

DUKES' ARCHES is a public limited company, registered with the legal entities register of Gent, Bruges Division, under number 0438006171 with the registered office Hoogstraat 20, 8000 Bruges - Belgium, and with the intra-Community VAT number BE 0438.006.171 (hereinafter '**DUKES' ARCHES**').

DUKES' ARCHES is registered in the register of Toerisme Vlaanderen [*Tourism Flanders*] under the number 211597, with as insurer: FEDERALE VERZEKERING – STOOFSSTRAAT 12 – 1000 Brussels.

DUKES' ARCHES manages and operates the website <https://www.dukesarches.com> (also available as a version for mobile devices), a hotel(s) reservation site, and other additional services (hereinafter the "**site**").

Contact: [contact](#); telephone: +32 (0)50 33 78 89.

## 1. INTRODUCTION

These general terms and conditions (hereinafter '**General Terms and Conditions**') are intended to define the methods and conditions under which DUKES' ARCHES enables its customers (hereinafter '**customer(s)**') to make use of the whole of the services, in particular reservation, available on this site and described in detail below (hereinafter jointly referred to as the '**services**').

Before a customer makes a reservation on the site, the customer (i) declares that he acts for personal purposes and (ii) that he is fully authorised to enter into obligations with regard to these General Terms and Conditions.

The customer is encouraged to read these General Terms and Conditions carefully. The customer must have accepted these before booking any of the services on the site. Each customer is advised to save and print these General Terms and Conditions with the standard features of the browser and computer.

DUKES' ARCHES reserves the right to change or supplement all or part of these General Terms and Conditions at any time. In that case, the new version of the General Terms and Conditions will be available on the site with the date on which it entered into force. Customers are advised to consult the General Terms and Conditions regularly to take note of possible changes. In any case, the customer must only comply with the only version of the General Terms and Conditions in force at the time the customer reserves the service.

The customer is the only one obliged to pay, if necessary, all technical means that provide access to the site.

## 2. DESCRIPTION OF THE SERVICES

### 2.1 SERVICES OF DUKES' ARCHES

DUKES' ARCHES offers on the site (i) reservation services for hotel rooms ('**accommodation services**') (2.1.1) and (ii) additional services for the aforementioned services ('**additional services**') (2.1.2).

The accommodation services and the additional services are listed together below as '**services of DUKES' ARCHES**'.

#### 2.1.1 ACCOMMODATION SERVICES

On the site, customers can reserve hotel rooms operated under the name DUKES' ARCHES (hereinafter jointly referred to as the '**establishments**').

The main characteristics, availability, price, options offered, payment terms and special applicable terms of sale for the selected rate (warranty policy, cancellation policy, arrival times, etc.) of the establishments offered are displayed during the booking process as described in Article 3 below.

It is emphasized that each establishment has its own special terms and conditions of sale that apply to the selected rate, and which are also available on the site (hereinafter referred to as the '**Special Conditions**') and of which the customer is informed before making the reservation on the site. For example, the special conditions may include information about arrival and departure times, the guarantee policy, the cancellation period, Wi-Fi access and specific conditions regarding children.

Finally, upon arrival at the establishment, the customer may be asked to fill out a form for the police, depending on the regulations in force in certain countries. In doing so, the customer is asked to present an ID to check whether or not the form for the police should be completed.

## 2.1.2 ADDITIONAL SERVICES

Additional services can also be booked through the site, such as breakfast, a bottle of champagne on arrival or a higher class of accommodation services.

The additional services also cover travel services within the meaning of paragraph 3.1 of the EU Directive 2015/2302 dated November 25, 2015 in respect of package holidays and linked travel arrangements, which together with the accommodation services constitute 'a linked travel arrangement' or a 'package holiday' in accordance with the criteria laid down in that directive.

## 2.2 SERVICES OF PARTNERS

DUKES' ARCHES enters into agreements with partners for distribution on third-party websites ('Partners') so that customers can search, select and reserve rooms distributed by DUKES' ARCHES through the partners' website (hereinafter referred to as the 'Partner Services').

The terms of sale applicable to the partner services are available on the partner's website.

## 3. RESERVATION PROCEDURE

The customer chooses the services on the DUKES' ARCHES site or its partners by going through the appropriate procedure.

### 3.1 RESERVATION OF SERVICES OF DUKES' ARCHES

Reservations for services of DUKES' ARCHES are made by the customer on the site.

