



KASTEEL VAN ORDINGEN



TERMS & CONDITIONS

1 Identity of the contracting parties

These general terms and conditions are concluded between:

BEMAS nv, with registered office at Ordingen-Dorp 50,
3800 Sint-Truiden, VAT BE 0422 825 374, RPR Antwerp

Jointly referred to as "Kasteel van Ordingen".

AND

Any natural or legal person who, in a personal capacity and/or as a legal representative, has decided to make a reservation or purchase after consulting and approving the general terms and conditions of Kasteel van Ordingen.

Referred to as the "guest".

2 Definitions

2.1 Hotel

The natural or legal person or company whose business is the provision of services.

2.2 Host

The person who represents the hotel in concluding and executing agreements.

2.3 Provision of service(s)

The provision of accommodation and/or food and/or drinks and/or the availability of (hall) space and/or grounds, along with all related tasks and services.



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2.4 Client

The natural or legal person or company that has entered into an agreement with the hotel.

2.5 Guest

The natural or legal person or company that has entered into an agreement with the hotel.

2.6 Agreement

An agreement between the hotel and a customer for one or more services provided by the hotel in exchange for a price paid by the customer. Sometimes, the term "reservation" is used instead of "agreement."

2.7 Reservation terms

The value of the agreement, equal to the total expected revenue of the hotel including any taxes and surcharges related to an agreement concluded with a customer, which expectation is based on the average rates applicable within the hotel.

2.8 BEMAS

In full: Beheersmaatschappij Sleurs, consisting of Kasteel van Ordingen, restaurant Aurum, and Bistro Richard.

2.9 No show

The failure of a guest to use a service that was supposed to be provided under an agreement, without timely cancellation.

2.10 Group

A group starting from 6 rooms, individuals utilizing our meeting facilities, and event reservations of 10 or more persons to whom the hotel provides the mutually agreed-upon services.



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2.11 Individual

Any individual, falling under guest or client, who does not belong to a group as defined above.

2.12 Cancellation

2.12.1 Partial cancellation

The written notification from the customer to the hotel indicating partial non-use of one or more agreed-upon services, or the written notification from the hotel to the customer that one or more agreed-upon services will be partially not provided. Partial cancellation occurs when there is a change in menus, number of persons, number of rooms, number of meeting packages, or room types.

2.12.2 Full cancellation

The written notification from the customer to the hotel indicating that no use will be made at all of one or more agreed-upon services, or the written notification from the hotel to the customer that one or more agreed-upon services will not be provided at all.

2.13 Consumer

Any natural person acting for purposes outside of their trade, business, craft, or profession.

3 Application

3.1 General

The general terms and conditions of Kasteel van Ordingen apply to:

- The use of the website;
- Your reservations for overnight stays at Kasteel van Ordingen;
- Your reservations in our restaurants;
- Your reservations in our wellness facility;
- Your reservations for meetings and events.



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With all purchases or reservations made via the website www.kasteelvanordingen.be, or purchases or reservations made via email or telephone, you fully accept these general terms and conditions.

Deviation from these conditions is valid only if agreed upon in writing with the management of Beheersmaatschappij Sleurs.

3.2 Subletting

Guests are not permitted to transfer their rights and obligations under reservation contracts to third parties without prior written consent from Kasteel van Ordingen.

Reserved rooms or spaces may not be sublet to third parties.

In the case of hotel reservations made on behalf of third parties, the person making the reservation must disclose the identities of the actual guests staying at the hotel.

3.3 GDPR

Kasteel van Ordingen complies with Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation or GDPR), as well as the law of 8 December 1992 on the protection of privacy in relation to the processing of personal data.

Therefore, Kasteel van Ordingen commits to protecting and ensuring the confidentiality of all personal data collected via the website or provided by guests during email contacts, reservations at any of our establishments, or through any other means.

3.4 Intellectual property rights

Guests are prohibited from referring to or using signs, acronyms, logos dependent on the names of the hotel or the company, as well as photos taken within the hotel premises during the execution of the contract, without prior written consent from the hotel's general management.



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3.5 In case of complaints

We hope that you will be satisfied with our services. If you have a complaint, you can contact Kasteel van Ordingen by phone or email, and we will make every effort to address and resolve any disputes amicably. To be valid, all complaints must be received within 8 days of the invoice being sent or the end of the stay.

