

General Terms & Conditions

Version of 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 Hotel”), having its registered office at Marktplatz 8, 4750 Bütgenbach, registered with the Crossroads Bank for Enterprises under number 0477.615.627, info@hbm.be, www.hbm.be, www.hotelbutgenbacherhof.com.
- 1.2.** The contractual relationship between the Hotel 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 the acceptance, no reservation can be confirmed. The Customer expressly acknowledges that, prior to making a reservation, they have read and accepted these general terms and conditions without reserve. The Customer hereby waives 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 Hotel. 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 Hotel provides reservation and rental Services for hotel rooms for accommodation, as well as additional Services (the “Services”). These Services are offered via the internet, through the Hotel’s website, by email or by telephone.

3. Parties to the Agreement

- 3.1.** A person staying at the Hotel 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 Hotel reservation and/or is obliged to make payment.
 - “Guest”: the natural person or persons staying at the Hotel.
 - “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.

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 Hotel.

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 Hotel 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 performed at the Hotel's place of business, unless otherwise agreed in writing and without prejudice to the application of Article 21 of these general terms and conditions.

6. Hotel Agreement and complaints

- 6.1.** The Hotel will make accommodation available to the Customer and provide the customary Hotel Services. This includes the usual Services depending on the category of the Hotel, 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.** The Hotel's price quotations are non-binding and without obligation unless and until they are confirmed in writing by the Hotel.
- 7.2.** The applicable prices are those indicated by the Hotel 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 Hotel 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 3:00 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 & room allocation

- 9.1.** The Customer selects the Services offered on the Hotel'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 Hotel 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 in order to guarantee the reservation.
- 9.5.** A reservation is considered guaranteed once the Contracting Party confirms it by providing credit card details.
- 9.6.** Reservations are either individual (1 to 2 rooms) or group reservations (from 3 rooms, made in a single reservation or in several individual reservations).
- 9.7.** Reservations that clearly relate to the same group of travellers or to the same event may be treated as a group reservation.
- 9.8.** The allocation of rooms across multiple reservations or under different names does not constitute an exception to the rules applicable to groups.

- 9.9.** Individual reservations are taken into account separately in the organisation of the restaurant. There is no entitlement to be seated at a communal table.
- 9.10.** In the event of a late request to combine reservations for a communal Service in the restaurant, administrative and processing costs of EUR 50 may be charged.
- 9.11.** 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 Hotel is responsible.
- 10.2.** In order to exercise the right of cancellation, the Customer must notify the Hotel in writing within the prescribed period. Cancellation within this period releases the Customer from the obligation to pay for the rooms and Hotel Services.

11. Cancellation – Individual reservation

- 11.1.** Free cancellation is possible up to 3 days prior to arrival.
- 11.2.** In the event of cancellation less than 3 days prior to arrival, no-show, or early departure, the Hotel reserves the right to charge 100% of the total agreed price.
- 11.3.** Additional specific cancellation conditions may apply to each reservation. These conditions are determined at the time of booking and communicated to the guest accordingly. Cancellation conditions may vary depending on the rate booked. In the case of a non-refundable rate, the full amount of the reservation is due at the time of booking and is non-refundable in the event of cancellation or no-show.
- 11.4.** The Hotel is entitled to debit the corresponding amounts from the payment card provided as a guarantee.

12. Cancellation – Group reservation

- 12.1.** The cancellation conditions vary depending on the date of cancellation:
- Free cancellation is possible up to 1 month prior to arrival.
 - In the event of cancellation up to 14 days prior to arrival, the Hotel reserves the right to charge 50% of the total agreed price.
 - In the event of cancellation less than 14 days prior to arrival, no-show, or early departure, the Hotel reserves the right to charge 100% of the total agreed price.
- 12.2.** Notwithstanding the foregoing conditions, up to 2 rooms within a group may be cancelled free of charge up to 3 days prior to arrival.
- 12.3.** If the connection between multiple reservations is only communicated at a later stage, the Hotel reserves the right to treat such reservations as a group reservation and to apply the corresponding cancellation conditions.

13. Cancellation or modification by the Hotel

- 13.1.** If the Hotel is unable to perform the Agreement, it may offer the Customer alternative accommodation of equal or higher quality or category. Any price difference arising therefrom shall be borne by the Hotel.
- 13.2.** The Hotel may suspend or terminate the Agreement without charge or liability for damages for justified cause. A justified cause exists in particular where:
- the rooms or Services were reserved based on incorrect or misleading information (for example, regarding the identity of the Customer, their creditworthiness, or the purpose of

the stay);

- there are serious reasons to believe that the use of the Services may jeopardise the Hotel's commercial activity, operations, safety or reputation;
- the purpose of the stay is contrary to the law;
- unauthorised subletting or transfer of the reserved rooms takes place;
- an event of force majeure as set out in Article 21 of these general terms and conditions occurs.

