THPS – Terms & Conditions

1. TERMS & CONDITIONS

These Terms and Conditions are between Aldenarda bvba ("THPS") and the person who completes the online reservation ("You") on one of the platforms managed by THPS. These terms and conditions apply to individual booking platforms, made available online and through any mobile device.

2. SERVICES

Through our platform, we (THPS and contracted third party) provide an online reservation platform through which hotels can offer their available rooms for reservation and through which visitors (hereinafter: "you" or "customer") to the platform can make such reservations for accommodations.

3. NATURE TO THE CONTRACTUAL RELATIONSHIP

THPS acts only as an intermediary in making arrangements (reservations) for accommodations, therefore the contract for accommodation will be between you and the third party. From the point at which you as a user make any arrangements (reservations) for accommodations, we act solely as an intermediary between you and the accommodation provider, transmitting the details of your reservation to the relevant accommodation provider. This means that the contract for accommodation or other services is between you and the accommodation provider and there are additional terms and conditions governing the contract as each accommodation provider or service supplier will have terms and conditions relating to their services. We act as intermediary and we have no contractual liability to you in respect of services reserved through us.

4. PRIVACY POLICY

4.1 Your personal data

When you reserve anything via our platform or give us any personal data, we may need to collect information about you to process the transaction, fulfill your order. This information may include, but is not limited to, details such as your name, your address, your phone number and your credit card details on a separate secured page. We may pass essential booking details and any other your personal data to the accommodation provider or service supplier in order to guarantee your reservation. The placing of a reservation for any services by you will constitute consent to us passing on such details. By disclosing your personal information to us using this platform, by email or over the telephone, you consent to the collection, storage and processing of your personal information by THPS in the manner set out in these General Terms and Conditions. You must make sure that all the information you provide to us is true and accurate. You undertake to us that the details you give to us are correct in particular (the titles, spelling of names, … must be supplied as they appear in the passport), that the credit card you are using is your own. We shall not be liable for and shall be indemnified by you in respect of any loss or third party claims (including any cancellation fees) suffered as a result of any incorrect or incomplete details in your reservation. If there are any changes to the details supplied to us by you it is your responsibility to inform THPS about it as soon as possible.

4.2 Disclosed information accommodation provider and/or other service provider

When using our platform, the information that the THPS platform discloses is based on the information provided to us by the accommodation providers and/or service provider. As such, the accommodation providers and/or service supplier are given access to an extranet through which they are fully responsible for updating all rates, availability and other information which is displayed on the platform. Although THPS will use reasonable skill and care in performing our services, THPS will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can THPS be held responsible for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of the platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each accommodation provider and/or service supplier remains responsible at all times for the accuracy, completeness and correctness of the (descriptive) information (including the rates and availability) displayed on the platform. The platform operated by the THPS does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, and qualification or (star) rating of any accommodation and/or service supplier made available. Our services are made available for personal and non-commercial use only. Therefore, you are not allowed to re-sell, deep-link, use, copy, monitor (e.g. spider, scrape), display,

download or reproduce any content or information, software, products or services available on our website for any commercial or competitive activity or purpose.

4.3 Confidentiality

As a customer, you shall hold all the Information of THPS and its suppliers - past, present or future - in strict confidence and shall not disclose, copy, reproduce or distribute any of it to any person other than as permitted in writing by THPS. You shall not use such Information of THPS and its suppliers for the benefit of any of any other customers or other commercial/non-commercial purposes.

Without affecting any other rights or remedies that THPS may have, you acknowledge that THPS or its suppliers may be harmed by any breach of confidentiality as set out in this section and therefore you agree to indemnify and hold harmless THPS against all claims, liabilities, costs, expenses, loss or damages incurred by THPS arising directly or indirectly from such a breach.

5. ACCOMMODATION INFORMATION AND RATES

The accommodation (star) ratings are the ratings provided by the hotels themselves. You should be aware that standards could vary between different accommodations of the same class in different countries, and even in the same country. THPS cannot be held responsible for any discrepancies in between the time of reservations and the time or your stay.

Images, amenities, facilities and descriptions are provided to give general information about the property. Whilst we endeavor to ensure that property amenities, facilities and descriptions offer accurate and up to date information, we obtain this information from the concerned accommodation provider so cannot guarantee this always to be the case. Images of room types do not necessarily represent the bed configuration of the room being reserved.

In most accommodations the normal check in time is 02:00 PM (local time) but in some it may be as late as 04:00 PM (local time).

