



FLAT HOTEL MIDI 33 Sprl. directly operates the apart-hotel at Boulevard du Midi no. 33 at 1000 Brussels, Belgium under the brand FLAT HOTEL MIDI 33, using it as accommodation (hereinafter rooms).

## GENERAL CONDITIONS OF SALE

These general conditions of sale (hereinafter GCS) apply to all bookings made within Flat Hotel Midi 33, regardless of the sales channel used.

### ARTICLE 1 - RESERVATION

#### 1.1 Acknowledgment of receipt of the reservation:

The reservation of a room at Flat Hotel Midi 33 is valid only after written confirmation of the reservation by Flat Hotel Midi 33. The reservation made by the customer is the subject of an acknowledgment of receipt sent by Flat Hotel Midi 33 to the customer summarising and confirming the reservation.

In the case of an online reservation, on the site [www.midi33.be](http://www.midi33.be), the client shall receive an acknowledgment by e-mail, thereby confirming and summarizing the reservation and its optional supplements selected by the client. The services, prices, and the conditions of sale relating to the selected reservation and supplements, are considered as confirmed and accepted. The information related to the sale, services and the guarantees requested are, as well as additional after-sales options clearly indicated, the client has the right to claim his reservation using the indicated address.

#### 1.2 Multiple reservations:

In the case of multiple reservations, a specific group contract must be concluded, which will prevail, in case of contradiction, over the provisions of all the GCS. The following will be considered as multiple: any reservation as of 7 rooms OR the accommodation as of 15 persons – it is understood that all group reservations are morally and legally represented by one person, agent or agency.

#### 1.3 The clients reservation and selected supplements is to be considered as his/her own .

As consumers, you hereby acknowledge that the use of your reservation can be called into question in the event that the purpose and activities onsite are contradictory or illegal. It is forbidden to practice a commercial or professional activity within Flat Hotel Midi 33.

Customers are solely responsible for their choice of services and accommodation selected in line with their needs, consequently the Flat Hotel Midi 33 cannot be held responsible. Reservations are personal and can in no case be transferred to a third party, whether free or at a cost.

### ARTICLE 2 - RATES

#### 2.1 Flat Hotel Midi 33 applies rates that decrease from the 5<sup>th</sup> night onwards:

This applicable rate strategy (also called "Long-Stay") is valid for all reservations as of 4 nights or more and applies to all periods. Certain packages promoted by Flat Hotel Midi 33, may have this rate strategy included, according to the room nights involved.

All reservations, whatever their origin, are payable in Euros, unless specifically indicated otherwise.



Prices are flexible and variable according to the numerous criteria's considered, such as; date of reservation, arrival date, length of stay, room category Junior Studio or Business Studio, and the extra services purchased (breakfast, parking, etc.).

The rate is understood to be, "per room and per night" for the dates and length of stay chosen, with a maximum of two (2) persons per room. In case a third person has been reserved and registered, a "third person" fee and an «extra bed" fee, will be applicable.

According to local and regional regulations an additional tourist tax per room/per night is added to your bill on a daily basis.

## **2.2 Housekeeping:**

Your room rate includes one housekeeping service once (1) every four days (1 day out of 4), plus the housekeeping service on the day of departure. If you wish to have additional housekeeping services (on a daily or bi-weekly basis) please request them when making your reservation, a fee is applicable.

A housekeeping service includes a complete bedroom and bathroom linen change.

## **2.3 Extras:**

Unless specifically indicated within your room rate at the time of booking your reservation has the possibility to purchase additional services (called Extras), these services are subject to a corresponding fee. These extras such as but not limited to; housekeeping services, breakfast buffet, private parking, car rentals, etc. will be settled when making tour reservations with any remaining charges to be settled upon check-out.

## **2.4 Rates are cannot be combined with any other promotional offer in force.**

Flat Hotel Midi 33 reserves the right to modify rates in the event of a legislative and/or regulatory change likely to result in a variation of their prices (including but not limited to, modification of government or regional controlled VAT, or the introduction of a new government or regional issued tax or surcharge).

Any change or introduction of new legal or regulatory taxes or surcharges imposed by the competent authorities will be automatically reflected in our prices on the day of your invoice.

Price announcement such as "as of" in any of our communication method, be it media or on our website, cover a specific timeframe and are only valid for the dates indicated.