The reservation procedure varies according to the browser and the wishes of the customer and includes the following steps:

- Step 1: filling in the arrival date, departure date and, if applicable, a discount code;
- Step 2: the results and selection of one or more room types, if applicable;
- Step 3: the details and characteristics of the selected service(s), in particular when it is about an accommodation service: the characteristics of the accommodation (luxury, room size, TV, minibar, etc.), the duration of the stay, available options (e.g. breakfast, Wi-Fi, etc.), the total

price of the chosen pricing plan, and all booking conditions (warranty policy, cancellation policy, arrival times, etc.);

- Step 4: the details of the selected service(s), in particular when it is about an accommodation service: the room type, the pricing plan, the duration of the stay, the number of people, the total price of the reservation with data on applicable taxes, if desired the selection of one or more additional service(s), filling in the estimated arrival time and adding special wishes;

- Step 5: the summary of the reservation of the service(s) with:

(i) an overview of the main characteristics (duration of stay, characteristics of the accommodation and/or the additional service(s), the amount including taxes),

(ii) contact details provided by the customer: either by indicating an existing account, or by filling in the mandatory fields with the possibility to store the data by creating an account as a member of the site;

(iii) consulting and accepting the booking conditions regarding the reservation before confirmation by the customer;

(iv) if desired, accept to subscribe to the newsletters

- Step 6: the completion of the reservation of the service(s) by the customer by providing information about the payment method, either with a partial or full prepayment of the reservation before the stay or by requesting a proof of reservation for the accommodation services by credit card guarantee;

- Step 7: confirmation of the reservation of the service(s) by DUKES' ARCHES;

- Step 8: a confirmation email about the reservation of the service(s) will be sent to the customer, containing an overview of the reserved service(s), the prices, the Special Conditions accepted by the customer, the date on which the reservation was made, the customer service details and access to the general terms and conditions, and the address of the establishment.

Reservations are considered final after the confirmation email has been sent.

The customer can make a reservation of DUKES' ARCHES services on behalf of one or more other persons, with a maximum of 5 (five) rooms. Beyond that, the customer's reservation is subject to the conditions that apply to groups and are available on request. For reservations

for business trips, meetings, seminars, and so on, go to the site's Meeting & Events topic <http://www.dukesarches.com/>.

## 3.2 RESERVATION OF SERVICES OF PARTNERS

Reservations made by the customer through Partner Services are made through each partner's website and mobile services.

The reservation takes place directly between the customer and the partners, according to the steps on the website and the mobile services of the partners.

## 4. PRICES AND PAYMENT

### 4.1 PRICES

The prices for the reservation of services are indicated before, during and after the reservation.

For accommodation services, the prices indicated per room apply to the number of people and the selected date.

When confirming the reservation of a service, the total price is indicated for the customer as an amount including taxes in the trading currency of the establishment and only valid for the duration indicated on the site.

If the settlement for the total amount of the reserved service takes place in the establishment, in a currency that differs from the currency in which the reservation was confirmed, the exchange costs are borne by the customer. If the confirmed amount is displayed in another currency when booking on the site, please note that this is only an indication and not an agreement, as a possible change in the exchange rate between the date of booking and the date of stay at the establishment is taken into account.

Unless otherwise indicated on the site, options (e.g. breakfast, half board, full board and so on) that are not offered at the time of booking the service are not included in the price.

The tourist tax, which is shown when booking the service, must be paid directly on site at the establishment, unless the stay has been paid online in advance including this amount.

The prices take into account the VAT applicable on the day of booking, and changes to the applicable VAT are automatically reflected in the price indicated on the billing date.

In the event of a change or imposition of new statutory or prescribed taxes by the competent authorities, this shall be automatically reflected in the prices indicated on the billing date.

Finally, there are certain promotional offers that are only available on the site and that can only be purchased via the internet and not at the reception of the establishment.

## 4.2 PAYMENT

The customer communicates his payment details (i) to pay the reservation for the stay in advance, (ii) as a guarantee for the reservation, by entering the following directly in the designated field (secure input with SSL encryption) for a payment: the number of the payment card, without spaces between the digits, and the expiry date (the payment card used must be valid at the time of stay) , and the verification code in the case of prepayment through the payment platforms listed below.

DUKES' ARCHES has chosen SaferPay for the security of online payments with a payment card. The customer's payment card is subject to a validity check by this partner and can be refused for various reasons: stolen or blocked card, limit reached, input error and so on. In case of problems, the customer must contact his/her bank, the establishment, or any other entity to confirm the service reservation and payment method.

For online payments (with cards, wallet, etc.) the following cards are available that are listed on the payment page of the site: Visa and MasterCard, American Express, Maestro, Bancontact. This list is subject to change.