We guarantee only the first night of a room reservation (unless otherwise advised at time of confirmation); accommodations may release rooms if you do not arrive by 10:00 AM (local time) following the arrival date.

We shall not be liable to you due to our inability to fulfill the reservation by reason of any fire, earthquake, flood, substantial snowstorm, epidemic, explosion, strikes, riot, civil disturbance, war, any failure or delay of any transportation, power or communications system or any similar events which are beyond our control or control of hotel or other service supplier.

We will pass on to the accommodation providers special requests such as non-smoking, adjoining or interconnecting rooms, but we cannot guarantee them. Disabled rooms usually have wheelchair access but do not necessarily include features for the seriously disabled.

Accommodations are under renovation from time to time and will take all possible steps to limit disruption to their guests. If an accommodation provider is carrying out renovations, this will not entitle you to a refund.

Triple and quad rooms may consist of twin or double bed or beds plus extra bed, or two double beds. In some accommodations, all triple rooms are doubles with an extra bed. Most accommodations do not have one full size bed for each guest in their triple or quad rooms. If an extra bed (rollaway bed) is required, an additional charge may be applied which should be paid directly to the accommodation.

Accommodation reservations must not be made with fictitious names to hold a space. If you do not reserve with the correct name you may receive non-arrival charges.

All quoted rates on the platform are per room for your entire stay and are displayed including VAT and all other taxes (subject to change of such taxes), unless stated differently on our website or the confirmation email.

Please pay attention to room amenities and meal plan for each rate. The breakfast may or may not be included. Please check the room and rate details thoroughly for any such conditions prior to making your reservation.

If the child supplement shows as N/A, bookings should be made for a triple room and will be charged at the full rate for three adults. Child supplements can only be added to the twin or double room rate to obtain the price for a room with two adults and one child. The supplements will apply to children between the ages of 2- 12 years (unless a different age range is specified). Child supplements will not be available if the child's age is not specified at the time of booking and the accommodation provider and/or service supplier will charge for their adults in a triple room if this information is not supplied. Cots/cribs for babies are only suitable for those under 2 years. While cots may show as available at the time of the room

reservation, they are subject to availability upon check in. In some accommodations no additional bedding is provided for a child where the child is either free or at a reduced price and breakfast may be charged for the child on departure. If a child requires a bed of their own you must request a triple and no child discount will apply.
Most accommodations require a major credit card to be provided upon check in to cover incidentals. In the absence of a credit card, a cash deposit may be required. All extras incurred by you must be paid directly to the accommodation before departure; we will not be liable for your personal hotel charges.
Upon acceptance/payment of your room reservation we will send you a confirmation letter. You should print out a confirmation and present upon check in at the accommodation provider. You may not be allowed to check in without a confirmation or may be charged directly if you fail to present a valid confirmation.
Your ability to cancel or modify a room reservation will depend on the specific accommodation's terms and conditions and are subject to availability. Usually we will be unable to modify your room reservation therefore we may have to cancel your original booking and make a new one. Specific cancelation terms and charges will be displayed to you during your room reservation and specified in the confirmation email.

6. GROUP ROOM RESERVATIONS (AS OF 8 ROOMS)
Through the platform you may not book more than eight rooms online for the same accommodation / stay dates. If we, THPS, determine that you have booked more than eight rooms in total in separate reservations, we may cancel your reservations, and charge you a cancellation fee, if applicable. If you paid a non-refundable deposit, your deposit will be lost. If you wish to book nine or more rooms, you must contact us by phone or e-mail. One of our group accommodation consultants will handle your request and contact you to complete your group room reservation. You may be asked to sign a written contract and/or pay a nonrefundable deposit.

7. BOOKING PROCEDURE
By completing an online reservation for accommodation, or filling in a special group request form you give strict instructions to the THPS to intermediate a provided accommodation reservation, offered by the actual provider.
Subject to the customer's authorization for required intermediation are defined as follows:

Reservations made by the customer through our platform (.xxx.thps.eu …)
Reservations made by the customer through our customer service

By confirming a reservation the customer is bound in any case.
Reservations NOT processed through our platform (.xxx.thps.eu …) or our customer service may have different pricing. The customer service is liable to follow the terms and conditions set by us, as well as such additionally provided by any accommodation provider or service supplier, upon reservation.