## **ARTICLE 3 - GUARANTEES**

### **3.1 All reservations:**

Must be guaranteed with a credit/debit card number that is valid at the start of your stay and accompanied by:

- a bank pre-authorisation corresponding to the price of the first night, for any stay between 1 and 5 nights
- the payment corresponding to the prices (including the accommodation and any paid additional services) of:
  - a. The first 4 nights, for any stay between 10 and 27 nights.
  - b. The first 6 nights, for any stay between 28 and 90 nights.
  - c. The first 15 nights, for stays longer than 91 nights.



### **3.2 The guarantee:**

The following may be used by Flat Hotel Midi 33 in case of non-payment by the occupant of the amounts due to Flat Hotel Midi 33, for the provision of the accommodation and/or extras used on site (telephone, parking, etc.), any damage caused in the rooms or the common areas, or in the case of theft in the hotel. The bank card of the customer used for the payment and the guarantee of the stay, will be able to be debited after their departure, to the extent of an estimate for repairs after the observation of damage caused to the room by the customer.

In the case of failure to comply with these terms, the reservation will not be guaranteed.

### **3.4 The bank card:**

The bank card used for the reservation and a valid identity document must be presented upon arrival. Otherwise, access to the hotel may be refused by Flat Hotel Midi 33.

### **3.5 For stays over 90 nights:**

A seasonal rental agreement will be concluded between Flat Hotel Midi 33 and the occupant at the time of arrival. The occupant must provide the following documents: proof of income, official registration of your business if reservation is for a business entity, proof of residence, official § valid identification and a bank guarantee attested by a bank covering the entire stay. The reservation will not be guaranteed if all these documents are not collected at the time of signing the rental contract.

Under no circumstances is the client authorised to consider the rented entity as his/her official residence, be it for professional, family, medical or any other reason. The customer agrees to submit, for the duration of his/her contracted lease, a valid proof of his/her principal § official residence.

## **ARTICLE 4 - PAYMENT OF THE RESERVATION**

The payment conditions differ depending on the length of stay.

For stays between 1 and 14 nights: the balance of the full stay must be paid on arrival (with the deposit deducted for stays of 10 to 14 nights).

For stays between 15 and 27 nights: payment of the first 15 nights is due upon arrival, with the deposit deducted. The balance must be paid before the end of the first fortnight.

For stays longer than 28 nights: payment of the first 15 nights is due upon arrival, with the deposit deducted. During the stay and before the end of each fortnight, the amount of the next fortnight must be paid in advance.

Payment methods.

For any reservation via the Flat Hotel Midi 33 website, payment can be made by bank card (Mastercard, Visa, American Express).

In the event of payment on the spot, the payment can be made by cash (within the limits of the legal thresholds), bank card (Mastercard, Visa) or transfer.

### **WARNING:**

- Flat Hotel Midi 33 does not accept payment by check.



- Late payment. In the event of non-respect of the aforementioned payment terms, late fees may be applied by Flat Hotel Midi 33. The penalties will be due the day after the due date of the invoice at the rate of 15% per year, applied to the total amount of the invoice. A fixed penalty equal to 15% of the sums due will also be payable in the event of contentious recovery.

## **ARTICLE 5 - CANCELLATION/AMENDMENT OF THE RESERVATION**

### **5.1 Conditions of cancellation of the reservation:**

Certain deadlines are applicable as to be able to cancel your reservation without paying a corresponding cancellation penalty :

- up to 72 hours before your arrival, for any stay concerning the promotion "packages"
- until the day of arrival, 6:00 p.m., for stays between 1 and 3 nights long
- until the day before the arrival, 12:00 midday, for any stay between 4 and 9 nights
- up to three (3) days before arrival, 12:00 midday, for stays between 10 and 90 nights
- up to seven (7) days before arrival, 12:00 midday, for any stay over 91 nights.

Beyond these deadlines and in case of a “no-show” (guest does not check-in on the day of the arrival) , Flat Hotel Midi 33 reserves the right to apply the following cancellation penalties:

- one (1) night penalty, for all bookings of 1 and 3 nights (including packages)
- two (2) nights penalty for all bookings of 4 and 9 nights (including packages)
- ten (10) nights and over, all deposits paid in advance will not be reimbursed.

Regarding the extras selected at the time of booking: no cancellation made beyond the aforementioned periods will be taken into account by Flat Hotel Midi 33. The amount of booked additional services will remain due.

### **5.2 Conditions of partial cancellation of the reservation:**

Any modification of a confirmed reservation will be considered as a partial cancellation of the initial reservation: the date, duration of the stay and the room type.

Given the decreasing Flat Hotel Midi 33 rates linked to the length of stays (see Article 2.1), if the partial cancellation of the reservation corresponds to a change in the length of stay, this may lead to a rate change.

