

UNIFORM TERMS AND CONDITIONS CENTRAL PARK

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Article 1 – Definitions

1.1 Hotel

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

1.2 Host

The person representing the hotel in concluding and executing agreements.

1.3 Provision of Services

The hotel's provision of accommodation and/or food and/or beverages and/or making (banquet) rooms and/or grounds available, including all associated activities and services, in the broadest sense of the word.

1.4 Customer

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

1.5 Guest

The natural person or persons to whom one or more services must be provided under an agreement entered into with the customer. Where these terms mention "guest" or "customer," both are intended unless the context clearly indicates that only one is meant.

1.6 Agreement

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

1.7 Reservation Value

The value of the agreement, equal to the total expected revenue of the hotel including tourist tax and VAT, based on the hotel's prevailing averages.

1.8 No-show

A guest's failure to use a service provided under an agreement without cancellation.

1.9 Group

A group of five or more rooms for which services are to be provided by the hotel under one or more related agreements.

1.10 Individual

Any person, guest or customer, not forming part of a group as defined above.

1.11 Corkage and Kitchen Fee

The amount payable for consuming food and/or beverages not provided by the hotel within its premises.

1.12 Cancellation

A written notice from the customer to the hotel indicating that one or more agreed services will not be used, or a written notice from the hotel to the customer stating that one or more agreed services will not be provided.

1.13 Turnover Guarantee

A written statement by the customer guaranteeing that, under one or more agreements, the hotel will realize a minimum revenue.

1.14 Consumer

Any natural person acting for purposes outside his or her trade, business, craft, or profession.

Article 2 – Applicability

2.1 These terms and conditions apply exclusively to the conclusion and content of all agreements, as well as to all offers regarding the conclusion of such agreements, excluding all other general terms and conditions.

2.2 Deviations from the Central Park terms are only valid with the hotel's written consent and must be agreed upon on a case-by-case basis. In case of conflict, the Central Park terms shall prevail.

2.3 These terms and conditions also benefit all natural and legal persons the hotel engages or has engaged in the conclusion and/or execution of an agreement or in the operation of the hotel.

Article 3 – Formation of Agreements

3.1 A hotel may at any time and for any reason refuse to enter into an agreement, unless such refusal violates Dutch law.

3.2 All offers made by the hotel regarding the formation of an agreement are non-binding and subject to availability ("while supplies/capacity last"). If the hotel invokes this condition within a reasonable time after the customer's acceptance, the intended agreement is deemed not to have been concluded.

3.3 An agreement made for guest(s) by intermediaries (e.g., agents, travel agencies, online travel agents, or other hospitality businesses), whether or not on behalf of their client(s), is considered to be for the account and risk of such intermediaries. The hotel owes no commission or fee of any kind to intermediaries, unless explicitly agreed otherwise in writing. The guest(s) and intermediary(ies) are jointly and severally liable for payment.

Article 4 – Option Rights

4.1 An option right is the right of a customer to unilaterally establish an agreement by simply accepting a valid offer from the hotel.

4.2 An option right may only be granted in writing. It may be agreed for a definite or indefinite period. The option right lapses if the option holder indicates that they do not wish to make use of it, or if the agreed period expires without the option holder having indicated their intention to exercise the option right.

4.3 An option right cannot be revoked by the hotel, unless another potential customer makes an offer to the hotel for the conclusion of an agreement regarding all or part of the services currently under option. In such a case, the hotel must inform the option holder of this offer, after which the option holder must indicate within a deadline set by the hotel whether or not

they wish to exercise the option right. If the option holder fails to respond within the specified period, the option right lapses.

Article 5 – General Rights and Obligations of the Hotel

5.1 The hotel is, notwithstanding the provisions of the following articles, obligated under the agreement to provide the agreed services at the agreed times in the manner customary at the hotel.

5.2 The hotel is entitled, at any time and without notice, to terminate the provision of services to a guest if the guest violates the house and/or conduct rules, or otherwise behaves in a manner that disturbs the order and tranquility of the hotel and/or its normal operation. In such a case, the guest must leave the hotel immediately upon first request. If the customer otherwise fails to fully comply with any obligation to the hotel, regardless of its nature, the hotel is entitled to suspend its services. The hotel may only exercise these rights if the nature and severity of the guest's violations provide sufficient grounds. If the guest is not a consumer, whether such grounds exist shall be determined at the reasonable discretion of the hotel.

