

GENERAL CONDITIONS OF SALE

LUGANO bv
Villapad 14
8300 Knokke-Heist
BE0809.358.102

1.

The present conditions form an integral part of the Hotel Contract.

Amendments may only be made in writing.

They apply to the exclusion of all other general conditions of sale arising from the documents issued by the Customer insofar as they conflict with the first.

2.

The price offer made by the Hotelier is without obligation and is not binding.

3.

The services are provided at a single establishment of the Hotelier, unless specified otherwise in writing.

4.

Complaints about the services provided may only be admitted if they are made in writing to the Hotelier within seven days of their provision.

You can do this via our Web site, but they are only legally valid if sent by registered mail.

5.

The contracting parties

A person who stays in a hotel is not necessarily a contracting party: a hotel contract may be concluded in his name by a third party.

In application of the present Conditions of Sale, the term “contracting party” will be taken to mean the natural or legal person who concludes a contract for a hotel reservation and/or is the one liable to make payment therefor. The term “customer” will be taken to mean the natural person(s) who intends/intended to stay in a hotel.

Any Customer who accepts and avails himself of a room without reservation is automatically a contracting party and is also subject to these conditions.

6.

The Hotel Contract

Under the terms of the hotel contract, the Hotelier is obliged to provide the Customer with accommodation and the usual services as mentioned.

This will be taken to mean the usual services that are provided for customers by the hotel in accordance with its category, including the public rooms and the various common types of equipment generally made available to the customers. The contracting party is liable for payment of the agreed price.

7.

Form of the Contract

No form of any kind is prescribed for the contract. The contract is concluded from the moment of acceptance by the contracting party of an offer made by the Hotelier.

Acceptance of the offer can be seen from, among other things, the payment of a deposit or the invoice or from a surety provided with credit card.

In the case of a written contract, the Hotelier must mention the Customer's arrival and departure date, together with the agreed price and a description of the services requested.

8.

Duration of the reserved accommodation

If a particular number of nights' stay is reserved by the Customer, then the start- and end-dates must be mentioned in the hotel contract and are binding upon both parties. The contract comes to an end on the day following the arrival of the Customer, and this no later than at 11:00 hrs if no contract for more than one day was requested and accepted.

If the number of nights' stay reserved is not specified, then the hotel contract will be considered as being concluded for several successive days. In that case, cancellation – ending on the following day no later than at 11:00 hrs - must be given by one of the parties so that the contract can be terminated. Cancellation given by the Hotelier to the Customer will be considered as being addressed to the contracting party and will take place in accordance with the stipulations mentioned above. This cancellation will be confirmed in writing to the contracting party.

The Hotelier has the right to request a minimum number of nights' stay during busy periods (such as, but not limited to, school holidays, the Summer months, etc.), and may change this at his discretion (excluding contracts that have already been concluded).

9.

Performance of the Contract

The Hotelier and the contracting party are obliged to adhere to the provisions stipulated in the contract.

10.

Non-performance of the Contract

If the Hotelier is unable to perform the contract, then he must offer the customer alternative accommodation of equal or higher quality or category. Any difference in price arising therefrom will be paid by the Hotelier. The Hotelier may never be liable to pay compensation for any indirect damage suffered by the customer or third parties.

11.

Dissolution of the Contract

No contract may be dissolved before it is performed in full unless mutually agreed by the parties, insofar as this falls outside the stipulated cancellation period (heading: Cancellation).

Each Hotelier may stipulate (establish) the cancellation periods and compensation payments for breach of contract differently from what is stipulated here; these will be confirmed by the parties upon conclusion of the contract (heading: Cancellation).

12.

Payment

The Hotelier will ask for full or partial payment in advance on the written reservation if such reservation is made 5 working days before the date of arrival. The Hotelier will only be obliged to honour this contract after receiving this advance payment.

If the Hotelier receives a sum of money from the contracting party beforehand, then this will be considered as payment of an advance on the contractual price, unless specified otherwise in the contract.

If the reservation is made less than 5 working days before the arrival date, the contracting party must provide his credit card details fully and correctly in writing with a handwritten statement that the Hotelier may, in the case of cancellation or no-show, debit the credit card by the amount specified in the cancellation terms or for compensation for breach of contract.

The hotel bills are immediately payable in cash upon presentation and must be settled before the Customer departs, unless specified beforehand in the contract (groups within 14 days of invoice date). For a stay of 12 days or more, the Hotelier will give a bill every 7 days, that has to be paid within 24 hours. The deposit will be deducted at the end of the stay, except stipulated differently in advance. Hotel bills of invited guests can be put on the bill of the contracting party, but will be considered as not paid bills until the bills are paid by the contracting party.

