

General Terms and Conditions – Luisenhof Holiday Property

Version du 04/2026

1. Scope of application

- 1.1.** These general terms and conditions apply to all sales and all Services provided by NV HOTEL BÜTGENBACHER HOF (hereinafter, “the Bütgenbacher Hof”), having its registered office at Marktplatz 8, 4750 Bütgenbach, registered with the Crossroads Bank for Enterprises under number 0477.615.627, info@hbh.be, www.hbh.be, www.hotelbutgenbacherhof.com, relating to the Luisenhof holiday property (hereinafter, “the Property”).
- 1.2.** The contractual relationship (hereinafter, the “Agreement”) between the Bütgenbacher Hof and the Customer is governed exclusively by these general terms and conditions. The Customer accepts these terms and conditions at the time of reservation. Without such acceptance, no reservation can be confirmed. The Customer expressly acknowledges that, prior to making a reservation with the Hotel, they have read and accepted these general terms and conditions without reserve. The Customer hereby expressly waives, among other things, the application of any of his or her own general terms and conditions.
- 1.3.** Any deviation from these general terms and conditions shall be valid only if expressly agreed in writing by the Bütgenbacher Hof. The deviation shall apply only to the specific case for which it was agreed.

2. Description of the offer of goods and Services

- 2.1.** The Bütgenbacher Hof provides reservation and rental services for the Property, as well as additional Services (the “Services”). Such Services are offered via the internet, through the website of the Bütgenbacher Hof, by e-mail or by telephone.

3. Parties of the Agreement

- 3.1.** A person staying at the Property is not necessarily a party to the Agreement: a Hotel Agreement may be concluded on their behalf by a third party.
In these general terms and conditions, the following definitions apply:
 - “Contracting Party”: the natural or legal person who makes a reservation and/or is obliged to make payment.
 - “Guest”: the natural person or persons staying at the Property.
 - “Customer”: both the Contracting Party and the Guest, without distinction.
- 3.2.** If the Contracting Party and the Guest are different persons, they shall be jointly and severally liable to the Hotel for all obligations arising from the Agreement and these general terms and conditions.
- 3.3.**

4. Right of withdrawal

- 4.1.** The Customer, whether a Consumer or a Professional, has no right to withdraw from the purchase for special offers (non-refundable reservations) or for a reservation relating to the organisation of an event.
- 4.2.** A Consumer Customer acting for personal purposes has no right to withdraw from the purchase in the event of a reservation made less than 3 calendar days prior to the commencement of the Services.
- 4.3.** A Professional Customer has no right of withdrawal, unless expressly agreed otherwise by the Bütgenbacher Hof.

5. Formation and form of the Agreement

- 5.1.** No specific form of Agreement is prescribed.

- 5.2. The Agreement is concluded upon acceptance by one party of the offer made by the other party. Under a written Agreement, the Bütgenbacher Hof will specify the Customer's arrival and departure dates and times, as well as the agreed price, the description of the requested Services and the amount of any advance payment.
- 5.3. The Services shall be provided at the Property, unless otherwise agreed in writing and without prejudice to the application of Article 25 of these general terms and conditions.

6. Hotel Agreement and complaints

- 6.1. The Bütgenbacher Hof shall be obliged towards the Customer to place accommodation at the Customer's disposal as described in Articles 18 and 19 and to provide the customary services. This includes the usual Services depending on the category of the Bütgenbacher Hof, including access to common areas and facilities.
- 6.2. The Customer is obliged to pay the agreed price.
- 6.3. Complaints relating to the Services provided will only be accepted if submitted in writing within 7 days following the provision of the Services.

7. Prices

- 7.1. Price quotations are non-binding and without obligation unless and until they are confirmed in writing by the Bütgenbacher Hof.
- 7.2. The applicable prices are those indicated by the Bütgenbacher Hof at the time of reservation. Prices are understood as gross prices, including taxes and applicable statutory charges, with the exception of local taxes payable by the Customer (for example, municipal tourist taxes).
- 7.3. The Bütgenbacher Hof reserves the right to adjust prices if, after the conclusion of the Agreement, changes occur in taxes or statutory charges, or if new charges are introduced. In the case of Agreements with Consumers, this is only possible if more than 4 months elapse between the reservation and the performance of the Services.