In the event that the stay duration is lower than that initially booked, the rate change is retroactive to the day of arrival.

In the case of a longer stay, the confirmation will be subject to the acceptance of Flat Hotel Midi 33, and the rate change will be applied as of the date the additional night(s) have been confirmed. Any rate change will not apply retroactively.

In addition to a modification of the rate, any partial cancellation of the reservation may result in the payment of the following penalties:

- i. If the partial cancellation of the reservation occurs before the arrival date, the cancellation is free of charge:
  - until the day of arrival, 6:00 p.m., for stays between 1 and 3 nights long including the packages



- until the day before the arrival, 12:00 midday, for any stay between 4 and 9 nights long.
  - up to 3 days before arrival, 12:00 midday, for stays between 10 and 90 nights.
  - up to 7 days before arrival, 12:00 midday, for any stay over 91 nights.
- ii. If the partial cancellation of the reservation occurs after the arrival date (early departure), the cancellation is free of charge:
- until the day of early departure, 12.00 midday, for any stay between 1 and 9 nights.
  - until the day before the early departure day, 12.00 midday, for stays between 10 and 27 nights.
  - up to 3 days before early departure, 12.00 midday, for any stay between 28 and 90 nights.
  - up to 7 days before early departure, 12:00 midday, for any stay over 91 nights.
- iii. Beyond these deadlines, Flat Hotel Midi 33 reserves the right to apply the following penalties and may charge for:
- one night, for stays between 1 and 9 nights.
  - the cancelled nights (within the limit of 2 nights), for stays between 10 and 27 nights.
  - Cancelled nights (within the limit of 3 nights), for any stay between 28 and 90 nights.
  - Cancelled nights (within the limit of 7 nights), for stays longer than 91 nights.

### **5.3 Notification:**

For any cancellation (total or partial) to be considered, all notifications are to be:

- i. Booking has been made directly with Flat Hotel Midi 33 – by e-mail or if time permits to do so by certified postal services
- ii. Booking has been made through a hotel booking service provider – cancellation has to be managed by the corresponding hotel booking service provider.

## **ARTICLE 6 - NON-EXCHANGEABLE / NON-MODIFIABLE / NON-REFUNDABLE BOOKINGS**

Some of our stay offers, called a "package", are stamped NON-EXCHANGEABLE, NON- REFUNDABLE. For these stays, the following any cancellation (total or partial) apply;

Bookings requesting a full payment in advance: all reservations requesting a full payment in advance can only be guaranteed if a corresponding 100% proof of payment accompanies the booking in question.

Non-exchangeable, non-modifiable non-refundable bookings: taking into account the preferential rate granted by Flat Hotel Midi 33, the reservation in question is considered non-exchangeable / non-refundable and non-modifiable. No request to do so will be taken into account, regardless of the date this reserved, is or has been cancelled, a 100% penalty of the total amount will be retained.

Extras consumed or not at the time of booking will not be refunded.

No-show: if you do not check-in on the date and day indicated in the booking a 100% penalty of the total amount of the stay is applicable.



## **ARTICLE 7 - "CHECK-IN" ARRIVAL / "CHECK-OUT" DEPARTURE**

Check-in; is granted as of 14h local time on the day of arrival, and subject to presentation of the bank card used upon booking and confirming the reservation (if applicable) and a valid European recognized ID.

Check-out; any keys are to be returned by check-out time 11h local time on the day of your departure. Beyond this time Flat Hotel Midi 33 has the right to charge you a late check-out fee.

Our electronic room key cards are considered property of Flat Hotel Midi 33 and are subject to a 10€ per card cost if failing to return them upon check-out time.

## **ARTICLE 8 - OCCUPANCY**

A room is provided for a fixed number of occupants to rent and cannot in any case be inhabited by a greater number of people. All children as of 0 years old and over are considered as full persons and are counted as being occupants of the room. Not all rooms are designed to accommodate an extra bed, Flat Hotel Midi 33 has a limited amount of extra beds available, thereby one may be allocated pending room type and availability. The extra bed in question will be of the foldable type and can easily accommodate a minor up to 12 years old.

## **ARTICLE 9 - MINORS**

We draw your attention to the fact that Flat Hotel Midi 33 is not categorized as a Holiday or Leisure Centre as described by the national O.N.E. organisation. Flat Hotel Midi 33 is not adapted nor prepared to provide accommodations to youth or student groups of minors under 18 and unaccompanied by their legal guardians. Flat Hotel Midi 33 reserves the right to refuse access to such reservations. Any booking of a minor under 18 years of age and unaccompanied by their legal guardians for the duration of their stay at Flat Hotel Midi 33 is considered illegal, consequently the booking is considered "null" and cancelled immediately.

