

Terms & Conditions B&B Daya 2018

These Terms and Conditions (Conditions) set out the basis on which B&B Daya (as defined below) will provide accommodation and other products and services at its bed & breakfast(s) to Customers (as defined below) and Guests (as defined below). By making a Booking (as defined below) the Customer agrees to comply with these Conditions.

1. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Arrival Date" means the date on which the Customer's stay at the bed & breakfast is due to commence, as per the Booking Details

"Booking" means the reservation by the Customer of accommodation and any other products and services detailed in the Booking which is accepted by B&B Daya

"Booking Details" means the details of the Booking including the number of Guests, the number of rooms required, the duration of the Guests' stay at the B&B and any other products and/or services to be included in the Booking

"Charges" means the charges payable by the Customer in connection with the Booking

"Contract" means the contract between the Customer and B&B Daya in relation to the Booking

"Customer" means person who makes the Booking

"B&B Daya" means B&B Daya (commercial name) or Tolkenservice BVBA (registered company, number BE0877209404) or such other company in the same group of companies as B&B Daya that operates the B&B

"Group Booking" means any Booking where total number of Customers is equal to or larger than 6 people.

"Guests" means the Customer and any third parties they invite to the B&B in connection with the Booking

"B&B" means the bed and breakfast owned or operated by B&B Daya (or Tolkenservice BVBA) in the location of which is specified in the Booking

"Penalty Fee" means the additional charges payable by the Customer that may occur when violation the B&B rules

2. BOOKINGS

2.1 Customers can request Bookings via B&B Daya's website or by contacting B&B Daya's staff at the B&B.

2.2 When requesting Bookings, Customers will be required to provide identification information including, but not limited to, their name, address, contact telephone number and email address.

2.3 No request for a Booking should be deemed to be accepted unless and until B&B Daya confirms its acceptance and provides a booking reference, at which point the Contract will come into existence.

2.4 Subject to clause 4, B&B Daya will use its reasonable endeavours to accommodate any request from the Customer to change the Booking Details. However, any request to change the dates or length of stay or add products and/or services will be subject to availability and the Customer paying for such increased length of stay and/or products and/or services at B&B Daya's standard rates from time to time.

3. FEES AND PAYMENT

3.1 The Charges will be as quoted by B&B Daya to the Customer upon the Customer's request for a Booking.

3.2 Unless otherwise agreed by B&B Daya, the Charges only cover the provision of accommodation at the B&B and the Customer may incur additional charges including, without limitation, charges for meals, room service, laundry, and damage (the "Additional Charges").

3.3 Customers will be informed of the amount of the Additional Charges before they are incurred, if any.

3.4 Bookings will be subject to the Customer:

- when booked online and staying less than 10 days in the B&B;
 - o making payment of the Charges in full 48 hours in advance of the Arrival Date and;
 - o providing valid Credit Card details at time of booking via which payment of the Charges or the balance of the Charges and any Additional Charges can be taken.
- when booked online and staying more than 10 days in the B&B;
 - o making payment of a non-refundable fee and/or deposit of 10% of the Charges at time of booking and;
 - o making payment of the balance of the Charges in full 48 hours in advance of the Arrival Date and;
 - o providing valid Credit Card details at time of booking via which payment of the Charges or the balance of the Charges and any Additional Charges can be taken.
- when booked offline or in person;
 - o making payment of the Charges in full at the moment of booking and/or, at B&B Daya's option;
 - o providing valid Credit Card details at time of booking via which payment of the Charges or the balance of the Charges and any Additional Charges can be taken.

- when booked online or offline for 6 or more Customers (Group Bookings)
 - o making payment of a fee and/or deposit of 50% of the Charges in case the full amount exceeds €500, regardless of the group size, and;
 - o making payment of the balance of the Charges in full one week in advance of the Arrival Date and;
 - o providing valid Credit Card details at time of booking via which payment of the Charges or the balance of the Charges and any Additional Charges can be taken.