8. Duration of the reserved stay

- 8.1. Where a specific number of nights has been reserved, the start and end dates shall be stated in the Agreement. Unless otherwise agreed, rooms will be available from 4:00 p.m. on the day of arrival and must be vacated by 11:00 a.m. on the day of departure.
- 8.2. Where no multi-day stay has been agreed, the Agreement shall end by 11:00 a.m. on the day following arrival.

9. Reservation of the property

- 9.1. The Customer selects the Services offered on the Property's website or on the internet.
- 9.2. The Customer acknowledges having taken note of the nature, purpose and reservation terms of the Services available on the website or on the internet and having requested and obtained all necessary and/or additional information required to make the reservation with full knowledge.
- 9.3. The Customer is solely responsible for the choice of the Services and for their suitability for the Customer's needs. The Bütgenbacher Hof shall not be liable in this respect.
- 9.4. Each reservation must be accompanied by a valid debit or credit card number, its expiry date and the name of its holder to guarantee the reservation.
- 9.5. A reservation shall be considered guaranteed as soon as the Contracting Party confirms it by providing the details of his or her payment or credit card, or by paying a deposit amounting to 100% of the total price of the reserved service.
- 9.6. Any modification of a stay outside the free cancellation period shall be deemed to constitute a cancellation of the existing reservation followed by a new reservation. In such case, the

cancellation conditions set out in these general terms and conditions shall remain applicable.

10. Cancellation or modification by the Customer

- 10.1.** The Customer may cancel the reservation and the Agreement free of charge only during the agreed cancellation period, as specified in the Agreement. Where no notice period has been agreed, free termination of the Agreement by the Customer is excluded. This exclusion does not apply in the event of a breach or obligation for which the Bütgenbacher Hof is responsible.
- 10.2.** In order to exercise the right of cancellation, the Customer must notify the Bütgenbacher Hof in writing within the prescribed period. Cancellation within this period releases the Customer from the obligation to pay for the Property and Hotel Services.

11. Cancellation

- 11.1.** Cancellation free of charge is possible up to 8 weeks prior to arrival.
- 11.2.** In the event of cancellation between 8 and 4 weeks prior to arrival, the Bütgenbacher Hof reserves the right to charge 50% of the agreed total price.
- 11.3.** In the event of cancellation between 4 and 1 week prior to arrival, the Bütgenbacher Hof reserves the right to charge 75% of the agreed total price.
- 11.4.** In the event of cancellation up to 7 days prior to arrival, non-arrival (no-show), or early departure, the Bütgenbacher Hof reserves the right to charge 100% of the agreed total price.
- 11.5.** The Bütgenbacher Hof is authorised to debit the corresponding amounts from the payment card provided as guarantee.

12. Security Deposit

- 12.1.** Upon arrival, at check-in, a security deposit in the amount of EUR 500.00 shall be authorised on the registered payment or credit card (pre-authorisation).
- 12.2.** The security deposit serves in particular to cover any possible damage or additional services during the stay.
- 12.3.** The security deposit shall be released at the end of the stay, subject to deduction of any aforementioned costs, where applicable.

13. Cancellation or Modification by the Bütgenbacher Hof

- 13.1.** Should the Bütgenbacher Hof be unable to perform the Agreement, it may offer the Customer accommodation of equivalent or higher quality or category in the rooms of its hotel. Any resulting price difference shall be borne by the Bütgenbacher Hof.
- 13.2.** The Bütgenbacher Hof may suspend or terminate the Agreement without costs or compensation for legitimate cause.
Legitimate cause shall exist in particular where:
- the Property or the Services have been reserved on the basis of false or misleading information (for example regarding the identity of the Customer, his or her solvency, or the purpose of the stay);
 - there are serious reasons to believe that the use of the Services could compromise the commercial activity, operations, security, or reputation of the Bütgenbacher Hof;
 - the purpose of the stay is contrary to the law;
 - an unauthorised subletting or transfer of the Property takes place;
 - a case of force majeure or a change of circumstances as referred to in Article 25 of these general terms and conditions arises.

