

## **GENERAL TERMS AND CONDITIONS AND HOUSE RULES**

The reservation form on the website refers to these General Terms and Conditions. Nature retreat / Bed & Breakfast 'Port of Refuge' in Zottegem, March 2025

We warmly welcome you to the Port of Refuge and we request that you take note of our General Terms and Conditions and House Rules

### **1. General**

- These General Terms and Conditions apply to all guests of Nature retreat / Bed & Breakfast 'Port of Refuge', address Wurmendries 121, 9620 Zottegem
- Nature retreat / Bed & Breakfast 'Port of Refuge' also includes '(the) accommodation' and/ or the 'B&B'
- Where you read 'guest(s)' in these conditions, you can also read 'tenant(s)' or 'user(s)'
- The owner of Nature retreat / Bed & Breakfast Port of Refuge is Johan Mestach and the manager is Martine Van Laethem – Significant Life. The latter can be replaced.
  - After sending the booking confirmation, the General Terms and Conditions will come into effect (4)
- Guests of 'Port of Refuge' must adhere to the House Rules that are provided to them upon booking and that are also available for inspection at the accommodation. General Terms and Conditions and House Rules can also be viewed on the website [www.portofrefuge.be](http://www.portofrefuge.be)
- In the event of violation of the General Terms and Conditions and/or the House Rules, or in the event of inappropriate behaviour, the owner/manager may deny and/or refuse guests access to 'Port of Refuge' with immediate effect, without further notice and without stating reasons and without refunding the accommodation costs
- A copy of the General Terms and Conditions / House Rules will be provided free of charge upon request

### **2. Guesthouse / Bed and Breakfast 'Port of Refuge'**

- The accommodation is described on the website [www.portofrefuge.be](http://www.portofrefuge.be)
- This website has been compiled with the greatest care, but there may be differences between the text and/or photos presented on the website and the current situation of 'Port of Refuge' at the time of the visit by the guests. No rights can be derived by the guests from such differences
- Pets are not allowed, the reason is the numerous birds, squirrels and other 'wildlife' present at the nature retreat
- Our largest room in the pond house is as accessible as possible for people with a physical disability
- During a stay of minimum 1 week your room will be cleaned in consultation

Contact us if you have any questions about the available facilities and we will do our best to make your stay as comfortable as possible

### **3. Rates**

- The current room rates are described on [www.portofrefuge.be](http://www.portofrefuge.be)
- The rates of 'Port of Refuge' are without obligation and subject to interim price changes and obvious errors
- Room rates include breakfast, gas, water, electricity, heating and VAT
- Minimum stay of 2 nights, if you only want to stay one night a surcharge of 20 euros applies per room
- The rates exclude the costs of cancellation and/or travel insurance and/or other costs
- All information on the website of the 'Port of Refuge' is deemed to have been provided in good faith and is always subject to interim adjustments. 'Port of Refuge' is not bound by obvious errors on its website
- The confirmation of your reservation states the associated definitive rate that was valid on the date of confirmation

### **4. Reservation and confirmation**

- The reservation of a room / rooms in 'Port of Refuge' is made via the contact form for reservations on our website [www.portofrefuge.be](http://www.portofrefuge.be)
- No reservation costs are charged
- Guests must have a permanent place of residence or stay
- The person who has registered with us is the main guest and must be at least 18 years of age or older
- After receiving your reservation request, 'Port of Refuge' will send a definitive confirmation by e-mail. At that time, the General Terms and Conditions will come into effect
- Without your contact details, it is impossible to provide a final confirmation
- After confirmation of your reservation, it is final for both parties

## **5. Payment**

- After the reservation has been confirmed by 'Port of Refuge', you are invited to transfer the total accommodation costs in one go to the account of Significant Life via bank transfer.

If the amount is more than 300€, you can choose to transfer an advance of 50% of the total accommodation costs and the total accommodation costs must be paid at least 2 weeks before arrival.

- The costs must be transferred with reference to the invoice/reservation number or reservation date to the bank account number BE38 8940 0067 2172 of Significant Life - Wurmendries 121 in Zottegem - company number BE0686.869.074
- Any additional costs must be paid in cash upon departure
- Business guests always receive an invoice. Private guests can also request this
- Significant Life cannot currently accept payment via credit card or Bancontact

## **6. Cancellation / No-Show (not coming without cancellation)**

- If you are unexpectedly unable to use the reserved room(s), you must report this to the manager as soon as possible so that we can offer the available rooms to others as soon as possible
- In the event of cancellation, the guest(s) must pay a fee to the manager:
  - o Cancellation up to two weeks before the booked date / start date is free of charge
  - o in the event of cancellation between 14 and 8 days before the booked date / start date:  
50% of the agreed price
  - o in the event of cancellation between 7 and 2 days before the booked date / start date:  
75% of the agreed price
  - o in the event of cancellation between 2 and 0 days before the booked date / start date:  
100% of the agreed price
  - o No-Show: if you arrive without cancellation If you are not present on the booked date(s),  
100% of the agreed price will be charged
- In order to qualify for a refund of the amount already paid (if applicable) the cancellation must be communicated in writing by email to 'Port of Refuge'
- Any amounts due will be transferred within 14 days from the bank account number of the manager BE38 8940 0067 2172 of Significant Life – Wurmendries 121 in Zottegem – company number BE0686.869.074. An invoice and credit note will be provided upon request

## **7. Arrival and departure**

- Upon arrival, you must first report to the manager
- You will be asked to show your passport or identity card for identification purposes

We will make a copy of this, which will be destroyed no later than 7 days after your departure.

