount equal to Cancellation Fees as set forth in Article V.3 above, plus any extra expenses and loss as provenly incurred by the Hotel.
6. If the Hotel legitimately withdraws from the Contract, the Customer is not entitled to claim damages.

VII. Force Majeure
1. "Force Majeure" means any circumstance or event which is beyond either party's control and renders the performance of the Contract impossible, such as (but not limited to) acts of God, war, riot, civil commotion, terrorist activity, nuclear accident, fire, flood, storm. Pandemic, epidemic, and endemic situations, including any related governmental authority orders, regulations and restrictions are exempted from this definition of Force Majeure and the parties shall solely have recourse to statutory termination and compensation rights.
2. If either of the parties is prevented from performing its obligations under the Contract for Force Majeure, such prevented party shall notify the other party thereof in writing without undue delay, providing evidence of the circumstances constituting Force Majeure. The prevented party shall have the right to terminate the Contract in text form to the other party without liability to the other party. The prevented party shall however undertake all reasonable efforts to minimize the damage incurred by the other party, including reasonable re-scheduling the planned stay at the Hotel.

VIII. Check-in and Check-out
1. Rooms shall be made available to the Customer from 3.00 pm on the agreed date of arrival. Early check-in prior to 3.00 pm is subject to the Hotel's written confirmation and may be subject to an additional charge.
2. Unless a later arrival time was expressly agreed in writing or the room concerned was paid in advance, the Hotel may as of 6.00 pm dispose of the Customer's booked room(s) and consider the Customer's failure to check-in at the Hotel latest by 6.00 pm as a No Show.
3. On the agreed date of departure the Customer shall vacate the room(s) no later than by noon (12.00 pm). Late check-out after 12.00 pm is subject to the Hotel's prior confirmation and may be subject to an additional charge. If the Customer does not vacate the room(s) in time, the Hotel may demand payment of the full price of rental charges for the room applicable on this day. This is without prejudice to further claims for damages by the Hotel.
4. The Customer does not acquire the right to have specific rooms provided unless the Hotel expressly confirmed a specific room allocation in writing at the time of the Room Booking.

IX. The Hotel's Liability
1. The Hotel fulfills its obligations under the Contract with the care of a conscientious businessman. Its liability is restricted to its grossly negligent and intentional acts, or those of its appointees or agents, except in case of bodily injury, health or death. The Hotel's liability is further restricted to compensation for damages which typically may arise by rendering services to the Customer under the Contract and to a maximum amount of EUR 3.500,00 for property damage.
The Hotel is not liable in case of Force Majeur. The Customer acknowledges and accepts that if any disputes and/or claims exist in relation to the stay at an specific establishment, the Customer can only refer to the the establishment in question and that the customer cannot hold the Hotel responsible for this, in the case of defects attributable to the specific establishment.
2. Should disruptions to services or service defaults occur, the Hotel shall undertake all reasonable efforts to remedy the situation upon knowledge thereof. Should the Customer detect any such disruption or default, it shall notify the Hotel's front desk or manager on duty immediately. The Customer is obliged to minimize the damage as far as can be reasonably expected.
3. Notwithstanding Article IX.1 of these T&Cs, the Hotel is liable to the Customer in accordance with statutory custody provisions for any property items brought to the Hotel. The maximum indemnification payable by the Hotel in such case of statutory liability is EUR 3.500,00 per person. For money, securities, and precious objects the Hotel shall be liable up to an amount of EUR 800,00 per person. If the Customer does not keep his items in provenly locked room safe, the Hotel cannot be held responsible. The Hotel may upon the Customer's request keep money, securities, and precious objects of the Customer in the Hotel's central safe, limiting the maximum value however to an amount equal to the sum insured by the Hotel.
4. The Customer shall notify the Hotel in writing of any loss, destruction, or damage of property items immediately upon knowledge thereof.
5. The Customer's use of the Hotel's garage or car park is at the Customer's sole risk, including where parking fees apply. The Hotel has no duty of custody in respect of the Customer's car. The Hotel is not liable for the loss of or damage to vehicles parked or maneuvered on the Hotel's grounds, nor for the loss of or damage to their contents. Any supervision over access to the Hotel garage or car park cannot be regarded as supervision over the cars parked there and contents thereof. This exclusion does not apply in the event of intentional or grossly negligent breaches of duty by the Hotel and its employees.
6. Wake-up calls are carried out by the Hotel with the greatest care however no liability is assumed by the Hotel.
7. Messages, post and consignments for guests are treated strictly confidential and with due care, but without any liability of the Hotel.
8. Any property left behind by the Customer shall be forwarded to the Customer only upon request and at the risk and expense of the Customer. The Hotel shall store the property for three (3) months from the departure date. After this period the items shall be given to the local lost property office if they are evidently of value. If the property does not appear to be of any value, the Hotel reserves the right to destroy it after the expiry of the three months' period.