14. Warranty and responsibility of the Customer

- 14.1.** The Customer guarantees full payment of the services of the Bütgenbacher Hof in connection with the reservation of the Property. It shall be the duty of the Contracting Party to inform the Guests accordingly and to communicate these general terms and conditions to them.
- 14.2.** The Customer shall provide, prior to the intervention of the Bütgenbacher Hof, all useful information concerning the reservation. Upon arrival, the Customer shall be required to present identity documents in order to allow registration.
- 14.3.** Any subletting or reletting of the Property, making the Property available to third parties, use of the Property for purposes other than accommodation, as well as use of the common areas of the Bütgenbacher Hof for purposes other than the customary services, shall require the prior written consent of the Bütgenbacher Hof and may be subject to payment of an additional charge.
- 14.4.** The Customer undertakes to use the Property and the premises of the Bütgenbacher Hof with due care and solely within the scope of the purpose of the Agreement. Prior to the conclusion of the Agreement, the Customer shall inform the Bütgenbacher Hof, without being requested to do so, if the intended use of the Property, the premises or the services of the Bütgenbacher Hof is likely to compromise the proper operation of the business, the security, or the reputation of the Bütgenbacher Hof.
- 14.5.** The Guest and the Contracting Party shall be jointly and severally liable towards the Bütgenbacher Hof for any damage caused to persons, the building, the furniture, the equipment of the Bütgenbacher Hof, or areas accessible to the public.
- 14.6.** The Customer shall conduct himself or herself in accordance with the practices and regulations of the Bütgenbacher Hof where the stay takes place, including the safety instructions. The Customer may consult such regulations. In particular, the Customer accepts and undertakes to use the Property and the equipment made available (including any internet access) as a prudent and reasonable person.
- 14.7.** The Customer shall be civilly liable for the conduct of the members of his or her travel group, as well as any persons staying in the Property at the Customer's initiative.
- 14.8.** Should the Customer or any accompanying person cause damage to the property of the Bütgenbacher Hof, the Customer shall be required to pay the corresponding repair costs, as well as the average price of the Property for all subsequent nights during which the Bütgenbacher Hof is unable to rent out the Property.
- 14.9.** Any conduct contrary to good morals or public order shall entitle the Bütgenbacher Hof to require the Customer to leave the Property without any compensation and/or without any refund, without prejudice to criminal proceedings and/or additional damages.
- 14.10.** The Customer shall be solely responsible for any harmful consequences for himself or herself, for the Bütgenbacher Hof and/or for third parties resulting from failure to comply with these obligations.

15. Liability of the Bütgenbacher Hof

- 15.1.** The Property is insured against damage caused by fire and water damage.
- 15.2.** Valuable items belonging to Customers are not covered by this insurance.
- 15.3.** The Bütgenbacher Hof disclaims all liability for accidents occurring inside or outside the Property.
- 15.4.** The Bütgenbacher Hof shall not be liable for any interruption, modification or impossibility of the stay, nor for any damage arising as a result of an event which it was unable to prevent (force majeure), despite having taken the necessary precautions, due to unforeseeable or unavoidable circumstances and consequences beyond its control.
- 15.5.** The Bütgenbacher Hof shall not be liable for damage caused, in whole or in part, by the error or negligence of the Customer. In this respect, the Customer shall in particular be obliged to inform the Bütgenbacher Hof of any valuable items in his or her possession (Article 17).

- 15.6. In accordance with Article 5.89, §1 of the Civil Code, the liability of the Bütgenbacher Hof or of any person for whom it is responsible may not be engaged, except in the event of wilful misconduct or fault causing injury to the life or physical integrity of another person.
- 15.7. In the event of disturbances or defects relating to its services, the Bütgenbacher Hof shall endeavour to remedy them as soon as it becomes aware thereof or upon immediate notification by the Customer.
- 15.8. Unless otherwise provided by law, any claim against the Bütgenbacher Hof shall be time-barred after a period of one year from the legal commencement of the limitation period.