5.3 Following consultation with the competent local authority, the hotel is entitled to terminate the agreement extrajudicially due to well-founded concerns that the customer may disturb public order. If the hotel exercises this right, it shall not be liable for any compensation to the customer.

5.4 If the hotel charges a fee for the receipt and/or safekeeping of goods, it must take care of these goods as a prudent administrator, without prejudice to the provisions of Article 12.

5.5 The hotel is not obligated to admit any pet brought by the guest and may impose conditions on their admission. Legal regulations, including specified exceptions, apply to the admission of assistance dogs.

Article 6 – General Obligations of the Guest

6.1 The guest is required to comply with the house and conduct rules applicable at the hotel and to follow the hotel's reasonable instructions. The hotel must display the house and conduct rules in a clearly visible place or provide them in writing. Reasonable instructions may be given verbally.

6.2 The guest is obligated to cooperate with reasonable requests from the hotel in connection with its legal obligations, including but not limited to those relating to safety, identification, food safety/hygiene, and the prevention of nuisance.

Article 7 – Reservations

7.1
The hotel may attach conditions to the reservation.

Article 8 – Service Consisting of Providing Accommodation and/or Making (Banquet) Rooms and/or Premises Available

8.1 In the case of accommodation, the hotel shall inform the guest in advance of the time from which the accommodation will be available, as well as the time by which the guest must check out.

8.2 Unless otherwise agreed, the hotel is entitled to consider the reservation for accommodation as cancelled if the guest has not reported to the hotel by 10:00 p.m. on the first reserved day, or if the guest has not timely informed the hotel of a later arrival and the hotel has not objected to this. The foregoing applies without prejudice to the provisions of Article 9.

8.3 The hotel is entitled to require the guest to accept alternative, equivalent accommodation or (banquet) room and/or premises than those originally agreed. The guest may refuse such an alternative. In that case, the guest has the right to immediately terminate the agreement to which the hotel's request relates, without prejudice to any obligations arising from other agreements.

Article 9 – Cancellations

9.1 Cancellation by Customers – General

9.1.1 The customer may cancel an agreement upon payment of cancellation fees, provided that such fees are not owed if the customer is a consumer and cancels due to force majeure (see Article 15).

9.1.2 No later than one month before the first service under the agreement is to be provided, the hotel may declare that certain individuals shall be considered as a group. All provisions for groups will then apply to them.

9.1.3 The provisions of Articles 13.1 and 14.4 also apply to cancellations.

9.1.4 In the event of a no-show, the customer is always required to pay the full reservation value.

9.1.5 If not all agreed services are cancelled, the cancellation provisions below apply pro rata to the cancelled services.

9.2 Cancellation of a Service Consisting of Providing Accommodation

9.2.1 Individuals

For cancellations of reservations for accommodation only, with or without breakfast, made later than 72 hours (i.e., 3:00 p.m.) before the arrival date, the customer must pay 100% of the reservation value.

9.2.2 Groups

For group reservations for accommodation only (with or without breakfast), the following cancellation fees apply, unless otherwise agreed in writing. The fees are calculated based on the time before the "start date," which is the date the first service under the agreement is to be provided:

- More than 3 months before the start date: 0%
 - More than 2 months before the start date: 15%
 - More than 1 month before the start date: 35%
 - More than 14 days before the start date: 60%
 - More than 7 days before the start date: 85%
 - 7 days or fewer before the start date: 100%
-

9.3 Cancellation of a Service Consisting of Providing Food and/or Beverages to Groups

When a reservation is made for a catering service involving food and/or beverages (table reservation) for a group, the following cancellation fees apply:

1. If a menu has been agreed:

- More than 7 days before the reserved time: 0%
- 7 days or fewer before the reserved time: 50%
- 3 days or fewer before the reserved time: 75%

2. If no menu has been agreed:

- More than 48 hours before the reserved time: 0%
 - Less than 48 hours before the reserved time: 75%
-

9.4 Cancellation of Other Agreements

For cancellation of room rentals, meeting packages, exclusive restaurant bookings, and all other reservations not covered by Articles 9.2 and 9.3, the following cancellation fees apply:

- More than 3 months before the start date: 0%
- More than 2 months before the start date: 15%
- More than 1 month before the start date: 35%
- More than 14 days before the start date: 60%
- More than 7 days before the start date: 85%
- 7 days or fewer before the start date: 100%

These cancellation terms also apply to room reservations if they are part of group agreements for room rentals, meetings, or food & beverage services.