If the customer makes the payment at the establishment or another entity, each establishment or other entity can accept different payment methods, but the customer must show the establishment the payment card with which the reservation or prepayment was made. The establishment may also request to show proof of identity to prevent payment card fraud.

If the customer has not paid the cost of the stay online in advance, the establishment may request the customer to pay a deposit or issue an authorisation five days prior to arrival, in order to debit the cost to the bank account as a guarantee for the payment of the amount corresponding to the services used.

In the case of a 'no show' (i.e. a non-cancelled reservation by a customer who does not show up) after a reservation for an accommodation service for which a payment card has been provided as a guarantee, the establishment will charge the customer as compensation for the

amount of the entire stay with the payment card that was declared as a guarantee at the time of booking.

In the event of prepayment, the amount debited at the time of booking of the service will include the total amount at the time of booking (applicable taxes included) and, where applicable, the prices of options selected by the customer, as described in Article 4.1 above.

### **4.3 GUARANTEE**

The guarantee includes an authorisation request (also called 'pre-authorisation') from the customer's bank. This procedure provides a valid guarantee for an estimated amount for the stay, with which the establishment has a payment authorisation based on the actual spending of the customer at the level of the authorised amount. After the customer leaves at the end of the stay, only the actual invoice amount will be debited by the establishment, without the need for the physical presence of the customer or a new validation.

The amount of the authorisation request includes the reservation amount (or the remaining amount in case of a prepayment at the time of booking) plus possibly a fixed amount for any consumptions or expenses of the customer on site (breakfast if not included in the rate, restaurant, bar, tourist tax if applicable, etc.). This fixed amount is determined by the establishment based on the number of persons and the number of nights booked.

For example: 2 nights at 130 euro + 40 euro estimated for extras = authorisation request for 300 euro.

The authorisation request does not constitute a direct debit but corresponds to a reservation for a later payment, with the consent of the customer's bank, which temporarily lowers the limit for the bank card to ensure the possibility of a later debit. In some cases, however, the authorisation request may appear as an expected debit in the bank account of the card used.

If the authorisation request has been made and confirmed by the customer, the establishment will send a debit request to the customer's bank at the end of the stay at the amount of the invoice:

- if the invoice is less than the amount of the authorisation request, the actual debit for the card is equal to the amount actually owed by the customer. The card limit is then adjusted (released) by the customer's bank. This difference is taken into account (with a waiting time that varies per bank);

For example: Authorisation request for 300 euro, final invoice of 260 euro = debit of 260 euro and cancellation of the authorisation request for the remaining 40 euro.

- if the invoice exceeds the amount of the authorisation request, the establishment will use the total amount of the request. The remaining expenses will be debited via the same card. Thus, two debits are made to the customer's account. The first corresponds to the authorisation request and the second corresponds to the supplement. However, the customer is advised to go to the reception, to settle the amount of the authorisation request or to pay directly.

For example: Authorisation request for 300 euro, final invoice of 320 euro = debit of 300 euro + debit of 20 euro.

The currency used by the establishment for the invoice may differ from the currency for the authorisation request. In those cases, the actual debited amount may also differ from the amount of the authorisation request, due to the possible change in the exchange rate between the date of the authorisation request and the date of the invoice.

In some cases, the authorisation request may result in a debit by the customer's bank before the actual debit is effective. In this case, the debit is not performed twice. If the customer's balance is positive, it is automatically credited back by the customer's bank.

If, on a proposal from the establishment, the customer has paid the stay in full in advance before arrival, any additional expenses in the establishment cannot be added to the bill for the room and consumptions must be paid immediately.

If the reservation is cancelled after the authorisation request is activated, a cancellation request for the authorisation will automatically be sent to the bank of the card holder. In some cases, this cancellation may appear as a refund.

Please note that the release of the pre-authorized amount (or refund) usually takes twenty-four (24) to forty-eight (48) hours, but this can increase up to seven (7) business days or more, depending on the customer's bank.

To activate an authorisation request, the customer is asked to provide the details of the payment card when registering for the service. The customer will be informed of the operation of the authorisation request via the General Terms and Conditions. The payment card details

are only kept by DUKES' ARCHES's payment provider, complying with the strict security policy for bank details.

If the customer's bank uses the "3D Secure" security system, an SMS is sent by the customer's bank, containing the amount debited from the customer's account. It is not a direct debit.

## 5. CANCEL OR CHANGE THE RESERVATION OF A SERVICE

With regard to accommodation services (reservation of rooms in an establishment), customers should remember that they are not entitled to a cooling-off period as stated in Article VI.53 of the Belgian Code of Economic Law and in accordance with Article VI.53 paragraph 12 of the Belgian Code of Economic Law that excludes this right for agreements relating to accommodation services to be provided on a certain date or in a certain period.