3.5 If not prepaid in full at time of booking the balance of the Charges must be paid by the Customer according to clause 3.4 or, at B&B Daya's option, immediately on checking in at the B&B. Any Additional Charges must be paid either as they are incurred or, at B&B Daya's option, upon the Customer checking in at the B&B.

3.6 The following payment methods are accepted by B&B Daya • Credit and Debit Cards, if the Customer is paying online, including (but not limited to) Maestro, Bancontact, Visa, MasterCard • Cash or Credit or Debit Cards, if the Customer is paying in person at the B&B

3.7 All Bookings made for a period of stay that is equal or over 10 days will be subject to a 10% non-refundable deposit. This applies to all payment methods and all available rate plans of B&B Daya.

3.8 All damages to the facilities caused by a Customer or Guest must be paid for in full by that Customer or Guest. Therefore, all groups equal to or larger than 6 Guests, will be asked to make an electronic (or cash) damage deposit of €250 (+ €10 per individual exceeding 6 people) on the credit card used for booking. This damage deposit will be entirely refunded upon checkout, unless any damages arose. The Charges for damage will be applied for the amount corresponding to the actual loss. B&B Daya preserves the right to determine the amount of the actual loss on an acceptable basis. If the amount of damage exceeds €250, the Customer or Guest will still be liable for full payment of the amount exceeding the damage deposit. Non-payment of these Charges will automatically result in a police intervention to make a report and enforce repayment of the incurred loss.

3.9 The Customer agrees that all Charges, Additional Charges, Fees, Deposits and any other type of necessary payment may be charged by the B&B on the Customer's credit card used at the time of booking.

4. CANCELLATIONS & MODIFICATIONS

Individuals (less than 6 guests)

4.1 Subject to clause

4.2, the Customer may cancel or modify the Booking without charge if notice is given to B&B Daya at least 48 hours prior to the Arrival Date. In case of a valid cancellation B&B Daya will refund to the Customer all sums paid by the Customer in advance, if any. 4.2 Where the Customer has been offered a discounted rate on condition that the Booking becomes non-refundable then, in the event of cancellation or modification of the Booking, all Charges applicable to that Booking remain payable in full. Nonrefundable Bookings do not offer the option to modify the Booking Details.

4.3 Where the Customer fails to give sufficient notice of cancellation or modification as per clause 4.1, the entire Booking will be deemed cancelled and the Customer must pay the B&B an amount equivalent to the Charges applicable to the first' night's stay at the B&B.

4.4 Where the Customer fails to arrive (no show) at the B&B, the entire Booking will be deemed cancelled and the Customer must pay the Charges in full for the entire stay of the Booking.

4.5 B&B Daya may at any time cancel a Booking if the B&B becomes unavailable due to circumstances outside B&B Daya's control in which case B&B Daya will repay the Customer in full. B&B Daya's liability will be limited to repayment of the Charges paid by the Customer in advance, if any.

4.6 B&B Daya may at any time cancel the Booking if the payment details provided by the Customer in accordance with clause 3.4 are invalid and the Customer fails to provide alternative valid details.

Group Bookings (equal to or more than 6 guests)

4.7 Subject to clause 4.8, the Customer may cancel or modify the Group Booking without charge if notice is given to B&B Daya at least 2 weeks prior to the Arrival Date. In case of a valid cancellation B&B Daya will refund to the Customer all sums paid by the Customer in advance, if any.

4.8 Where the Customer has been offered a discounted rate on condition that the Group Booking becomes non-refundable, in the event of cancellation or modification of the Group Booking, all Charges applicable to that Group Booking remain payable in full. Non-refundable Group Bookings do not offer the option to modify the Booking Details.

4.9 Where the Customer gives notice of cancellation or modification for the entire Group Booking less than 2 weeks, but more than 48 hours, prior to the Arrival Date, the Customer must pay the Bed & breakfast an amount equivalent to 50% of the total Charges.