3.6 Applicable law and jurisdiction

In case of dispute, Belgian law applies, and without prejudice to Title VI "Market Practices and Consumer Protection" of the Economic Law Code, the courts of Limburg have jurisdiction.

4 Hotel general terms and conditions

4.1 Applicable law and jurisdiction

The hotel disclaims all responsibility for damage to cars and theft of items left in cars; for loss or disappearance of valuables not deposited at the reception; or for goods left unattended in public areas, corridors, or meeting rooms.

It is prohibited to affix posters to walls, floors, or ceilings by adhesive, staples, or any other means. Guests will be responsible for repairing damage caused by failure to comply with these rules.

In case of force majeure, the hotel is not liable for any total or partial non-performance of the contract due to an unforeseen event caused by third parties, government measures, or force majeure, including but not limited to strikes, lockdowns, floods, fire, or terrorist attacks.

4.2 Room preference

If a specific room is requested when making a reservation, the team will gladly note your preference. However, considering availability, we cannot guarantee at all times that you will be able to stay in this specific room.



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4.3 Payment terms

The reservation is confirmed upon receipt of payment or communication of the guest's credit card number. In case of payment with a credit card, it is used solely as a guarantee for the reservation.

The credit card will only be charged if the guest reserves a room at a special rate with different terms. Otherwise, your credit card will be automatically charged upon check-out.

For payments with a debit card (Bancontact, IDEAL, or Maestro), the full amount will be charged at the time of reservation.

If you do not have a credit card at check-in, the hotel requests payment for the entire stay up to that point.

For payments via bank transfer, the reservation is confirmed upon receipt of payment. Payment should be made to the bank account number provided in communication with the hotel reception.

All additional services booked or consumed during the stay must be settled upon check-out. Different conditions apply for reservations of more than 6 rooms and/or more than 10 persons. These can be found in Article 6 Group Reservations.

4.4 Cancellation policy

No charges will apply for cancellations made by 3:00 PM, 2 days (48 hours) prior to the arrival date. For all reservations not cancelled by this time or in case of no-show, 100% of the overnight stays will be charged.

In case of cancellation without charges by 3:00 PM, 2 days before the arrival date:

- If the reservation was guaranteed with a credit card, the deposit will be released.
- If the reservation was paid by bank transfer, the total amount of your reservation will be credited to your account.
- If the reservation was paid with Bancontact, iDeal, or Maestro: please send your reservation number and bank details to info@kasteelvanordingen.be.

You will receive the amount of your reservation refunded within 7 working days.



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If you book a non-cancellable, non-refundable rate, these cancellation terms do not apply.

Groups booking 6 rooms or more, individuals using our meeting facilities, and event reservations of 10 or more persons have different conditions. These can be found in Article 6 Group Reservations.

4.5 Smoking

Kasteel van Ordingen is entirely smoke-free. If smoking is detected inside the castle or hotel rooms, a penalty of €250 per violation will be charged. In case of a smoke alarm, the hotel reserves the right to ask the guest to leave the premises.

4.6 Bringing pets to the hotel

To maintain cleanliness and hygiene in our accommodation, we emphasize that pets are not allowed in the hotel.

In case of violation of this rule, a penalty will be charged initially. Additionally, Kasteel van Ordingen reserves the right to ask the guest to leave the hotel.

4.7 Gift vouchers

Gift vouchers are sold only at a fixed value in euros. These vouchers cannot be exchanged or refunded for cash. They are valid for a period of 1 year from the date of issue, and this period cannot be extended by the guest.

4.8 Price increases

The hotel reserves the right to adjust the prices of our products/services (including labor, procurement of food and beverages) if the market price of raw materials (given the use of fresh products where prices can fluctuate significantly), labor, or other relevant costs increase. Such price adjustments (not limited to the above items) will take effect after written notice to the guest.



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4.9 Lost & found

In the hotel premises and its annexes, lost or abandoned items found by guests must be promptly turned in to the hotel.

Kasteel van Ordingen is not responsible for lost items.

For items where the rightful owner does not claim them within 6 months after they have been turned in to the hotel, the hotel acquires ownership.

If the hotel sends abandoned items back to the guest, this is done entirely at the guest's expense and risk. The hotel is not obligated to send items back. Charges may apply for sending abandoned items.