X. Governing Law | Data Privacy | Miscellaneous

1. Amendments to the Contract require the Hotel's written confirmation to be valid. Supplemental services of the Hotel which exceed the scope of the Contract are subject to availability and additional charge.
2. The Hotel processes personal data of the Customer, and of its respective guests and travel partners in accordance with the applicable legal regulations, including where CCTV recordings are active at the Hotel. The Hotel's privacy policy is made available to the Customer prior to Room Booking and/or check-in, at www.pentahotels.com/privacy-policy-cookie and at the Hotel's front desk. The Hotel ensures the protection of Customer's personal data through appropriate technical and organizational measures. The Customer shall ensure that its guests and travel partners agree with the processing of personal data within the framework of the Contract and the applicable privacy policy.
3. The place of performance for both parties' obligations is the booked hotel's physical address.
4. The Contract, these T&Cs and the commercial relationship between the Customer and the Hotel are governed by Belgian law. The application of the UN Sales Convention and its conflict-of-law provisions is excluded.
5. In case the Customer is an enterprise and in case of dispute the parties shall seek amicable settlement, failing which the disputed matter shall be submitted to the competent courts of Brussels, Belgium.
The language of such a procedure will in any case be Dutch.
In case the Customer is a consumer, and in case of dispute the parties shall seek amicable settlement, failing which the disputed matter shall be submitted to the competent courts of the place of execution of the parties obligations, as set out in Article X.3 of these T&C's.
The language of such a procedure will in any case be Dutch.
6. With regard to hotels in Flanders (Belgium), the Hotel hereby informs the Customer of *Toerisme Vlaanderen*, which is the competent body from which further information can be obtained on the regulations on the operation of a tourist accommodation and to which a tourist, if where appropriate, can lodge a complaint about it: https://toerismevlaanderen.be/en#, Grasmarkt 61, 1000 Brussels (Belgium), +32 2 504 03 00.
With regard to hotels in Wallonie (Belgium), the Hotel hereby refers the Customer to *Commissariat Général au Tourisme (*Avenue Gouverneur Bovesse 74 · 5100 Jambes, Belgium, Tél. général : +32 81 325 611 ou +32 81 325 612, www.tourismewallonie.be), where further information can be obtained on the regulations on the operation of a tourist accommodation and the rights of a tourist.
With regard to Brussels, the Hotel refers to the Brussels Regional Public Service of Brussels Economy and Employment, Tourist accomodation (https://economy-employment.brussels/tourist-accommodation-hotel, Place Saint-Lazare 2, 1035 Brussels, Belgium).
7. The Hotel hereby informs the Customer – in case he is a consumer - of the existence of the European Consumer Centre, www.eccnet.eu, from which further information can be found with regard to his rights as a consumer and support with regard to dispute resolutions.8. These T&Cs are duly incorporated to and are a binding part of the Contract. In case of discrepancies between the provisions of these T&Cs and the provisions of the Contract, the provisions of the Contract shall prevail.
9. Should a provision of the Contract or of these T&Cs, or part thereof, be or become unenforceable, invalid or void this shall not affect the enforceability and validity of the remaining provisions. The invalid provision or part shall be replaced by a new, valid and enforceable provision or part covering the subject matter, and alternatively by the statutory provisions which most closely approximate the invalid provisions in terms of meaning.
10. The original version of these T&Cs is in English. In case of a discrepancy between the English version and a translated version, the English version shall prevail.
11. These General Terms and Conditions of Business for Hotel Accommodation Contracts are valid as from 1 November 2023.
12. Should you have any questions or complaints, you can always contact the Hotel by e-mail at info@pentahotels.com or by telephone at +49 69 2566990. It is also possible to directly contact the specific hotel you have booked. The contact info of this hotel you may find in your Room Booking.