If the contracting party refuses to pay, the Hotelier is entitled to breach the contract immediately, to refuse entrance to the room and to use his right of retention.

If any part of the hotel bill is disputed, then the undisputed part must nevertheless be paid in cash.

Unless specified otherwise, the Hotelier is not obliged to accept cheques, dividends, credit cards or other means of postponed payment, and payment must be made in Euros.

The contracting party is responsible for payment of all services provided for the customer, including the services that were specified when the contract was concluded, unless otherwise specified in writing, by which these costs will be paid by the Customer.

All promotions, arrangements or discounts that form part of the contract must be paid for in cash (thus, not with cheques, dividends, credit cards or other means of postponed payment) or paid in full before the date of arrival by means of a direct bank transfer.

The allowed discounts apply to your request.

13.

Breach of Contract

Any serious or repeated infringement of the contractual obligations (e.g. not paying the bill before the deadline as stipulated) entitles the Hotelier to immediate termination of the contract without prior notice, without prejudice to the latter's right to claim compensation.

If the Customer behaves repeatedly inconvenient (e.g. physical or verbal violence, intoxication, disturbing noise at night, vandalism, behaviour that disturbs the other customers, etc...) the Hotelier will also be entitled to end the contract.

14.

Responsibility of the Hotelier and custody of property by the hotel

The Hotelier is not responsible for damage arising from an event beyond his control, in spite of taking the requisite preventive measures, considering the circumstances and the consequences.

Nor is he responsible for the damage arising from the fault of the customer, if only partial.

The Customer is also obliged to make use of the safe provided for him in his room (if possible) to safeguard his valuables.

The Civil Code (Law of 4 July 1972, B.S. 19 August 1972) governs the custody of property in a hotel, the stipulations of which are reproduced below:

Article 1952: The hotelier, as custodian, is liable for damage to, destruction or theft of items brought by a guest who takes up lodgings in the hotel. The custody of those items must be considered as custody of necessity. The following items may be considered as having been brought with the guest:

- a) Those which are located in the hotel during the time that the guest has lodging there;*
- b) Those which the hotelier or a person providing services for him outside the hotel under his supervision takes during the time that the guest has lodging there;*
- c) Those which the hotelier or a person providing services for him inside or outside the hotel under his supervision takes during a reasonable period before or after the time that the guest has lodging there.*

The liability described in this article is limited in each claim to 100 times the price of accommodation per day of lodging. The King may in this case specify the details for determining that price. The Royal Decree of 24 June 1973 (B.S. 14 August 1973) states that the daily price for renting a room (to which Art. 1952, para. 3 refers) includes the amount of an overnight stay, as published by the hotelier, plus a percentage (as may be provided) for the services offered.

Article 1953: The liability of the hotelier is unlimited if:

- a) The items are given for safekeeping to the hotelier or persons in his employ;*
- b) He has refused to take items which he is obliged to take into custody for safekeeping;*

- c) *The damage to, destruction or theft of the items mentioned in Art. 1952 is the result of an error committed by himself or those who are in his employ.*

The hotelier is obliged to take custody of securities, money or valuables. He may refuse the custody thereof only if they are hazardous or if they have an inordinate market value or cause inconvenience, considering the size of the hotel and the circumstances. He may request that the object entrusted to him be stored in a closed or sealed package.

Article 1954: The hotelier is not liable if the damage, destruction or theft is because of:

- a) The guest or a person accompanying him, is employed by the guest or is visiting him*
- b) Force majeure*
- c) Armed robbery*
- d) The nature of or a defect in the item.*

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

Article 1954c: Any declaration or stipulation whereby the liability of the hotelier for the prejudicial fact is excluded or limited is invalid. Article 1954d: Articles 1952, 1953 and 1954b do not apply to vehicles or to items which are part of their freight and left on site, nor to living animals.

15.

The responsibility of the customer/contracting party

The Customer and the contracting party are jointly and severally responsible to the Hotelier for any damage they cause to persons, the building, the furniture or the fixtures and fittings of the hotel and the places accessible to the public and to visitors, domestic pets and other persons to whom they are related.

16.

The withholding (right of retention) of objects brought by the customer.

The Hotelier has the right to retain and ultimately sell off, by way of guarantee for the payment of sums due to him, any objects with a market value which the Customer brought with him and any attendant accessories.

17.

The behaviour of the customer

The Customer must behave according to the customs and regulations of the hotel where he is staying - these regulations are available for the perusal of the Customer.

Any serious or repeated infringement of these regulations entitles the Hotelier to terminate the contract immediately, without prior notice.

18.