4.10 Force majeure

In case of force majeure affecting the hotel, any resulting inability to perform obligations cannot be attributed to the hotel. Force majeure includes any foreseeable or unforeseeable circumstance that significantly hinders the execution of the agreement, making it impossible or unduly burdensome.

If either party to an agreement is unable to fulfill any obligation under that agreement, they are obligated to inform the other party promptly.

4.11 Breakfast

Breakfast can be cancelled free of charge until 9:00 PM the day before. If breakfast is cancelled after 9:00 PM, the full breakfast price will be charged to the guest by the hotel.

4.12 Photoshoot

Organizing a photoshoot in our castle is possible outdoors, in our lounge, bar, and staircase. This can be done every Monday, Tuesday, and Saturday from 11:00 AM to 2:00 PM. The cost for organizing a photoshoot in the castle is 250 euros.



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If guests wish to take photos in one of our hotel rooms, these can be booked via the website at the daily room rate.

No photoshoots indoors or outdoors can be conducted without prior appointment or permission.

5 General terms and conditions for restaurant Aurum and Bistro Richard

5.1 Individual reservations for restaurant Aurum

Individual Reservations for Restaurant Aurum:

A reservation at Aurum is confirmed only after a valid credit card is provided. If the validity of the credit card cannot be verified, the reservation may be deemed invalid, giving the restaurant the right to cancel the reservation.

Please note that you will receive an email to reconfirm your reservation 2 weeks before your visit. During this reconfirmation, we will request an authorization on your credit card (50 euros per person). This amount will only be temporarily held on your account and will not be charged. After your visit, the authorization will be automatically released and will not be deducted from your restaurant bill.

Reservations can be cancelled free of charge by the guest up to 24 hours before arrival. Cancellations within the specified 24 hours are subject to a cancellation fee of 50 euros per person.

Different conditions apply for group reservations of 10 people or more, which can be found in article 6.

5.2 Penalty fee

The hotel, restaurant, and bistro reserve the right to prohibit guests from consuming their own food and/or drinks on the premises, including the terrace. If the hotel allows guests to consume their own food and/or drinks, it may impose conditions for doing so, including charging a penalty fee ("stopgeld"). These amounts will be agreed upon in advance or, in the absence of prior agreement, determined reasonably by the hotel.



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5.3 Dresscode restaurant Aurum

In restaurant Aurum, proper attire is required.

5.4 Supplements for allergies and dietary requirements

In cases where adjustments to the product or service are necessary to accommodate the specific needs of guests regarding allergies or allergens, the hotel reserves the right to charge supplements for these adjustments. These supplements will be communicated to the guest in writing prior to delivery. By agreeing to these terms and conditions, the guest consents to the provisions outlined above regarding price increases and supplements for allergies and dietary requirements.

6 General terms and conditions for group reservations, meetings & events

6.1 Group reservations for restaurant Aurum

For group reservations of 10 or more people at Restaurant Aurum, we require an advance payment of 100 euros per person. This deposit will be deducted from your final bill at the time of your lunch or dinner.

6.2 Group reservations for Bistro Richard

For group reservations of 15 or more people at Bistro Richard, these are handled by our sales team. The reservation will be confirmed upon receipt of the guest's credit card details. Requesting the guest's credit card details is solely for reservation guarantee purposes and will not be charged.

6.3 Payment terms

For every group reservation of 6 rooms or more, individuals using our meeting facilities, and event reservations of 10 people or more, the payment terms are as follows:

Businesses and Individuals:

- An initial deposit of 30% of the reservation value is due upon signing/confirmation.
- The remaining 70% plus any additional charges may be settled via invoice.



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Non-profit organizations (VZW's), MICE agencies, clubs, associations, private groups, and other intermediaries both domestically and internationally are required to pay 100% of the reservation value upon confirmation. Any additional charges must be settled on-site. It is not possible to issue an invoice for payment after the event.

6.4 Cancellation terms

Partial cancellation

6.4.1 From the date of contract signing until 90 days before the event date, 30% of the number of participants per day can be cancelled free of charge.

6.4.2 Between 89 and 30 days before the event, the number of participants per day can be reduced by 20% without any cost.

6.4.3 Between 29 days and 7 days before the event, the number of participants per day can be reduced by 10% without any cost.

6.4.4 Within 6 days or less before the event, no reduction in the number of participants can be accommodated, and the full event cost will be charged.