14. Warranty and responsibility of the Customer

- 14.1.** The Customer guarantees full payment of the Hotel's Services in connection with the room reservation. It is the responsibility of the Contracting Party to inform the Guest of this and to communicate these general terms and conditions to the Guest.
- 14.2.** Prior to the Hotel's involvement, the Customer will provide all relevant information relating to the reservation. Upon arrival at the Hotel, the Customer is required to present identification documents to enable registration.
- 14.3.** Subletting or re-letting of rooms, making rooms available to third parties, use of rooms for purposes other than accommodation, as well as use of the Hotel's common areas for purposes other than the customary Services, shall require the prior written consent of the Hotel and may be subject to an additional charge.
- 14.4.** The Customer undertakes to use the Hotel's premises 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 Hotel, without being prompted, if the intended use of the premises and Services of the Hotel may jeopardise the proper functioning of the business, the safety or the reputation of the Hotel.
- 14.5.** The Guest and the Contracting Party are jointly and severally liable towards the Hotel for all damage caused to persons, to the building, to the furniture or to the equipment of the Hotel and of the areas accessible to the public.
- 14.6.** The Customer must comply with the customs and regulations of the Hotel where the Customer is staying, including safety regulations. The Customer may consult these regulations. In particular, the Customer accepts and undertakes to use the room and the provided equipment (including any internet access) as a prudent and reasonable person.
- 14.7.** If the Customer or any of the Customer's companions causes damage to the Hotel's property, the Customer must pay the corresponding repair costs, as well as the average room rate for all subsequent nights during which the Hotel is unable to rent out the room.
- 14.8.** Any behaviour contrary to good morals and public order shall entitle the Hotel to request the Customer to leave the establishment without any compensation and/or refund, without prejudice to any criminal proceedings and/or additional compensation.
- 14.9.** The Customer is solely responsible for any harmful consequences to himself or herself, to the Hotel and/or to third parties resulting from the failure to comply with these obligations.

15. Right of retention on items brought by the Customer

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

16. Pets

- 16.1.** The Customer must indicate at the time of reservation that a pet will be brought and must verify in advance whether the Hotel's regulations permit this. The pet remains at all times under the responsibility of the Customer.

- 16.2.** Pets are only permitted in the annex buildings Landleben, Bergerhof and Luisenhof, subject to the prior written consent of the Hotel and payment of additional Service charges. Pets are not permitted in the main building.
- 16.3.** The Hotel is entitled to refuse any pet at any time without being required to provide reasons.
- 16.4.** Guide dogs accompanying visually impaired persons, hearing assistance dogs and other recognised assistance dogs constitute an exception to this rule. Upon presentation of valid certification or proof of recognition upon arrival, these dogs will be admitted free of charge and at all times, subject to the prior agreement of the Hotel.

17. Warranties and liability of the Hotel

- 17.1.** The Hotel shall not be liable for damage resulting from an event which, despite the necessary precautions, could not have been avoided (force majeure), having regard to the circumstances and the consequences.
- 17.2.** The Hotel shall not be liable for damage caused by a fault or negligence, even partially, attributable to the Customer. In this respect, the Customer is, among other things, required to inform the Hotel of any valuable item in the Customer's possession (Article 18).
- 17.3.** In accordance with Article 5.89, §1 of the Belgian Civil Code, the liability of the Hotel or of any person for whom it is responsible cannot be invoked, except for wilful misconduct or a fault causing damage to the life or physical integrity of another person.
- 17.4.** In the event of malfunctions or defects relating to its Services, the Hotel will endeavour to remedy these issues as soon as it becomes aware of them or as soon as they are reported by the Customer without delay.
- 17.5.** Unless otherwise provided by law, any claim against the Hotel shall be time-barred after a period of one year from the statutory commencement of the limitation period.

18. Valuable items

- 18.1.** The Customer must inform the Hotel in writing and in a timely manner if valuable items are brought to the Hotel. The prior written consent of the Hotel is required before the Customer brings cash, securities or valuable items exceeding EUR 800, or other items with a value exceeding EUR 3,500.
- 18.2.** The Hotel may request the Customer to deposit these items in the central safe and may exclude its liability for any amount exceeding the Hotel's insurance coverage.
- 18.3.** The right to compensation lapses if the Customer does not immediately inform the Hotel of the loss, destruction or damage of the item after becoming aware thereof.
- 18.4.** For all other matters, the safekeeping and liability of the Hotel are governed by the Belgian Civil Code.

19. Parking and parking facilities

- 19.1.** Bicycles may be parked and secured in the designated areas provided for this purpose.
- 19.2.** Where a parking space is made available to the Customer on the Hotel premises, even against payment, no deposit agreement is formed. The Hotel shall not be obliged to exercise any supervision.
- 19.3.** The Customer must report any damage immediately and, in any event, in the case of visible damage, before leaving the car park.
- 19.4.** The Hotel shall not be liable for damage caused by other Customers or by third parties.