16. Right of retention on items brought by the Customer

- 16.1. As security for the payment of all amounts due to it, the Bütgenbacher Hof shall have a right of retention over the goods and related accessories brought by the Customer. Should the Customer default, the Bütgenbacher Hof shall also be entitled to sell the goods at fair market value.

17. Valuable items

- 17.1. The Customer must inform the Bütgenbacher Hof in writing and in a timely manner if valuable items are brought to the Property. The prior written consent of the Bütgenbacher Hof is required before the Customer brings cash, securities or valuable items exceeding EUR 800, or other items with a value exceeding EUR 3,500.
- 17.2. The Bütgenbacher Hof may require the Customer to store such items in the central safe of the hotel of the Bütgenbacher Hof (outside the Property) and may exclude its liability for any amount exceeding the insurance coverage of the Bütgenbacher Hof.
- 17.3. Any right to compensation shall lapse if the Customer does not immediately notify the Bütgenbacher Hof of the loss, destruction or deterioration of the item after becoming aware thereof.
- 17.4. For all other matters, the deposit and the liability of the Bütgenbacher Hof shall be governed by the Civil Code.

18. Maximum Occupancy of the Property

- 18.1. The Property is equipped to accommodate a maximum of 8 adults. The Customer shall be required to respect this maximum authorised number of persons.
- 18.2. In addition to the maximum occupancy, up to two children's beds or baby cots may be made available.
- 18.3. Any use by a number of persons exceeding that indicated at the time of reservation shall only be permitted with the prior consent of the Bütgenbacher Hof.

19. General Rules of Use

- 19.1. The Property is particularly suitable for families, several families travelling together, as well as small groups of friends or colleagues.
- 19.2. The organisation of parties, events or bachelor / bachelorette parties is expressly prohibited.
- 19.3. Listening to music or playing music outdoors shall not be permitted.
- 19.4. The Customer undertakes to respect the neighbours and the environment and to avoid any unnecessary noise disturbance.
- 19.5. Particular care shall be taken, especially in the evening, not to disturb the peace and quiet on the terrace and in the outdoor areas.
- 19.6. Any defects or damage observed in the Property shall be documented upon handover of the keys on an appropriate form and confirmed by the landlord and the Customer.

- 19.7. Any damage occurring or observed during the stay (for example glass breakage or defective appliances) must be reported without delay to the Bütgenbacher Hof or its representative.
- 19.8. Any damage caused may, where applicable, be deducted from the security deposit paid.
- 19.9. On the ground floor of the Property, the kitchen is equipped with a fire extinguisher as well as a fire blanket.

20. Non-Smoking Policy

- 20.1. The Property is a non-smoking accommodation.
- 20.2. Smoking is strictly prohibited in all indoor areas. The Customer shall be liable for any damage caused by smoking. In the event of smoking outdoors, care shall be taken not to dispose of cigarette butts in the surroundings or in nature.

21. Pets

- 21.1. The Customer must indicate, at the time of reservation, the intention to arrive with an animal and shall be required to ensure in advance that this is permitted under the rules of the Bütgenbacher Hof. The animal shall remain at all times under the responsibility of the Customer.
- 21.2. Pets are permitted only in the annex buildings Landleben, Bergerhof and Luisenhof, subject to the prior written consent of the Bütgenbacher Hof and against payment of additional service charges. Animals are not permitted inside the main building of the hotel of the Bütgenbacher Hof.
- 21.3. Animals are not permitted on seating or sleeping furniture (sofas, armchairs, beds). Animal waste must be collected and properly disposed of throughout the entire property and in the surrounding area.
- 21.4. The Customer shall be responsible for all damage caused by animals brought by the Customer.
- 21.5. The Bütgenbacher Hof reserves the right at any time to refuse an animal without having to state reasons.
- 21.6. However, guide dogs for the blind, dogs for persons with hearing impairments, and other recognised assistance dogs shall be exempt from this rule. Upon presentation of appropriate proof at arrival, such animals may be admitted free of charge and at any time, subject to the prior consent of the Bütgenbacher Hof.