- The main guest receives the necessary keys which must be returned upon departure
- On the day of arrival, you are welcome between 4 pm and 6 pm or when possible by appointment
- On the day of departure, you must leave your reserved room before 10 am. In case of early departure, no refund will be made
- The above times can only be deviated from in consultation with the manager

## **8. Breakfast**

- Breakfast is included in the accommodation costs. If you do not use breakfast, we cannot calculate a discount or deduct costs
- If you have dietary requirements, please indicate this when making your reservation on the contact form
- Breakfast is served between 8 am and 10 am. If you want to have breakfast earlier, this is only possible in consultation with the manager

## **9. Your stay**

- Noise pollution, especially between 10 pm and 7 am and all day on Sunday, must be prevented. This applies not only in the accommodation itself, but also outside. Please take our neighbours and other guests into account
- Radios and other sources of noise may not cause any nuisance to others at any time
- Potential visitors of guests may not stay overnight in the accommodation without the permission of the operator and without a reservation. These visitors may also not use the terrace and parking spaces. Use of the nature retreat by persons other than the tenants is not permitted. We kindly request you to treat the inventory and furniture with care during your stay.
- Swimming in the natural pond is not permitted

## **10. Safety and environment**

- Guests must follow the instructions of the manager
- Vehicles must be parked in the designated parking spaces. Parking is free at your own risk
- The accommodation must be kept clean and tidy and must be vacated on time
- In case of emergency, there is a first aid kit in the large cupboard in the intermediate space in the pond house
- Report the presence of suspicious persons / activities to the manager immediately. Always lock your room door and the entrance doors of the accommodation properly to prevent unwanted visitors
- Smoking, incense and open fire are not permitted for fire safety reasons. If you wish to smoke/vape, this is only possible in the designated place under the stairs in front of the entrance gate. In the event of a violation, compensation will be charged. (The price of an overnight stay as the room cannot be rented the next day due to odor nuisance)
- The entire accommodation is suitable for overnight stays of up to 2 people in the pond house
- The accommodation is accessible 24 hours a day during a stay. Once you have been received, you can go inside and outside during your stay with a key.

## **11. Fire safety**

Smoke/fire: each room has a heat/smoke detector that is linked to an automatic detection system. A fire extinguisher is located in the corner of the dining area of the pond house. Abuse of fire/extinguishing agents or disabling the smoke detector is not permitted and can be life-threatening. If the fire alarm goes off or you discover a (starting) fire or smoke: see instruction sheet - only attempt to extinguish a (starting) fire if you are familiar with fire extinguishers and are able to use them safely - there is a fire extinguisher and a fire blanket in the dining area to the left of the door to the hallway

## **12. Liability**

- The manager and owner cannot be held liable for personal injury resulting from the stay in our accommodation, nor can he be held liable for damage, loss or theft of guests' property. In case of disputes, all (legal) costs are for the account of the guests
- All risks related to a stay at 'Port of Refuge' are for the account of the guests
- Damage and loss of movable and immovable property of the owner must be reported immediately by the users to the owner(s) / manager(s) and reimbursed
- In case of loss of keys to 'Port of Refuge', all resulting costs will be charged to the guest(s)
- The operator is not liable for disruptions in and around the accommodation such as disruptions and failures of electricity and water supplies and technical installations, construction and/or road works in the vicinity that are not or not timely announced

### **13. Complaints, differences of opinion**

- The guest is always entitled to submit his grievances to the manager by means of a complaint. This will always be handled adequately and with due haste, in such a way that the complaint is handled according to standards of reasonableness and fairness
- The administration of the manager is decisive in the event of a mutual disagreement, unless the users can prove the contrary
- The manager will decide on any deviation that is not included in the General Terms and Conditions

### **14. Force Majeure**

- In the event of force majeure, both permanent and temporary, the operator is entitled to terminate or temporarily suspend the agreement in whole or in part without the guest(s) being able to claim performance and/or compensation
- Force majeure includes, but is not limited to: threat of war, war, uprising, molestation, strikes, boycotts, disruptions in the energy circuit, in traffic or transport, government measures, scarcity of raw materials, natural disasters and furthermore all circumstances, extraordinary weather conditions, death of the owner or manager or close family members etc. Full or partial compliance with the agreement cannot reasonably and fairly be expected of the owner(s) / manager(s)

### **15. Privacy**

- The personal data provided or made known will be treated confidentially by the owner(s) / manager(s) and will not be made available to third parties.

### **16. Final provision**

- Unless otherwise provided in the rules of private international law, these conditions are exclusively subject to Dutch law. Non-Dutch speaking guests are deemed to agree with the general terms and conditions
- All disputes arising from the user agreement or these conditions will be settled by the competent court in Belgium, unless the rules of private international law provide otherwise
- None of the parties can transfer their rights and obligations to third parties.

Should you have any questions about the above or any other questions, we will be happy to help you.

Suggestions are also more than welcome. We wish you a pleasant and relaxing stay in nature retreat 'Port of Refuge', welcome!

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