9.5 Cancellation by the Hotel



9.5.1

The hotel is entitled to cancel an agreement under the following provisions, unless otherwise agreed.

9.5.2

If the hotel cancels a food and beverage service, Articles 9.1.1 and 9.3.1 shall apply accordingly, with roles reversed.

9.5.3

If the hotel cancels a service other than that described in 9.5.2, Articles 9.1.1 and 9.2.2 shall apply accordingly, with roles reversed.

9.5.4

The hotel is always entitled to cancel an agreement without being liable for the cancellation fees mentioned above if there is sufficient indication that the event to be held at the hotel differs significantly in nature from what was announced by the customer or expected based on the customer's or guests' profile. If the hotel would not have agreed to the event had it known its true nature, it may cancel the agreement. If the cancellation occurs after the event has started, the customer must pay for services already received, while the rest of the payment obligation lapses. Charges for services already provided will be calculated proportionally.

9.5.5

Instead of exercising the right in 9.5.4, the hotel may impose additional requirements regarding the course of the event. If there are sufficient indications that these conditions will not (or cannot) be met, the hotel may still cancel under Article 9.5.4.

9.5.6

If and insofar as the hotel acts as a travel organizer within the meaning of the law, the following applies to package travel agreements:

The hotel may amend the travel agreement in a material way due to serious circumstances communicated to the traveler without delay. It may also make non-material changes for similar reasons. Up to 20 days before the start of the trip, the hotel may increase the price due to changes in transport costs, taxes, or exchange rates. If the traveler rejects such changes, the hotel may terminate the travel agreement.

Article 10 – Deposit and Interim Payment

10.1 The hotel may require the customer to place a deposit. Deposits received are properly administered, serve exclusively as security for the hotel, and shall explicitly not be considered realized revenue. To enhance the hotel's security, it may require the customer to cooperate in providing necessary information, including making an imprint or copy of the customer's credit card, to safeguard the deposit and the hotel's ability to recover amounts due.

- Upon confirmation of a group reservation, the hotel receives a credit card as a guarantee, which may be pre-authorized.
- For group reservations with a total value exceeding €2000, the hotel requires a credit card guarantee and full prepayment 14 days prior to the arrival of the first guest. The hotel may request interim payments as follows:
 - 30% of the total booking value upon confirmation of the reservation
 - 70% of the total booking value 30 days before arrival of the first guest

- Upon confirmation of a group reservation, the hotel receives a credit card as a guarantee, which may be pre-authorized.
- For individual reservations with a total value exceeding €2000, the hotel requires a credit card guarantee and full prepayment 14 days prior to the arrival of the first guest. The hotel may request interim payments as follows:
 - 30% of the total booking value upon confirmation of the reservation
 - 70% of the total booking value 30 days before arrival of the first guest

10.2 The hotel may at any time request interim payment for services already rendered.

10.3 The hotel may recover from the deposited amount any amount owed to it by the customer on any grounds. Any surplus must be returned to the customer without delay.

Article 11 – Turnover Guarantee

If a turnover guarantee has been issued, the customer is obligated to pay the hotel at least the amount specified in the guarantee in relation to the relevant agreement(s).

Article 12 – Liability of the Hotel

12.1 The hotel is liable to the guest for damage resulting from a failure on the part of the hotel to fulfill the agreement, unless that failure is not attributable to the hotel or to persons assisting the hotel in the execution of the agreement.

12.2 The hotel is not liable for damage caused to or by the guest's vehicles, except insofar as the damage is the direct result of intent or gross negligence by the hotel.

12.3 The hotel is not liable for any direct or indirect damage to persons or property caused by any defect or condition in or on any movable or immovable property owned, leased, or otherwise made available by the hotel, unless the damage is the direct result of intent or gross negligence on the part of the hotel. This article does not affect the hotel's statutory liability in the event of death or personal injury of a consumer due to an act or omission by the hotel, nor its liability under articles 1952 et seq. of the Belgian Civil Code.

12.4 If goods are held in safekeeping for the guest and a fee as referred to in Article 5.5 is charged, the hotel is obligated to compensate any damage to such goods resulting from loss or damage.

Article 13 – Liability of the Guest and/or Customer

13.1 The customer, the guest, and anyone accompanying them are jointly and severally liable for all damages incurred by the hotel and/or any third party, directly or indirectly, as a result of an attributable failure and/or unlawful act, including violation of house rules, committed by the customer and/or the guest and/or those accompanying them, as well as for any damage caused by any animal and/or item in their possession or under their supervision.