4.10 Where the Customer gives notice of cancellation or modification for only part of the Group Booking less than 2 weeks, but more than 48 hours, prior to the Arrival Date, the individual cancellation policy may be applied up to a maximum of 4 people. In all other cases the Customer must pay the Bed & breakfast an amount equivalent to 50% of the total Charges applicable to the changes.

4.11 Where the Customer fails to give sufficient notice of cancellation or modification as per clause 4.7, 4.9 and 4.10, or fails to arrive (no show) at the B&B, the entire Group Booking will be deemed cancelled and the Customer must pay the Bed & breakfast the Charges in full for the entire stay of the Booking.

4.12 B&B Daya may at any time cancel a Group Booking if the Bed & breakfast becomes unavailable due to circumstances outside B&B Daya's control in which case B&B Daya will repay the Customer in full. B&B Daya's liability will be limited to repayment of the Charges paid by the Customer in advance, if any.

4.13 B&B Daya may at any time cancel the Group Booking if the payment details provided by the Customer in accordance with clause 3.4 are invalid and the Customer fails to provide alternative valid details.

5. CHECK IN AND CHECK OUT

5.1 Check-in time at the B&B booked is from 15:00 hrs. local time. Check-in prior to 15:00 hrs. may be available subject to prior arrangement with B&B Daya and subject to the full range of services and facilities at the B&B not being available until the standard check in time.

5.2 Check-out time at the B&B booked is 11:00 hrs. local time. Later check-out times may be possible by prior arrangement with an additional charge and subject to availability. In the absence of such prior arrangement, failure to check-out by 11:00 hrs may result in the Customer being charged for a late check-out or, in case of checkout after the extended checkout time, an additional night's accommodation at the standard applicable rate.

6. B&B RULES (HOUSE RULES)

The most important B&B Rules can be found on the back of every single bedroom door in the form of House Rules. These House Rules are inherently part of the Booking Terms & Conditions.

Customers are expected to adhere to these House Rules at all times during their stay. Violations of these rules may result in a Penalty Fee. The absence of these rules in the room must be reported to the reception desk immediately by the Customer and will under no circumstances lead to a situation in which these rules and Conditions are invalid.

6.1 Valid photo identification in the form of a Driver License, ID Card or Passport is required at check-in.

6.2 Customers are required to conduct themselves and ensure that their Guests conduct themselves in a reasonable and responsible manner at the B&B at all times, and must not act in any way which may disturb other Guests or staff. Failure to adhere to this requirement may result in Guests being asked to leave the B&B in which event all Charges and Additional Charges shall become immediately payable by the Guest.

6.3 Smoking is strictly prohibited inside the entire B&B, including the bedrooms and all social areas. Smoking outside the window is also a violation of this rule. Failure to adhere to this requirement will result in Guest(s) being asked to leave the B&B immediately in which event all Charges and Additional Charges shall become immediately payable by the Guest. The Penalty Fee for not adhering to this rule is €200.

6.4 Use and possession of any kind of drugs is strictly prohibited in the B&B. Failure to adhere to this rule will automatically result in a police intervention and the Guest(s) will be banned from the property.

6.5 The kitchen and bedrooms in the B&B are for Customers only. Customers are not allowed to invite other Guests into these areas. Guests, who are not an overnight Customer in the B&B, are not allowed in the entire B&B after closing hour of the day. Customers who fail to adhere to this rule, and invite other people into the B&B, will be liable to pay a Penalty Fee of €100 per person.

6.6 The Customer will be responsible for any loss or damage caused at the B&B by Guests or visitor of the Guest. The Guest may be liable for B&B Daya's reasonable cost of repairing, cleaning or replacing any property of B&B Daya which is damaged, soiled or lost by a Guest, in accordance with clause 3.8.

6.7 No animals are allowed in the B&B.

6.8 For hygienic reasons, use of own linen, including but not limited to sleeping bags and inflatable mattresses, is strictly prohibited in the B&B.

