



PEACE VILLAGE

GENERAL TERMS AND CONDITIONS

I. GENERAL

1. PEACE VILLAGE provides a youth accommodation located at 8957 MESSINES, Nieuwkerkestraat 9 bus A, with its registered office at the same address and company number 0863.751.643. PEACE VILLAGE can be contacted via email (info@peacevillage.be), by phone (057/226.040), or via the website (<https://peacevillage.be/en/practical/contact>).
2. These terms and conditions apply to all agreements between PEACE VILLAGE and the client. They take precedence over any terms and conditions of the client.
3. The general terms and conditions form an integral part of the contracts and can only be deviated from in writing with the express consent of both parties.
4. The nullity of any of these provisions shall not affect the validity of the other provisions.
5. The number of guests and rooms specified in the quote is binding and will be used for calculating the required deposit. If the actual number of guests or rooms differs, the cancellation and modification terms outlined below will apply.
6. Only with regard to the meals, room allocation, and additional services, the most recent written information will be taken into account.
7. A reservation for 20 or more people is considered a group reservation. Reservations for fewer than 20 people are considered individual guest reservations.
8. The client agrees to provide the house rules to all guests in advance and guarantees their compliance. The client will be held liable for any violations.
9. For consumers: the right of withdrawal is excluded pursuant to Article VI.53, 12° Belgian Code of Economic Law, as PEACE VILLAGE provides accommodation other than for residential purposes and also offers leisure-related services, which involve a specific period of performance.

II. AGREEMENT

1. By confirming the quote, the client agrees to the general terms and conditions and house rules and acknowledges to be bound by them.
2. Once the reservation is confirmed, a binding and enforceable agreement is established with the client.

III. DEPOSIT – GROUPS

1. PEACE VILLAGE has the right to collect a deposit of 30% of the overnight rate upon confirmation of the reservation. The information on the quote serves as the basis for this calculation.

IV. DEPOSIT – NON-GROUPS

1. PEACE VILLAGE has the right to collect a deposit of 100% of the overnight rate upon confirmation of the reservation. The information on the quote serves as the basis for this calculation.

V. DEPOSIT – GENERAL

1. The deposit invoice must be paid within one week of the invoice date, referencing the reservation number.
2. The deposit will only be refunded / settled against the final invoice after the stay or in the event of full cancellation.
3. The conditions stated under the section "FINAL INVOICE" shall also apply.
4. In case of non-payment or late payment of the deposit, PEACE VILLAGE reserves the right to either consider the reservation cancelled (applying the cancellation terms), or demand forced execution of the payment.



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VI. REQUIRED INFORMATION

1. For groups: PEACE VILLAGE requires an online form regarding reservation details to be submitted approximately six weeks and three weeks prior to arrival. These forms must be completed within seven days of receipt, as this information is crucial to make the necessary orders and to provide sufficient staff.
2. If the requested information is not provided on time, meals and additional services cannot be guaranteed, and PEACE VILLAGE cannot be held liable. Additionally, an administrative fee of €150.00 will be charged, as PEACE VILLAGE will still make a voluntary effort to arrange the necessary orders and staff.
3. For individual guests: only a room with breakfast can be booked. Other meals cannot be guaranteed in advance. PEACE VILLAGE will inform the client of the possibilities upon check-in.

VII. CHANGES

1. Any changes to the reservation must be communicated as soon as possible via email to PEACE VILLAGE (info@peacevillage.be). PEACE VILLAGE will try to accommodate changes as much as possible, but is not obligated to do so.
2. PEACE VILLAGE is not liable if there are insufficient rooms / beds available when the actual number of guests or required rooms exceeds the number specified in the quote. Any increase must be communicated in advance and expressly approved by PEACE VILLAGE. This will result in an additional charge, in accordance with the published price list (available online at <http://peacevillage.be/en/practical/prices>).
3. If, after confirmation of the quote, a lower number of guests is communicated (e.g., when submitting the reservation details), this updated number will apply, and the originally agreed number of beds in the quote can no longer be guaranteed. Additionally, the cancellation terms will apply if the actual number of guests is lower than the number specified in the quote.
4. The application of the doctrine of hardship (Article 5.74 Belgian Civil Code) is excluded.

VIII. CANCELLATION TERMS

1. If the actual number of guests is lower than the number specified in the quote, the cancellation terms as outlined below will apply.
2. For groups only: up to 4 weeks before arrival, 10% of the total number of guests may cancel free of charge.
3. If cancellations are made later, if the percentage of cancelled guests for groups exceeds 10%, or if the reservation concerns individual guests, the following fees apply:
4. Up to 6 months before arrival: free cancellation.
5. From 6 months to just before 4 months before arrival: 50% of the total price.
6. From 4 months to just before 2 months before arrival: 80% of the total price.
7. From 2 months to 1 week before arrival: 90% of the total price.
8. For (partial) cancellations less than one week before arrival, 100% of the total price will be charged. This also includes scheduled meals and activities.
9. In the case of partial cancellation, PEACE VILLAGE reserves the right to invoice the cancellation fee before arrival. The invoicing conditions as stipulated under "FINAL INVOICE" apply.