8. BOOKING CONFIRMATION, DELIVERY OF CONFIRMATIONS
After completing a reservation for an accommodation and/or any other services through our platform (.xxx.thps.eu) or our customer service, the customer instantly receives a reservation confirmation via e-mail for and on behalf of the accommodation provider or service supplier. The costumer is responsible to immediately check the accuracy of the confirmation details (such as name, date of departure, accommodation and/or other service confirmed, etc.) and to inform THPS in case of any errors which might have occurred during the reservation procedure. Any errors reported by the customer more than 24 hours after the reservation registration procedure cannot be confirmed. These changes may incur additional charges. In case of any mistakes made by the customer during the reservation process, additional charges may be applicable even in the case where the customer had provided additional information within the mentioned period of 24 hours. The overdue report of errors or the inability to correct them will not result in right of withdrawal from the agreement concluded with THPS.

9. CREDIT CARD OR BANK TRANSFER
You pay the total amount of the reservation of the requested accommodation and/or any other services, unless detailed differently, directly to the accommodation provider via the method of payment and facilities specified by the accommodation. THPS never acts as an intermediary at this level and cannot be held liable for related misunderstandings. Accommodation providers and/or service supplier require credit card details in order to guarantee the reservation of the requested accommodation. As such, THPS will send your credit card information directly to the accommodation provider and/or service supplier at which your reservation is made and THPS may verify (i.e. pre-authorize) your credit card as well. By the platform, the accommodation provider has an access to all the data of the customer in relation with the reservation. The accommodation provider and/or service supplier shall be sole responsible for the perfect

use and conservation of the aforementioned data, this pursuant to the applicable regulation, without THPS being worried. In order to safeguard and encrypt your credit card information when in transit to us, we use Secure Socket Layer (SSL) technology for our services.

10. CANCELLATION

By making a reservation with an accommodation provider, you accept and agree to the relevant cancellation and no-show policy of that accommodation provider, and to any additional (delivery) terms and conditions of the accommodation that may apply to your reservation or during your stay or during the use of any other services, including for services rendered and/or products offered by the accommodation provider (the delivery terms and conditions of an accommodation provider can be obtained with the relevant accommodation provider). If you wish to review, adjust or cancel your reservation, please revert to the confirmation email and follow the instructions therein. Please note that you may be charged for your cancellation in accordance with the accommodation provider's cancellation and no-show policy. We recommend that you read the cancellation and no-show policy of the accommodation provider and/or service supplier carefully prior to making your reservation.

12. INTELLECTUAL PROPERTY

Information means all past, present and future information, including our services, the THPS web page(s) and the further development of the THPS webpage(s). This includes but is not limited to the content of the THPS web page(s), information related to all services THPS provides you with and all related email and/or other exchange information in a way related to our services, the THPS's business, affairs, marketing, operational plans and programs, new products, pricing, sales, financial, commercial and technical information, know how, practices, patents, trademarks, copyrights, trade secrets and all other information in any form, electronic or other form or medium, or which is produced from such information, including any services evaluations.

All intellectual property and other rights in THPS's property and any THPS Information, software, materials, information or data provided by THPS to you pursuant to the services THPS provides you with shall be and remain vested within THPS or its suppliers.

As a customer, you shall not take any actions, which could breach THPS's, its suppliers, any third party copyrights or other intellectual property rights. You shall be liable, and defend and hold harmless THPS from and against all claims, damages, losses, liability and expenses of any nature which may be sustained by or claimed against THPS by a third party arising out of your illicit use or exploitation of such third party's copyrights or other intellectual property rights.

13. YOUR DETAILS

By submitting registration details, you agree to allow THPS and companies associated with the platform to contact you regarding their services. If you do not wish to receive such communications please email info@thps.com. Information about our privacy policy is available on the portal website. Should you require more information on THPS, please visit www.thps.eu.

14. OTHER

These terms contain the entire agreement between you and THPS. If any provision of these terms is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions will continue in full force and effect as if the terms had been executed with the invalid, illegal or unenforceable provision omitted. Any express or implied waiver to perform any obligations under these terms will not prevent the subsequent enforcement of them. Belgian law shall govern these terms and you hereby irrevocably submit to the exclusive jurisdiction of the Belgian courts. Nothing in this clause shall limit THPS right to take proceedings against you in any other court of competent jurisdiction. By accessing, browsing and using our platform and/or services - and/or by completing a reservation, you acknowledge and agree to have read, understood and agreed to the terms and conditions set out above (including the privacy statement).

If you have any questions about these Terms & Conditions, please contact info@thps.com
If you prefer, you can send a letter to Aldenarda bvba, Barastreet 175, 1070 Brussels, Belgium. We are happy to assist you and answer any questions you might have.