6.9 B&B Daya does not accept bookings made by those under the age of 18. Failure to adhere to this rule will result in automatic cancellation with no refund given.

6.10 The B&B has all necessary emergency systems and infrastructure in place according to Belgian law.

Customers are allowed to use these systems and infrastructure in case of emergency only. Customers or Guests who deliberately abuse the emergency infrastructure will be liable to pay a Penalty Fee of €500 to the B&B.

7. FOOD AND DRINKS

7.1 Unless otherwise agreed by B&B Daya, the Charges do not include any food or drinks.

7.2 Customers and their Guests may only consume drinks purchased from B&B Daya's bar in the social areas. The designated kitchen area forms the only exception to this rule, where the Customer can consume food and drinks in normal and acceptable amounts in relation to their own meals.

7.3 No externally purchased food and drinks may be consumed inside the rooms of the B&B.

7.4 Any additional cleaning costs resulting from non-adherence to the above rules, will lead to a Penalty Fee of €100 per room.

8. DISABLED GUESTS

8.1 B&B Daya complies with all laws regulating the treatment of, and provisions for, disabled Guests.

8.2 Customers with any special requirements pertaining to a disability should inform the management team at the B&B prior to the Arrival Date.

9. B&B DAYA'S LIABILITY

9.1 B&B Daya will endeavour to do all that is reasonable to ensure the Customer, and or its Guests', and its belongings, are safe and secure during their stay in the B&B. However, B&B Daya will not be liable for any accidents beyond its control or for any loss, damage or theft of the Customer's property. B&B Daya provides secure baggage storage facilities. Consequently, the Customer stays responsible to use these when deemed necessary.

9.2 The Customer agrees that B&B Daya is only supplying its facilities, products and services to the Customer for private use and have no liability to the Customer for any loss of profit, loss of business, business interruption or loss of business opportunity.

10. PERSONAL DATA

10.1 The Customer hereby consents to B&B Daya's collecting of the Customer's personal data such as name, surname, email address, social security number, customer number, address, contact information and details of the bank account number.

10.2 The personal data is used by B&B Daya for the performance of the Contract, for marketing purposes, as a basis for statistics and for B&B Daya's product development. B&B Daya preserves the right to share the Customer's personal data with its partners for advertisement and promotion in the future, or in case of emergency and/or when it's seen as part of B&B Daya's duty of care. B&B Daya however respects guest privacy and will not sell or disclose guests' personal information to any other person, business or third party if asked so by the Customer.

10.3 The personal data may be analysed and grouped for the selection, prioritisation and planning of the marketing of B&B Daya, so-called profiling.

10.4 As a customer of B&B Daya, you agree to receive marketing information via mail, telephone, or e-mail and text messages, and other digital channels. Your personal data may be disclosed to all offices within the B&B Daya Group.

10.5 Personal information is disclosed to Belgian authorities only when it is required by law or by official order.

11. WEBSITE

11.1 B&B Daya provides its property website and all its other websites on an 'as is' basis and makes no representations or warranties of any kind with respect to this site or its contents and disclaims all such representations and warranties. This website is operated and maintained in a cloud-based capacity and is published from a European perspective. B&B Daya is not publishing the website for use in any jurisdiction where such publication or use is unlawful.

11.2 B&B Daya will use reasonable efforts to make our websites and its content available to all users. However, it does not warrant or represent that access to this site will be uninterrupted, reliable or fault-free. B&B Daya reserves the right at their sole discretion to deny users access to their sites or any part of it without notice and to decline to provide the service to any user that is in breach of these conditions.

11.3 To the fullest extent permitted by law neither B&B Daya nor any of its employees or agents will be liable for damages arising out of or in connection with the use of this site, the information in it or the unavailability of the site or its content. This is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and third party claims, save that nothing shall exclude or restrict liability for death or personal injury resulting from the negligence of B&B Daya, its employees or agents.