Article 14 – Settlement and Payment

14.1 The customer owes the price agreed upon in the contract. Prices are listed on price lists visibly displayed by the hotel or provided to the customer upon request or made accessible via digital sources. A price list is considered visibly displayed if located in normally accessible areas of the hotel.

14.2 Additional charges may apply for special services such as cloakroom use, garage, safe, laundry or dry cleaning, telephone, internet, Wi-Fi, room service, TV rental, etc.

14.3 All invoices, including those related to cancellations or no-shows, are payable by the customer upon presentation. Payment must be made in cash or via bank transfer unless otherwise agreed.

14.4 The guest and customer are jointly and severally liable for all amounts owed to the hotel by either or both of them. Unless otherwise agreed, agreements are deemed to have been concluded on behalf of every guest. By appearing, the guest acknowledges that the customer was authorized to represent them in concluding the agreement.

14.5 As long as the customer has not fulfilled all obligations to the hotel, the hotel has the right to retain all goods brought by the customer to the hotel until all obligations have been met. In addition to the right of retention, the hotel may also have a lien on such goods as security for all amounts owed to it by the customer, up to a maximum of €1,000,000.

14.6 If payment other than cash has been agreed, all invoices must be paid by the customer within 14 days of the invoice date. If an invoice is issued, the hotel may charge a 2% credit limitation surcharge, which is waived if the invoice is paid within 14 days.

14.7 If timely payment is not made, the customer is in default without notice of default being required. Only if the customer is a consumer, the hotel will issue one reminder granting at least 14 days to pay.

14.8 In the event of default, the customer must reimburse all collection costs incurred by the hotel. Extrajudicial collection costs are charged according to statutory provisions.

14.9 If the hotel retains goods as described in Article 14.5 and the customer remains in default for three months, the hotel is entitled to sell these goods publicly or privately and recover its claim from the proceeds. If the customer is a consumer, court approval is required. Sale-related costs are borne by the customer and may also be recovered from the sale proceeds. Any remaining balance shall be paid to the customer.

14.10 Each payment, regardless of any note or statement made by the customer, shall be applied in the following order:

1. Enforcement costs
2. Judicial and extrajudicial collection costs
3. Interest
4. Damages
5. Principal sum

14.11 Payments shall be made in euros. If the hotel accepts foreign currencies, the exchange rate applicable at the time of payment shall apply. The hotel may charge administrative fees

up to 10% of the amount offered in foreign currency, either by charging this separately or adjusting the exchange rate accordingly.

14.12 Except for payments over €3,000, the hotel is never obligated to accept payment methods other than cash and may set conditions for accepting alternative payment methods.

Article 15 – Force Majeure

15.1 Force majeure for the hotel, which excuses any resulting failure to perform, includes any foreseen or unforeseen, foreseeable or unforeseeable circumstance that makes execution of the agreement by the hotel impossible or unreasonably burdensome.

15.2 If a party to an agreement is unable to fulfill any obligation, that party must notify the other party as soon as possible.

Article 16 – Lost and Found Items

16.1 Items lost or left behind in the hotel or its premises and found by the guest must be handed in to the hotel as soon as possible.

16.2 If the rightful owner does not claim the item within one year after it was handed in, the hotel shall obtain ownership of the item.

16.3 If the hotel returns items left behind by the guest, this is entirely at the guest's expense and risk. The hotel is never obligated to return such items.

Article 17 – Corkage and Kitchen Fee

17.1 The hotel may prohibit guests from consuming self-brought food and/or beverages within the hotel, including the terrace. If the hotel allows this, it may impose conditions, including charging corkage and/or kitchen fees.

17.2 The fees referred to in Article 17.1 shall either be agreed in advance or, if no prior agreement exists, reasonably determined by the hotel.

Article 18 – Applicable Law and Disputes

18.1 All agreements are governed exclusively by Dutch law.

18.2 In disputes between the hotel and a customer (who is not a natural person acting outside a trade or profession), the competent court in the hotel's place of business has exclusive jurisdiction, unless mandatory law provides otherwise. This is without prejudice to the hotel's right to bring the dispute before the court that would otherwise be competent.

18.3 All claims by the customer shall expire one year after they arise.

18.4 The invalidity of any provision of these terms shall not affect the validity of the other provisions. If any provision is invalid, the parties shall be deemed to have agreed on a valid replacement provision that most closely approximates the intent and scope of the invalid one.