For each reservation of a service, the Special Conditions describe the provisions for cancellation and/or modification of the reservation.

Reservations with prepayment and specific conditions regarding non-modification and/or cancellation cannot be changed and/or cancelled. The deposits (amounts paid in advance) cannot be refunded. This is stated in the Special Conditions.

If this is permitted in the Special Conditions:

- a service can be cancelled directly via the confirmation email via the 'Cancellation' button;
- a change in the reservation of a service can be processed directly at the establishment, the telephone details of which are in any case stated on the booking confirmation sent via e-mail.

In the event of interruption of a service on the part of the customer, the full agreed price will be collected. No refund will be granted for prepayment reservations for the stay.

Unless otherwise provided in the Special Conditions, the customer must leave the room in the establishment for an accommodation service before the time indicated by the establishment. This is usually at 11am on the day the reservation ends. If not, an extra night will be charged.

## 6. OBLIGATIONS AND RESPONSIBILITY OF THE CUSTOMER

The customer is solely responsible for the choice of the services on the site and whether they fit his wishes. DUKES' ARCHES bears no responsibility in this regard.

The customer is also solely responsible for the information provided when creating the account and/or reservations of a service. DUKES' ARCHES cannot be held responsible for incorrect or fraudulent data provided by the customer. Furthermore, the customer is solely responsible for the use of the account and any reservation made, both in his own name and on behalf of third parties, including minors, unless the customer can prove that fraud has been committed with the account and that this is not the result of an error or negligence on the part of the customer. In this case, any redirection or fraudulent use of the email address must be immediately passed on to DUKES' ARCHES customer service, the details of which are given in Article 9.

The customer undertakes to comply with the applicable rules and these Terms and Conditions when using the site and the services offered on it. If the customer fails to fulfil his obligations under these Terms and Conditions, he is liable for the damage caused by the customer to DUKES' ARCHES or to third parties. In this respect, the customer undertakes to indemnify DUKES' ARCHES against any claims, actions or complaints of any kind that may arise from it and to indemnify DUKES' ARCHES for any damages, costs or fees associated with it.

By making a final reservation of a service, the customer undertakes in particular to pay the price for it and to respect the related Special Conditions. After all:

- Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for any reason attributable to the customer will result in cancellation of the reserved service at the customer's expense, without prejudice to any legal action DUKES' ARCHES may bring against the latter;
- Any conduct that is contrary to morality and disturbs public order in the establishment, and failure to follow the internal rules of the establishment, results in the director of the establishment and/or any other service provider being able to request the customer to leave without compensation and/or without a refund if payment has already been

made. If no payment has been made yet, the customer must pay the cost of the services used before leaving;

- The customer also undertakes not to use the digital tools made available by the establishment (in particular the Wi-Fi network) in any way for purposes of reproduction, display, making available or publicly disclosing works or objects subject to copyright or similar rights, such as texts, images, photographs, musical pieces, audio-visual works, software and video games , without the consent of the right holders to the rights mentioned in the laws on intellectual property, if this permission is required. In addition, the customer must comply with the security policies of the establishment's Internet service provider, including rules for the application of security methods to prevent unlawful use of the digital tools and to refrain from any actions that reduce the efficiency of these resources.

## 7. OBLIGATIONS AND RESPONSIBILITY OF DUKES' ARCHES

DUKES' ARCHES undertakes to provide access to the site and the services provided with all due care and expertise and, to the extent reasonably required, to make every effort to remedy any malfunctions of which it is aware.

However, DUKES' ARCHES may be required to temporarily suspend the site without prior warning, in particular due to technical maintenance reasons, without DUKES' ARCHES being responsible.

The Customer acknowledges and accepts that DUKES' ARCHES's responsibility does not extend to inconveniences or damages associated with the use of the Internet, including, but not limited to:

- poor transmission and/or receipt of data and/or information on the Internet,
- defects in the reception equipment or lines of communication,
- internet failures that impede the proper functioning of the site and/or reservation of the services.

The site may contain hyperlinks from other websites published and managed by third parties, and DUKES' ARCHES disclaims any responsibility with respect to the content of these

websites and the services offered on them. In this respect, it is stipulated that partners are responsible for the promotion of the offers listed on their own websites. The decision to consult third-party websites is therefore entirely the responsibility of the customer.

## 8. FORCE MAJEURE

In the event of force majeure, not foreseeable events independent of the will of the hotelier, but also in the event of simple exceptional circumstances, the hotelier has the right, without any compensation for any reason whatsoever, to place the customer at another hotel located in the Bruges region of at least the same star class. The hotel endeavours to inform the customer as soon as possible.