22. Cleaning and Condition of the Property

- 22.1. The Property shall be carefully cleaned prior to the arrival of the Customer.
- 22.2. Final cleaning is included in the rental price. In the event of exceptional soiling or smoking, an additional cleaning fee may be charged. Where applicable, such fee may be deducted from the security deposit paid.
- 22.3. The Customer undertakes to leave the Property, at the time of departure, in a proper and tidy condition. In particular, care shall be taken to ensure that:
 - no personal belongings or clothing are left behind;
 - all items are returned to their original place;
 - dishes are cleaned and stored in the cupboards provided for that purpose;
 - the refrigerator, freezer and dishwasher are cleaned and emptied;
 - household appliances used are cleaned;
 - all rubbish bins are emptied and waste is properly sorted;
 - the bathroom, shower and toilets are left clean;

- used bed linen and towels are placed in the laundry containers provided for that purpose in the storage room.

23. Parking and Vehicle Storage

- 23.1.** Bicycles may be parked and secured in the inner courtyard of the Property.
- 23.2.** Vehicles other than bicycles may be parked in the designated spaces in front of the Property or in the car park of the hotel of the Bütgenbacher Hof.
- 23.3.** Where a parking space (for a bicycle or any other vehicle) is made available to the Customer on the grounds of the Bütgenbacher Hof, even against payment, this shall not give rise to the conclusion of a deposit or custody agreement. The Bütgenbacher Hof shall be under no obligation of supervision. The Customer shall be required to report any damage immediately and, in any event, any visible damage before leaving the parking area. The Bütgenbacher Hof shall not be liable for damage caused by other Customers of the Bütgenbacher Hof or by third parties.

24. Gift Vouchers

- 24.1.** Gift vouchers purchased from the Bütgenbacher Hof may be used exclusively for services offered by the Bütgenbacher Hof. If a remaining balance is available after payment with a voucher, such balance shall remain valid and may be used for further payments. The validity period of a voucher shall be three years from the date of issue. Vouchers may neither be returned, resold nor transferred and may not be exchanged for cash. They may not be used for online payments.
- 24.2.** The purchaser of the voucher shall be responsible for the accuracy of the information provided (in particular the e-mail address) to which the voucher and the invoice are to be sent.

25. Force Majeur and Change of Circumstances

- 25.1.** In the event of force majeure as defined in Article 5.226 of the Civil Code, unforeseen events, or acts of public authority, the Bütgenbacher Hof shall have the right to suspend or cancel the Agreement, without the Customer being entitled to any compensation whatsoever. Events equivalent to force majeure shall include partial or total destruction of the hotel, strike, disaster, fire, internal or external technical accident, and generally any event preventing the proper performance of the service.
- 25.2.** In the event of new circumstances arising which fundamentally disturb the economic balance of the Agreement and render its performance substantially more onerous for the Bütgenbacher Hof, in accordance with Article 5.74 of the Civil Code, the parties agree to meet in order to determine fair conditions for continuing performance of the Agreement or to decide upon termination of the Agreement.

26. Payment

- 26.1.** The Bütgenbacher Hof may require a full or partial deposit. Such payment shall be considered an advance payment on the contractual price, unless otherwise contractually agreed.
- 26.2.** Invoices of the Bütgenbacher Hof shall be payable in cash upon presentation and at the latest on the day of departure. Unless otherwise provided, the Bütgenbacher Hof shall in no event be obliged to accept cheques, foreign currencies, credit cards or other deferred means of payment, and payment must be made in the currency of the country in which the Bütgenbacher Hof is established.
- 26.3.** The Contracting Party shall be responsible for payment of all services provided to the Guest, as well as the services determined at the conclusion of the Agreement, unless

otherwise agreed in writing providing for invoicing to the Guest. Invoices of the Bütgenbacher Hof shall be payable and enforceable at the address of its registered office.

