

General Terms and Conditions – Chateau d'Eau B2B

1. Terminology

1.1 Client / Contractor

The natural or legal person (such as a company, organization, or institution) who has made a reservation with Chateau d'Eau, either via a reservation form, by email, or by telephone. The client acts as the contracting party of Chateau d'Eau and will hereinafter be referred to as the "Client."

1.2 Representative

The person who, on behalf of the Client, makes the reservation or communicates with Chateau d'Eau. This person is deemed to be authorized to legally represent the Client.

1.3 Users / Participants / Guests

The persons who actually stay at Chateau d'Eau or make use of the facilities provided by Chateau d'Eau and who have been registered by or on behalf of the Client.

1.4 Group / Party

The collective users, including the Client and their representatives.

1.5 Third Parties

Any natural or legal person who is not a guest, visitor, manager, or owner.

Definitive Reservation

A reservation for which the reservation form has been fully completed, the general terms and conditions have been accepted, Chateau d'Eau has provided written confirmation, and the total accommodation costs have been deposited into Chateau d'Eau's Crelan bank account.

Cancellation

The revocation or dissolution of the definitive reservation in accordance with Article 7 of these General Terms and Conditions.

2. Website & Instagram Account "Chateau d'Eau"

Chateau d'Eau is described on the website www.ch2o.be as well as on its Instagram account. These have been compiled with the utmost care; however, discrepancies may exist between the text and/or photos presented online and the actual situation. Guests cannot derive any rights from such discrepancies.

3. Formation and Content of the Agreement

3.1

An agreement between Chateau d'Eau and the guest is concluded by written confirmation of a written or electronic (internet/email) booking of an accommodation from the current offer of Chateau d'Eau. However, the booking only becomes final once full payment of the total accommodation cost has been received.

3.2

After booking, the guest will receive an email confirmation, which serves as proof of the agreement.

3.3

The booking confirmation sent by Chateau d'Eau contains relevant details for the stay. To ensure accuracy and avoid misunderstandings, the guest is required to check the correctness and completeness of the booking details immediately upon receipt and to report any inaccuracies or omissions within 24 hours. If no notification is made within this period, the guest cannot claim any inaccuracy or incompleteness of the booking confirmation/ agreement.

4. Applicability of the General Terms and Conditions

4.1

These general terms and conditions apply to all offers, quotations, agreements, deliveries, and services of Chateau d'Eau.

4.2

Deviating terms, arrangements, or agreements are only valid if confirmed in writing by Chateau d'Eau. Oral agreements or promises are valid only if confirmed in writing (including by email).

4.3

These terms and conditions apply exclusively to legal relationships between Chateau d'Eau and consumers, not between Chateau d'Eau and companies or individuals acting in the course of their profession.

5. Offers, Prices, and Rates

5.1

All offers from Chateau d'Eau are without obligation and subject to change.

5.2

All information on www.ch2o.be is provided in good faith and subject to interim adjustments. Chateau d'Eau is not bound by obvious errors on its website.

5.3

Prices include the use of towels, bed linen, water, electricity, and final cleaning.

5.4

Prices exclude cancellation and travel insurance, consumed goods, and any additional costs.

5.5

Prices/rates become final once Chateau d'Eau has confirmed the reservation in writing and payment has been made in accordance with Article 6.

6. Payment

6.1

When booking via the website, the main guest must enter their address details truthfully and accurately. Booking on behalf of third parties is not permitted without prior approval from Chateau d'Eau.

6.2

Payment must be made prior to arrival to bank account **BE86 1030 7424 2050**, stating the name, address, and date(s) of stay.

6.3

A deposit of 50% is due upon reservation to confirm the booking. The remaining balance will be invoiced after booking.

6.4

For bookings made less than 14 days before the arrival date, the guest must contact Chateau d'Eau directly for payment arrangements.

6.5

The reservation becomes final once payment has been received.

7. Cancellation of a Definitive Reservation

7.1 Cancellation by the Guest

50% of the rental amount will be retained by Chateau d'Eau as compensation.

7.2 Cancellation by Chateau d'Eau before the guest's arrival date:

1° for compelling reasons (beyond the control of Chateau d'Eau);

2° in the event of force majeure, whether permanent or temporary.