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IX. STAY

1. A guest organising activities subject to copyright law is responsible for submitting a request and making payments to SABAM (Belgium's copyright management association) and the Billijke Vergoeding (mandatory fee for public music use). For non-dance-related activities, PEACE VILLAGE holds an authorisation from SABAM and the Billijke Vergoeding.
2. The client agrees that the consumption of beverages from the beverage frigo will be settled upon checkout. Orders at the bar are to be paid immediately.
3. In case a group is delayed and at risk of missing a scheduled activity or meal, they should notify PEACE VILLAGE by phone. PEACE VILLAGE reserves the right to charge a €50.00 penalty per 30 minutes of delay. Meals can no longer be guaranteed if the group arrives more than 30 minutes late.

X. FINAL INVOICE

1. PEACE VILLAGE will issue the final invoice and send it to the client after their stay. Any outstanding amounts not covered by the deposit invoice will be included in this final invoice.
2. The final invoice must be paid within one week of the invoice date, referencing the reservation number. Payment can be made via VISA, MASTERCARD, or bank transfer.
3. Each invoice must be settled individually.
4. Any bank fees or negative exchange rate differences cannot be charged to PEACE VILLAGE.
5. Unless a motivated, written complaint by registered letter is submitted within seven days of the invoice being sent, the invoice will be considered accepted.
6. In the event of late payment, the principal amount will be increased by 12% annual interest and a 10% penalty fee, with a minimum charge of €100.00.
7. For consumers: the interest charged will be the reference interest rate increased by eight percentage points (as referred to in Article 5, second paragraph, of the Belgian Law of 2 August 2002 on combatting late payments in commercial transactions). Additionally, a lump-sum compensation will be charged equal to €20.00 for an outstanding balance of €150.00 or less; €30.00 increased by 10% of the amount due on the tranche between €150.01 and €500.00 in case the outstanding balance is between €150.01 and €500.00; or €60.00 increased by 5% of the amount due on the tranche above €500.00, with a maximum of €2,000.00, in case the outstanding balance is higher than €500.00.

XI. DAMAGE

1. The client acknowledges and agrees that any damage (to/in the rooms, sports and game equipment, caused by a campfire, lost keys, etc.) caused by one of the group members (or individual guests) will be charged on the final invoice.
2. For consumers: for any case where PEACE VILLAGE has the right to claim compensation on account of the client-consumer's default, PEACE VILLAGE is, by way of reciprocity, equally obliged to provide an equivalent compensation on account of its own default.

XII. LOST ITEMS

1. Shipping costs are to be paid by the client.
2. PEACE VILLAGE reserves the right to charge an administrative fee of €10.00 per lost item found.
3. Lost items will be kept by PEACE VILLAGE for a maximum of one month.



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XIII. LIABILITY

1. The obligations of PEACE VILLAGE are obligations of means and not obligations of result.
2. PEACE VILLAGE is not responsible for accidents, theft, damage, or loss of equipment and/or personal belongings.
3. Instructions from staff must be strictly followed at all times. Failure to comply with the rules may result in an administrative fine.
4. PEACE VILLAGE is not liable for any damage caused, except for bodily injury or damage due to gross negligence.
5. PEACE VILLAGE can under no circumstances be held liable for an amount exceeding the coverage of its insurance.
6. The client agrees to not directly sue the directors, subcontractors, or (self-employed) staff of PEACE VILLAGE on the basis of extra-contractual liability.

XIV. PROCESSING OF PERSONAL DATA

1. PEACE VILLAGE processes the personal data provided by the client within the framework of this agreement in accordance with the provisions of the General Data Protection Regulation (GDPR), and with the provisions of the federal legislation on the protection of natural persons with regard to the processing of personal data.
2. The data will be retained for as long as the agreement is in effect, including the time necessary to issue and collect the final invoice, and to recover any damages caused or settle liability disputes.
3. The client has the right to request access to or modification of the processed data. This can be done by reaching out to PEACE VILLAGE via the aforementioned email address.
4. If the client disagrees with the way PEACE VILLAGE processes their data, they have the right to file a complaint with the Belgian Data Protection Authority (Drukpersstraat 35, 1000 Brussels – contact@apd-gba.be).
5. In addition to the necessary processing for the performance of this agreement, PEACE VILLAGE may also use the client's contact details for communication purposes based on PEACE VILLAGE's legitimate interest (such as sending marketing and personalised advertisements). The client has the right to object to this additional processing by simply notifying PEACE VILLAGE. In the event of an objection, PEACE VILLAGE will immediately stop using the data for this purpose and delete the relevant personal data.
6. The data is processed by employees and third parties engaged by PEACE VILLAGE for specific services (such as websites, mailing services, accounting, etc.). PEACE VILLAGE maintains control over the further processing at all times. A list of external processors and their processing activities is available for review upon request.

XV. JURISDICTION / APPLICABLE LAW

In the event of a dispute regarding the content or performance of the agreement, the courts of Ypres shall have jurisdiction. If the client is a consumer, the territorially competent courts shall be, at the client's choice, either those of the defendant's place of residence or those of the place where the obligations arose or must be performed. Belgian law applies.