- 26.4.** Any dispute relating to an invoice must reach the Bütgenbacher Hof in writing within 15 days of its dispatch.
- 26.5.** If the Customer fails to appear without having cancelled the reservation in advance, the payment or credit card provided as guarantee shall be debited up to the amounts due and by way of fixed compensation.
- 26.6.** Any price reduction, discount or commission granted by the Bütgenbacher Hof shall lapse in the event of non-payment of the invoice on the due date.
- 26.7.** Any invoice unpaid by a professional Customer on the due date shall automatically and without prior notice bear interest at the rate of 10% per annum and shall automatically and without prior notice be increased by a fixed and irreducible compensation calculated on the basis of the amounts concerned, namely:
- up to EUR 4,000.00: 10%
 - from EUR 4,000.00 to EUR 12,500.00: 7.5%
 - from EUR 12,500.00 to EUR 25,000.00: 5%
 - from EUR 25,000.00 to EUR 50,000.00: 2.5%
 - from EUR 50,000.00 upwards: 1.5%
- 26.8.** Any invoice unpaid by a consumer Customer on the due date shall give rise to the sending of a formal notice containing no increase. In the absence of any reaction within 14 days following such dispatch, the outstanding balance shall bear interest at the statutory rate. In addition, the unpaid invoice shall be increased by a fixed and irreducible compensation calculated on the basis of the ceilings set out in Article XIX.4 of the Code of Economic Law, namely:
- EUR 20.00 if the remaining amount due is less than EUR 150.00;
 - EUR 30.00 increased by 10% of the amount due on the tranche between EUR 150.01 and EUR 500.00 if the remaining amount due is between EUR 150.00 and EUR 500.00;
 - EUR 65.00 increased by 5% of the amount due on the tranche exceeding EUR 500.00, with a maximum of EUR 2,000.00, if the remaining amount due exceeds EUR 500.00.

27. Reciprocity clause

- 27.1.** Should the Bütgenbacher Hof fail to reimburse an amount due to the Customer, the Customer may claim the same increases as those provided for in Article 26.

28. Personal Data

- 28.1.** The Bütgenbacher Hof, in its capacity as data controller, collects and processes the personal data received from the Customer for the purposes of managing the reservation, performing the Agreement, customer management and accounting. Unless the Customer / Contracting Party objects, the Bütgenbacher Hof may use the Customer's e-mail address in order to send newsletters, promotional offers or an invitation to complete an online satisfaction survey following the stay.
- 28.2.** Such personal data shall only be transmitted to persons entrusted with processing, recipients and/or third parties to the extent strictly necessary for the processing purposes mentioned above.
- 28.3.** The Customer shall be responsible for the accuracy of the personal data provided and undertakes to comply with the General Data Protection Regulation with regard to the persons whose personal data have been transmitted to the Bütgenbacher Hof, as well as with regard to any personal data that the Customer may receive from the Bütgenbacher Hof and its staff members.

28.4. The Customer confirms having been sufficiently informed regarding the processing of personal data and regarding the rights of access, rectification, erasure and objection.

29. Waiver of rights

29.1. The non-exercise by the Bütgenbacher Hof of one or more of its rights, as set out in these general terms and conditions, shall never be considered as a waiver of the exercise of such right or rights. The Bütgenbacher Hof shall never be presumed to have waived any right arising from agreements to which it is a party, or from any fault or breach committed by any person, unless it has expressly waived such right in writing.

30. Severability

30.1. The invalidity of any provision of these general terms and conditions shall not affect the validity of the remaining provisions. Any invalid provision shall be deemed unwritten to the extent of its unlawfulness. Where appropriate, the parties shall replace it with an economically equivalent provision.

31. Governing law and jurisdiction

31.1. These terms and the Agreement shall be governed by Belgian law.

31.2. Any disputes arising out of this Agreement shall be submitted to the Court of Eupen, subject to any mandatory legal provisions to the contrary. Where the Customer is a consumer, mandatory provisions of consumer law shall remain applicable.