Domestic pets

If a customer wishes to bring a domestic pet to the hotel with him, then he must inform the Hotelier thereof beforehand. He also remains responsible for it and may never leave it unaccompanied. In addition, a one-off charge will be made for the animal. The Hotelier may refuse permission for an animal at any time and without having to give reasons therefor.

19.

Occupation and vacation of the rooms

Unless otherwise stipulated in the contract, rooms reserved for a customer must be available for occupation by 15:00 hrs and the rooms of the customer who is leaving the hotel must be vacated by 10:00 hrs. If the room is not available for occupation by 15:00 hrs, the customer has the right to extend his occupation after 10:00 hrs by the same amount of waiting time, but to no later than 14:00 hrs. If the customer still has not vacated his room by 11:00 hrs at the latest, the hotelier has the right to charge for one extra night's stay, plus any damages arising from the customer's delayed departure.

20.

Identity of travellers

The Customer must show his identity card upon his arrival at the hotel, to enable registration in the police registration card, which he must sign.

21.

Delayed arrival

A late arrival – i.e., after 22:00 hrs – of which the Customer gave no warning, gives automatic entitlement to termination of the hotel contract, with entitlement for the Hotelier to claim compensation.

22.

Telephone reservations

A reservation made by telephone, which the Hotelier has accepted, is only valid up to 17:00 hrs, if it concerns a reservation for the same day and the requisite credit card details have not been sent in writing.

If the Customer is delayed, he must inform the Hotelier thereof beforehand and state his exact time of arrival; if not, this automatically gives entitlement to terminate the hotel contract, with entitlement for the Hotelier to claim compensation.

23.

Any sums not paid by their due date will automatically incur interest for delayed payment without prior notice of default. The rate of such interest will be that applied by the "Belgian Association of Banks" to cash credits, plus 2%. If an invoice is not paid, the contracting party shall also be liable to pay compensation in the amount of 15% of the invoice total. The hotelier is then entitled to suspend all other services until payment is made in full. Any invoices that are not yet due will also become payable in full.

24.

Any price reduction, reimbursement or commission granted by the Hotelier will no longer be valid if the account is not settled on its due date.

25.

Cancellation of reservations during while the customer is staying in the hotel

In the case of serious and proven reasons (illness, accident, decease of the customer or his life-partner, parents, children, brother or sister) only the day commenced will be charged for, whereby the Hotelier may charge for that day's services.

In cases for which the Hotelier is neither responsible nor liable, or no proof can be produced of serious and proven reasons, the Customer shall pay for the day commenced in full and half of the remaining reserved period *pro rata* of the price stated in the reservation.

26.

Advance deposits, as listed in the confirmation letter, must be paid to the Hotelier immediately, but no later than half-way between the reservation date and the arrival date.

In the absence of payment, the Hotelier has the right to cancel the hotel reservation without prior notice.

27.

If discounts for groups are granted, then the term *group* will be taken to mean 10 (ten) paying persons who have actually signed in at the hotel.

The final number of customers must be announced to the Hotelier at least one week before their arrival. The stated number is binding for the settlement of the hotel account.

28.

If the contracting party cancels, the following compensation payments will be due:

-100% of the amount of the contract, less any deposit received, if the cancellation is made 2 days before the planned arrival date;

-50% of the amount of the contract, less any deposit received, if the cancellation is made between the 7th and the 3rd day before the planned arrival date;

- no compensation if the cancellation is made more than 7 days before the planned date of arrival.

If the Hotelier cancels for reasons other than *force majeure*, unforeseen circumstances, shortage of staff or technical problems, the Hotelier has the option to provide lodgings of equal value as described in point 10 above, or to pay the contracting party the compensation as listed above.

29.

Vouchers and/or gift cheques are only valid when they are paid in full. These are valid for one year from the date of payment. After one year, they lose 50% of their value, but the remaining 50% may still be used for one year. After two years they will no longer be valid.

Advance deposits are subject to the same stipulations as mentioned above.

Credit notes to the benefit of a contracting party expire completely one year after being issued by the Hotelier.

30.

If an invoice is issued in the name of a legal person, the directors are jointly and indivisibly liable for payment together with the legal person.

31.

The fact that the Hotelier does not apply one or other of the clauses stipulated in the current General Conditions to his advantage may not be interpreted as a renunciation on his part of his right to do so.

32.

The fact that the contracting party has not received the General Conditions in his official mother tongue does not absolve him from their application, unless he has requested to be given a translation thereof. If the translation makes a different interpretation possible, then the original Dutch version will take precedence over the translation.

33.

The possible nullity of one or more provisions in the present General Conditions shall under no circumstances nullify the contract as a whole. The other provisions consequently remain applicable in full.

All disputes arising from this contract shall be decided on by the appropriate court in Brugge (Bruges).