## 9. CUSTOMER SERVICE AND COMPLAINTS

For all complaints relating to a reservation of a service on the site, please contact customer service.

Go to the [contact form](#)

Written contact:

Dukes' Arches - Adults Only – Customer service

Hoogstraat 20

8000 Bruges – BELGIUM

For a smooth handling, your complaints regarding the non-performance or poor performance of services must be submitted to customer service in writing and within eight (8) days after the execution date of the service. Complaints submitted more than eight (8) days after the execution date of the service will no longer be processed.

## 10. RESPECT FOR PRIVACY AND PERSONAL DATA

If a customer uses the sites or mobile services when making a reservation, DUKES' ARCHES processes his/her personal data within the terms described in the [Privacy Statement](#).

The information collected with your reservation is intended for DUKES' ARCHES, its parties, partners, service providers (in particular online payment providers) and hotels, for making the reservation or taking pre-contractual measures.

In order to ensure a secure payment transaction, DUKES' ARCHES's parties process the personal data in such a way that the fraud risk of each transaction can be determined. On that

occasion, DUKES' ARCHES and the hotels can call on the services of DUKES' ARCHES's fraud prevention service provider for better analysis. Depending on the results of these analyses, DUKES' ARCHES may take certain security measures, and in particular ask the customer to use a different reservation channel or payment method. Those measures result in the execution of the reservation being suspended or, if the result of the analysis does not guarantee a safe order, cancelled. If the customer fraudulently uses a payment method, leading to default of payment, he can be included in the DUKES' ARCHES incident database. As a result, DUKES' ARCHES excludes him from future payments or carries out additional checks in the future.

The customer can assert the rights at his disposal at any time under the regulations on the protection of personal data. All information that may be useful can be found in the [Privacy Statement](#).

## 11. MISCELLANEOUS

The entry of the required bank details and the acceptance of these General Terms and Conditions and the Special Terms and Conditions via digital means, includes an electronic agreement between the parties that constitutes proof for the parties between themselves of the reservation of the service and for the due and payable amounts for the execution of the aforementioned reservation.

The applicable General Terms and Conditions and the Special Terms and Conditions include all obligations of the parties. It does not include any other terms and conditions communicated by the customer.

If the Special Terms and Conditions and the General Terms and Conditions contradict each other, only the Special Conditions apply to the relevant obligation. If, on the one hand, general terms and conditions, of any kind, of a partner and another party on the other hand, contradict each other, only these General Terms and Conditions and the provisions of these terms and conditions apply to the relevant obligation.

If one or more provisions of these General Terms and Conditions are deemed invalid or declared as such by law, regulation or a res judicata decision of a competent court, the validity and scope of the other provisions remain in full force and effect.

Only the Dutch version is authentic. If the General Terms and Conditions are translated into another language, the Dutch version prevails over all other versions in the event of dispute,

differences, interpretation problems or difficulties in the execution of these terms and conditions and more generally with regard to the relations between the parties.

The customer acknowledges and agrees that DUKES' ARCHES may transfer these Terms and Conditions and the set of rights and obligations associated with them to a third party, without the prior and written consent of the customer. The customer accepts that such a transfer indemnifies DUKES' ARCHES for the future. The customer cannot transfer the General Terms and Conditions and all of its rights and obligations associated with them to third parties, without the prior and written consent of DUKES' ARCHES.

## 12. APPLICABLE LEGISLATION AND DISPUTE RESOLUTION

Belgian law applies to the General Terms and Conditions, without prejudice to any binding protective regulations that apply in the country where the customer resides.

DUKES' ARCHES informs the customer of the possibility to initiate a conventional mediation procedure in the event of disagreements about the current General Terms and Conditions or to use an alternative means of dispute resolution, in accordance with the conditions set out in Article Art. VI.64 of the Belgian Code of Economic Law.

After the case has been brought before customer service or the establishment and an attempt has been made to settle the dispute amicably, and in the event of a negative response or the absence of a response within sixty (60) days of the initiation, the customer can call on the Federal Public Service Economy, K.M.O., Middle Class and Energy Disputes Committee Travel - City Atrium C – Vooruitgangstraat 50 – 1210 Brussels for hotels affiliated with and managed by DUKES' ARCHES.

- The procedure for bringing proceedings before this Federal Public Service can be found via the following link: <https://clv-gr.be>.

DUKES' ARCHES also informs the customer about the existence of an online European dispute resolution platform to which the customer can turn. The customer can access this via this link: <http://ec.europa.eu/consumers/odr/>.