6.4.5 Cancellations exceeding the percentages specified in points 6.4.1 to 6.4.4 cannot be considered and will be charged in full.

Full cancellation

From the date of signing the contract until 90 days before the event, the hotel will charge 15% of the event value as administrative fees.

Between 89 and 60 days before the event, the hotel will charge 40% of the event value.

Between 59 and 30 days before the event, the hotel will charge 60% of the event value.

Between 29 days and 7 days before the event, the hotel will charge 85% of the event value.



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7 days or less before the event, the hotel will charge the full value of the event.

6.5 General terms and conditions for meetings and events

For each reservation of a room or space for an event, a quotation will be prepared.

Upon signing this quotation, the guest commits to agreeing to make a deposit of 30% of the total amount stated on the signed quotation. Any late payment of a single invoice from a group of 6 rooms or more, persons using our meeting facilities, and event reservations of 10 persons or more, suspends all ongoing services of any kind. In such cases, the hotel reserves the right to terminate the agreement.

These decisions may be made automatically and without notice. All goods of the hotel guest present in the hotel will be retained until further guarantee of payment of the amounts due.

Any complaint about the quality of services enjoyed must be formulated within 3 days after delivery.

Reservations are subject to the following terms and conditions:

1. The hotel provides the guest with the spaces and facilities as agreed upon in the order details.
2. The equipment of a room includes fixed installations and specific equipment that is unique to each room.
3. The use of the rooms is strictly limited to what is included in the order details.
4. Any changes to the specified purpose automatically entitle to a price revision.
5. If the guest uses a room beyond the specified period, the guest agrees to pay an additional fee proportionate to the base price and the additional duration of use.



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6. All additional services and any facilities not included in the standard equipment will be listed in a separate quotation and charged extra. Any equipment brought in by the guest or one of their suppliers must be approved by the hotel's technical services based on the specifications that the guest provides at least one month before the event.
7. The price includes the consumption of electrical energy in the hotel necessary for the purpose specified in the order details, provided that the electrical installations in addition to the standard equipment do not exceed the power values.
8. The provision of drinks, meals, and services in the rooms is exclusively reserved for the hotel's own services unless otherwise specified in the order details.
9. The guest is obliged to comply with SABAM regulations.
10. To preserve the integrity of the rooms and their equipment, the guest and their suppliers must adhere to the guidelines given by the hotel's technical services, especially when setting up and dismantling equipment.
11. The guest and their contractors are jointly liable to the hotel for any damage caused to persons, buildings, furniture, or equipment of the hotel.
12. Kasteel van Ordingen is entirely smoke-free. If we find that smoking occurs within the château, the meeting rooms, or hotel rooms, the damage compensation is €250 per violation.
13. All educational materials, exhibition materials, and panels set up by the guest must be removed immediately after the end of the event, on the same day and at the guest's expense.
14. For all events with more than 100 people and in the interest of good organization, the hotel reserves the right to require the guest to have the presence of a professional security service for the entire duration of the event.
15. It is forbidden to conduct itinerant activities in the hotel, unless explicitly permitted by law.



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16. The guest is prohibited from referring to or using signs, acronyms, logos dependent on the names of the hotel or the company, as well as photos taken during the execution of the contract in the hotel's premises, without prior written permission from the hotel's general management.

17. The hotel reserves the right to unilaterally terminate any contract - without prior notice or compensation - if its subject is found to be contrary to the law, incompatible with the intended use of the rented premises, contrary to good morals, or could disturb public order.

18. The hotel cannot be held liable for the partial or complete non-performance of the agreement when this is due to chance, the actions of third parties, actions by the government, or a case of force majeure such as a general strike, lockdown, flood, fire, or attack, this list not being exhaustive.

19. Notwithstanding the application of the cancellation conditions, for the smooth running of the event, the guest must notify the hotel in writing (e-mail) of the exact number of participants no later than 72 hours before the start of the event.

20. The hotel does not guarantee the absence of competitors of the guest during the event.

21. Amounts not paid on the due date will automatically and without notice incur a default interest of 9.5% per year, calculated from the invoice date. Additional collection and legal costs are borne by the guest.

23. Any complaints must be submitted to us no later than 3 days after the invoice date. After this date, the invoice is considered definitively accepted.

24. In case of disputes, Belgian law applies and the courts of Hasselt have jurisdiction, notwithstanding the law of 06.04.2010 on market practices and consumer protection.