Flat Hotel Midi 33 has the full right to cancel the reservation at any point before the start of the stay, if it discovers that the room is intended to accommodate minors under 18 years not accompanied by their legal administrators.

Child policy: accommodation is free for one (1) baby from 0 years to two (2) years old and staying in a parent's room, must be referred to at the time of booking and registered upon check-in with a valid ID. A certain amount of baby-cribs (beds) are available and can be booked in advance, or directly at reception pending a fee. (subject to availability).

## **ARTICLE 10 - PERSONAL DATA**

When booking a stay at Flat Hotel Midi 33, the collected data will be processed by Flat Hotel Midi 33 Sprl. This data is needed to manage your reservation and can be used to get to know you better and to send you information about the products and services of Flat Hotel Midi 33. In the absence of information, Flat Hotel Midi 33 will not be able to register a reservation or a booking.

Your data is intended for Flat Hotel Midi 33 Sprl. as well as service providers. Your data may be transferred to entities established outside the European Union in order to manage your reservation, to keep track of your file as part of pre-contractual measures or on the basis of an informal authorisation.

Flat Hotel Midi 33 implements processing, for which it is responsible, of data concerning you for purposes of commercial management of its reservations and its customers, invoicing and payment, prospecting and promotion/sales management, sales statistics and satisfaction surveys. The data is intended for Flat Hotel Midi 33, as well as its service providers, each for their own use.



In accordance with the legal provisions, you have the right to access, query, rectify and oppose Flat Hotel Midi 33 Sprl. as well as the right to set guidelines for the processing of your data after your death that you can exercise using: [flat@midi33.be](mailto:flat@midi33.be) .

## ARTICLE 11 - INTERNAL REGULATIONS

Internal regulations posted in our room directory are available in every room and/or apartment. Each occupant is presumed to have read and understood these. The occupant undertakes to keep the movable property placed at their disposal in the room and/or apartment in good general condition and will have to declare any defect or dysfunction at the reception.

We invite you to take certain precautions to avoid any potential problems: close your windows before leaving your room, lock your door. We remind you that if you leave behind personal belongings inside your room after leaving the premises, this does not engage the responsibility of Flat Hotel Midi 33.

Flat Hotel Midi 33 reserves the right to enter the rooms to clean them, check the general condition and enforce the security conditions.

Pets are not admitted, except upon presentation of an anti-rabies certificate and a certificate of suitability for detention in the case of categorised dogs, and provided that Flat Hotel Midi 33 is informed in advance and pays the fee package provided for this purpose.

Flat Hotel Midi 33 offers free WIFI access for guests to connect to the internet. The Customer agrees that the computer resources made available by Flat Hotel Midi 33 shall in no way be used for the purposes of reproduction, representation, making available or communication to the public of works or objects protected by copyright or related rights, such as texts, images, photographs, musical works, audiovisual works, software and video games, without the authorisation of the rights holders provided for in the Belgian Intellectual Property Code when this authorisation is required. The Customer is required to comply with the security policy of the Internet service provider of Flat Hotel Midi 33, including the rules of use of the security methods implemented to prevent the illegal use of computer resources [or other name used in the company's IT policy], and to refrain from any action that undermines the effectiveness of these means. If the Customer does not comply with the above obligations, they risk being found guilty of infringement of copyright (of the Belgian Intellectual Property Code), punishable by a fine of EUR 300,000 and three years' imprisonment.

In the event of a breach by the occupant of the obligations incumbent on them under the present conditions, in particular the non-observance of the rules of procedure, Flat Hotel Midi 33 reserves the right to interrupt their stay.

## ARTICLE 12 - RESPONSIBILITY / APPLICABLE REGULATIONS

### 12.1 Flat Hotel Midi 33 is a hospitality establishment categorized an Apart-Hotel:

Thus, we would like to bring to your attention the fact that the rental under the category of an apart-hotel falls partially within the liability of hotel-keepers. By law Hotel-keepers are subject to a particular responsibility for the belongings deposited in their establishment by the customers. The hotel-keeper deposit (deposit required) is not applicable to an apart-hotel categorized establishments (section 5, chapter 2, title XI, book III of the Civil Code relating to the deposit), unless a proper contractual hotel agreement is made between both parties.