20. Gift vouchers

- 20.1.** Vouchers issued by the hotel may only be used for services and facilities provided by the hotel. Any remaining balance shall remain available and may be used during a future stay or

visit. Vouchers are valid for a period of 3 years from the date of issue. Vouchers always represent the monetary value paid at the time of purchase and not any specific service or package. Should the price of the requested service change during the validity period, any applicable difference may be settled on site. Vouchers cannot be returned, resold or transferred and are not redeemable for cash. Redemption for online payments is excluded.

- 20.2.** The purchaser of the voucher is responsible for the accuracy of the information provided (in particular the email address) to which the voucher and the invoice are to be sent.

21. Force majeure and change of circumstances

- 21.1.** In the event of force majeure as defined in Article 5.226 of the Belgian Civil Code, of fortuitous events or governmental measures, the Hotel shall be entitled to suspend or cancel the Agreement, without the Customer being entitled to any compensation whatsoever. The following shall be deemed equivalent to force majeure: partial or total destruction of the hotel, strike, disaster, fire, internal or external technical accident and, in general, any event preventing the proper performance of the Services.
- 21.2.** If new circumstances arise which disrupt the economic balance of the Agreement and significantly increase its performance burden for the Hotel, the parties undertake, in accordance with Article 5.74 of the Belgian Civil Code, to enter into discussions with a view to agreeing fair terms for the continuation of the Agreement, or, by mutual agreement, to decide on its termination.

22. Payment

- 22.1.** The Hotel may require a full or partial advance payment. This payment shall be considered an advance on the contractual price, unless otherwise stipulated by contractual agreement.
- 22.2.** The Hotel's invoices are payable upon presentation and must in any event be settled no later than the day of departure. Unless otherwise provided, the Hotel shall not be obliged to accept cheques, foreign currency, credit cards or other deferred payment methods. The payment must be made in the currency of the country in which the Hotel is established.
- 22.3.** The Contracting Party shall be responsible for payment of all Services provided to the Guest, as well as those agreed at the time of conclusion of the Agreement, unless otherwise expressly agreed in writing providing for invoicing to the Guest. The Hotel's invoices shall be payable at, and enforceable at, the registered office of the Hotel.
- 22.4.** Any dispute relating to an invoice must be submitted in writing to the Hotel within 15 days of dispatch of the invoice.
- 22.5.** If the Customer fails to show up without having cancelled the reservation in advance, the payment or credit card provided as a guarantee shall be debited for the amounts due as a fixed compensation.
- 22.6.** Any price reduction, discount or commission granted by the Hotel shall lapse in the event of non-payment of the invoice by the due date.
- 22.7.** Any invoice issued to a Professional Customer which remains unpaid on the due date shall, by operation of law and without prior notice of default, bear interest at a rate of 10% per annum and be automatically increased by a fixed and non-reducible compensation calculated on the amounts due, 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%.
- 22.8.** Any invoice issued to a Consumer Customer which remains unpaid on the due date shall give rise to the sending of a notice of default without surcharge. In the absence of a response within 14 days of dispatch, the outstanding balance shall bear interest at the statutory interest rate. In addition, the unpaid invoice shall be increased by a fixed and non-

reducible compensation calculated in accordance with the caps set out in Article XIX.4 of the Belgian Code of Economic Law, namely:

- EUR 20.00 if the remaining amount due is less than EUR 150.00;
- EUR 30.00 plus 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 plus 5% of the amount due on the tranche above EUR 500.00, with a maximum of EUR 2,000.00 if the remaining amount due exceeds EUR 500.00.

23. Reciprocity clause

- 23.1.** In the event that the Hotel fails to refund an amount due to the Customer, the latter shall be entitled to claim the same increases as those set out in Article 22.

24. Personal data

- 24.1.** The Hotel, 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 Hotel may use the Customer's email address to send a newsletter, promotional offers or an invitation to complete an online satisfaction survey after the stay.
- 24.2.** These personal data will only be disclosed to processors, recipients and/or third parties to the extent necessary for the purposes set out above.
- 24.3.** The Customer is responsible for the accuracy of the personal data provided and undertakes to comply with the General Data Protection Regulation (GDPR) with respect to the persons whose personal data the Customer has communicated to the Hotel, as well as with respect to any personal data the Customer may receive from the Hotel and its staff.
- 24.4.** The Customer acknowledges being sufficiently informed about the processing of personal data, including the rights of access, rectification, erasure, and objection.

25. Waiver of rights

- 25.1.** The failure by the Hotel to exercise one or more of its rights under these terms shall not constitute a waiver of those right(s). Nor shall the Hotel be deemed to have waived any right arising from Agreements to which it is a party, or from any fault or breach by any person, unless the Hotel has expressly waived such rights in writing.

26. Severability

- 26.1.** 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.

27. Governing law and jurisdiction

- 27.1.** These terms and the Agreement shall be governed by Belgian law.
- 27.2.** 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.