Force majeure includes, but is not limited to, strikes, power or transport disruptions, government measures, natural disasters, exceptional weather conditions, death or divorce of the owner, unannounced sale and/or use of the accommodation by the owner, and all circumstances in which fulfillment of the agreement cannot reasonably be demanded of Chateau d'Eau.

In such cases, Chateau d'Eau will immediately inform the guest in writing and is entitled to terminate or suspend the agreement. If possible, Chateau d'Eau will offer an alternative. Unless the alternative is accepted, Chateau d'Eau will refund all amounts paid by the guest without any right to additional compensation.

8. Rights and Obligations of Guests at the Accommodation

8.1

Local law applies in addition to these terms and the agreement. Unless otherwise stipulated by law, these terms and the user agreement prevail.

8.2

The safety of small children is the responsibility of parents or guardians.

8.3

Guests must behave responsibly and use the accommodation in accordance with reasonable instructions provided by Chateau d'Eau. Smoking, use of deep fryers, candles, fondue or gourmet sets, and barbecues are strictly prohibited.

8.4

Pets are not allowed.

8.5

Guests have 24-hour access to Chateau d'Eau using a personal key. Access may not be granted to anyone other than registered guests.

8.6–8.8

A first aid kit is available on the 1st and 5th floors (marked with a sticker). Fire extinguishers and smoke detectors are installed on each floor. Tampering with or misusing these is strictly prohibited.

8.9

Parking is available on-site at the guest's own risk.

8.10

Access to the rooftop terrace (5th floor) is at the guest's own risk.

9. Conduct and Possible Damage

9.1

Guests must behave properly and treat the property with care. Chateau d'Eau reserves the right to terminate the agreement immediately in case of misconduct, without refund or compensation.

9.2

The main guest is legally liable for any damage caused by themselves or their co-guests.

9.3

Any damage must be reported immediately to the owner or manager and will be charged to the guest.

9.4

If damage is discovered after checkout and was not reported, repair or replacement costs will still be charged.

10. Complaints During the Stay

We strive to make your stay as pleasant as possible.

If you have a complaint or comment, please notify us as soon as possible on-site, by email, or by phone so we can resolve it promptly.

11. Liability

11.1

Chateau d'Eau cannot be held liable for damage suffered by the guest or third parties resulting from the stay. The guest indemnifies Chateau d'Eau against any related claims.

11.2

All risks associated with a stay at Chateau d'Eau are borne by the guests.

11.3

Chateau d'Eau is not liable for disruptions such as power or water outages, technical failures, unannounced construction works, local events, or changes to access roads.

11.4

Use of the terrace is entirely at the guests' own risk.

11.5

Chateau d'Eau can only be held liable for damage caused by gross negligence or deliberate fault.

12. Privacy

Chateau d'Eau will treat all personal data confidentially and process it in accordance with GDPR regulations. Personal data will not be shared with third parties.

13. Disputes

Before any claim against Chateau d'Eau can be brought before a court, an attempt at amicable settlement must be made by registered letter. If unsuccessful, a formal notice must follow by registered mail. Any liability claim against Chateau d'Eau expires one year after the damaging event or its discovery if it was deliberately concealed.

14. Final Provisions

14.1

Unless otherwise required by mandatory rules of private international law, these terms and any agreements concluded with Chateau d'Eau are governed exclusively by Belgian law.

14.2

All disputes arising from the user agreement or these terms shall be settled in the first instance by the competent courts of the judicial district of Halle-Vilvoorde, Belgium, without prejudice to mandatory legal provisions.

14.3

Neither party may transfer its rights or obligations to third parties unless otherwise stated herein.

14.4

If any provision of the agreement or these terms is declared invalid, the remaining provisions shall remain in full force. The invalid provision shall be deemed replaced by a valid one reflecting the intended purpose as closely as possible.

14.5

The General Terms and Conditions are available on Chateau d'Eau's website.

14.6

Chateau d'Eau is not liable for loss, theft, or damage to guests' personal property. All related (legal) costs are borne by the guests.

14.7

Any damage or loss to movable or immovable property of Chateau d'Eau must be reported during the stay and compensated by the guests.