The special rules of the hotel-keeper deposit are to be interpreted strictly, excluding any application by analogy (Brussels, 4 October 2001, Juristenkrant 2002, liv. 44, p. 7 ; I. Durant, Le dépôt, in Les contrats spéciaux, Larcier, 2002, p. 123 ; H. De Page, Traité élémentaire de droit civil Belge, Livre IV, Bruylant, p.234).



In addition, the Belgian law of 4 July 1972 and the Paris Convention of 17 July 1962 of the Council of Europe concern the liability of hotel-keepers for objects brought by travellers, applicable to hotels, these are not valid for apart-hotel categorized establishments.

Consequently, Flat Hotel Midi 33 cannot be held liable in case of loss, theft or damage to personal belongings within Flat Hotel Midi 33 as an apart-Hotel. Bear in mind that this “not liable” status extends itself in our rooms, common areas and parking.

### **12.2 In application of the regulations in force:**

Upon arrival at Flat Hotel Midi 33, the customer may be asked to fill out a police registration card. For this purpose, customers will be asked to provide identification so that a check can be made to decide if they need to complete the registration card or not.

### **12.3 The occupant cannot claim:**

Legal provisions applicable to residential leases or long staying room rentals, in particular with regard to his status whilst occupying a unit. The client shall under no circumstances consider his unit as his official home-address, fiscal-address or as his/her business address. Furthermore subletting to a third party is strictly unauthorized and punishable by law

### **12.4 Photographs:**

The photographs presented on the site and/or the catalogue are not contractual. Although every effort is made to ensure that photographs, graphic images and text used to illustrate rooms and common areas provide as accurate an impression as possible of the accommodation offered, variations may occur, in particular as a result of changes to furniture or possible renovations. The customer is not entitled to claim any compensation for this fact.

## **ARTICLE 13 – AFTER SALES**

Our employees on site are at your disposal during your stay, as to resolve any issues you may encounter and or as to respond to your expectations.

All claims after departure may be addressed to:

- by postal mail to; Management - Flat Hotel Midi 33 Sprl. - 33 Boulevard du Midi - 1000 Bruxelles - Belgique

- by email to: [flat@midi33.be](mailto:flat@midi33.be)

- by leaving us a message; contact page on [www.midi33.be](http://www.midi33.be)

As to be able to respond to any of your claims in a timely manner, whilst analysing past information and or feedback in a transparent manner we ask you to submit your claim in a timely manner. Be as precise as possible, indicating name, dates, reservation number, rate and traceability, etcetera, as to facilitate the processing of your claim. Likewise, we thank you for attaching a copy of any relevant supporting documents.

If you feel that your dispute is not managed correctly by Flat Hotel Midi 33, you have the possibility of referring your claim to an official certified mediator, the contact details of which are as follows:

CHAMBRE D'ARBITRAGE & DE MEDIATION asbl / Rue des Chandeliers, 18, 1000 Bruxelles / [info@arbitrage-mediation.be](mailto:info@arbitrage-mediation.be)





## **ARTICLE 14 - ALTERNATIVE PLACE OF STAY**

In the case of force-majeure or an event that is considered over and beyond our control, Flat Hotel Midi 33 has the possibility of finding you an alternative place to stay in a similar or equivalent apart-hotel categorized establishment.

## **ARTICLE 15 - OPPOSABILITY OF THE GCS**

Registration and booking one or several of our units implies acceptance of our this GCS (General Conditions of Sales). Our GCS are posted on our website [www.midi33.be](http://www.midi33.be) and includes all major applicable conditions, please feel free to consult them. Our GCS are valid as of the day they are posted online, using our website [www.midi33.be](http://www.midi33.be) , Flat Hotel Midi 33 has the right to amend, alter, modify or supplement paragraphs. Any modified version will be put posted online by Flat Hotel Midi 33. As soon as it is posted online, the new version of the specific conditions of sale by internet will automatically apply to all new bookings from thereon.

All bookings at Flat Hotel Midi 33 implies the acceptance of our GCS, it is understood that the client read and understood the GCS conditions for the reserved rate at the time of reservation; no reservation is possible without this agreement. The customer has the ability to save GCS using the standard features of their browser or computer.

In the event that the GCS are in contradiction with the specific conditions of a rate (non-modifiable, non-refundable public rates) or a specific booking, the latter will prevail.

## **ARTICLE 16 - OPERATING COMPANY**

Flat Hotel Midi 33 Sprl. At Boulevard du Midi N° 33 – 1000 Brussels with the Intra-community VAT ID number: BE 0651.981.738