11.4 B&B Daya reserves the right to revise the contents of its websites at any time without notice, including these Terms and Conditions. Any changes to these Terms and Conditions will be posted on its website. By continuing to use B&B Daya's website following any such change, you signify that you agree to be bound by the revised conditions.

11.5 Certain links, including hypertext links, on B&B Daya's website will lead you to websites or pages that are not under the control of B&B Daya. Links are provided for convenience and the inclusion of any link does not imply endorsements in any way of the site to which it links.

11.6 All rights in the design, texts, graphics and other materials on the website and the selection or arrangement thereof are the copyright of B&B Daya. Permission is granted to copy electronically and print in hard copy portions of this site solely for your own personal use. Any other use of content on this site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or re-publication) without the prior written permission of B&B Daya is strictly prohibited.

11.7 B&B Daya regularly obtains rich media from its users and/or guests. By supplying rich media to us, you are deemed to have accepted all following Terms and Conditions: You confirm to grant B&B Daya permission to use the material to promote its locations on any medium. You confirm that rich media you provide is owned by you and that you are fully entitled to grant to B&B Daya non-exclusive rights to use it. You confirm that you are not violating, plagiarising, or infringing the rights of any third parties including copyright, trademark, trade secrets, privacy, publicity, personal or proprietary rights. You confirm the consent of anyone who is identifiable in your provided rich media or the consent of a parent or guardian if the person is less than 18 years of age.

11.8 The B&B Daya logo is owned by Tolkenservice bvba. All other trademarks, product names and company names or logos cited herein are the property of B&B Daya or their respective owners. No permission is given by B&B Daya in respect of the use of any such trademarks, get-up, product names, company names, logos or titles and such use may constitute an infringement of the holder's rights.

11.9 FORCE MAJEURE: B&B Daya shall not be liable to users for any breach of these conditions of use or any failure to provide or delay in providing our services through our site resulting from any event or circumstance beyond our reasonable control including, without limitation, industrial disputes, breakdown of systems or network access, fire explosion or accident.

12. B&B DAYA OFFERS

12.1 Any bookable offer from B&B Daya is only valid when booked directly through B&B Daya's website.

12.2 Indirect bookings, regardless of the booking source, will not be eligible for B&B Daya's offers after a Booking has been made.

12.3 Offers are always subject to availability and further restrictions may apply depending upon the offer chosen.

12.4 Offers may be prepaid only and non-refundable. It's the Customers responsibility to check the conditions and restrictions of the offer.

13. GENERAL

13.1 The Customer's rights as a consumer under consumer protection legislation in Belgium from time to time in force shall not be affected by these Conditions.

13.2 B&B Daya may transfer its rights and obligations under the Contract to another organization but will always inform the Customer if this happens and this will not affect the Customer's rights under the contract.

13.3 B&B Daya will not be liable to the Customer for any failure to perform, or delaying in performing, its obligations where such failure or delay is due to an event outside B&B Daya's control (including without limitation, extreme adverse weather, industrial action or natural disaster). If such an event prevents B&B Daya from fulfilling the Booking, either party may cancel the Contract.

13.4 B&B Daya may, from time to time, change these Conditions without notice. However, the version of these Conditions in force at the time of the Booking will continue to apply to the Contract. Customers are advised to check B&B Daya's website for the latest version of these Conditions before making a Booking.

13.5 No failure by B&B Daya to enforce these Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

13.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions, and the remainder of the provision in question, shall not be affected.

13.7 This Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of Belgium. Any disputes (including in relation to noncontractual matters) shall fall within the exclusive jurisdiction of Belgian Courts.

13.8 This Contract, and so B&B Daya's Terms & Conditions, always prevail on any other Terms & Conditions from any other online travel agent or booking partner that may have been used by the Customer.

13.9 No person who is not a party to the Contract will have any rights in connection with it.