

# Hof van Cleve's general terms and conditions for distance selling

## 1. HOF VAN CLEVE'S CONTACT DETAILS

Hof van Cleve  
Riemegemstraat 1  
BE-9770 Kruishoutem  
RLP / VAT-number: BE 0480.498.705  
Hereafter named "Hof van Cleve".

## 2. CONTENT AND TERMS OF THE AGREEMENT

§1 These general terms and conditions are applicable to every offer of Hof van Cleve and to every distance agreement concluded between the Customer and Hof van Cleve, through the website [www.hofvan-cleve.com](http://www.hofvan-cleve.com), through related websites where products and services of Hof van Cleve (like e.g. <http://www.reserveernu.be/>) can be bought or by telephone (hereafter called "distance sale"). This agreement can consist of the purchase of products and/or the reservation of services.

§2 These general terms and conditions have priority over the Customer's possible general purchase conditions of which the application is being explicitly excluded.

§3 The Customer can acquaint himself of the general terms and conditions by clicking the link on the website [www.hofvan-cleve.com](http://www.hofvan-cleve.com) or by clicking the link on the reservation and ordering page. These general terms and conditions are placed at the Customer's disposal in a durable medium (PDF) so that these remain unaltered when saved and/or printed. The Customer can therefore easily consult these terms and conditions later on. During the purchasing process, the Customer will be explicitly asked to declare he has read the general terms and conditions and that he accepts these without reservations. This can be done by means of ticking the intended checkbox.

§4 In case of distance selling by telephone, a link to these general terms and conditions will be included in the confirmation e-mail.

### 3. PRICES AND REALIZATION OF THE AGREEMENT

§1 The purchasing process will start as soon as the Customer confirms a reservation and/or places products in the shopping cart of the webshop. The agreement takes effect from the moment the Customer ticks the checkbox to accept these terms and conditions and consequently confirms his order and/or reservation.

§2 The products and services that the Customer can buy through the Internet are being described in an adequately detailed way, in the webshop or on [www.hofvancleve.com](http://www.hofvancleve.com), so that the Customer can assess the product or the service correctly. If the Customer is unsure of the service's content or the product that he wishes to buy through the Internet, it is his responsibility to obtain the necessary information from Hof van Cleve before placing the order.

§3 Great care is taken when displaying the prices on the website [www.hofvancleve.com](http://www.hofvancleve.com), yet possible errors do not bind Hof van Cleve as long as the distance purchase has not been concluded. Once the process of distance selling has been concluded, the prices shown in the order overview are the ones applicable. All offers are valid while supplies last.

§4 The offer price is not necessarily an all-in price. At the occasion, the Customer can order extra food, drinks or other options which will then be charged at standard prices.

#### 4. CANCELLATION PERIOD AND RIGHT OF WITHDRAWAL

§1 The Customer, in the capacity of natural person, has, in the event of a purchase for non-professional purposes, the right to inform the company of his wish to withdraw the purchase, without penalty and without giving any reason, within fourteen calendar days starting the day following delivery of the goods or conclusion of the service agreement and this to the extent authorized by law. If it comes to that, the Customer will only be charged with the direct costs of returning the goods.

§2 In each of the following cases, the Customer does not have the right to withdraw from the purchase:

- Services for which the provision has begun, with the explicit consent of the customer, before the cancellation period has expired.
- Goods made to the consumer's specifications or goods that are personal in nature.
- Goods which by reason of their nature cannot be returned.
- Goods which are liable to deteriorate or expire rapidly.

This means in concreto that in case of a purchase by distance means from Hof van Cleve, **the Customer does not have the right to withdraw from the purchase** in each of the following cases:

- The Customer makes the reservation or places the order in the capacity of Trader or for professional purposes.
- The Customer purchases a gift voucher of which the value has already been consumed at the time the Customer claims his withdrawal rights.
- The delivery contains perishable goods.
- The Customer orders/makes a reservation for a service less than fourteen calendar days in advance.

§3 If the Customer wishes to make use of his right of withdrawal, he should notify Hof van Cleve of this intention in writing during the cancellation period by sending his request to Hof van Cleve, Riemegemstraat 1, BE-9770 Kruishoutem or to [info@hofvanclave.com](mailto:info@hofvanclave.com).

## 5. ADVANCE PAYMENT AND CANCELLATION REGULATIONS

§1 When the distance sale for reservations is being concluded, it is likely the Customer will be asked for an advance payment of part of the amount or the full amount owed and to which the cancellation regulations apply.

§2 When an advance payment is required, the Customer will be informed of a due date subject to the time of ordering.

§3 If the advance payment is not received within the indicated period of time, Hof van Cleve has the right to unilaterally terminate the agreement and without further notice.

§4 When the Customer opts for an online payment, Hof van Cleve has the right to unilaterally terminate this agreement provided that the payment has not been done successfully within 30 minutes following confirmation of the purchase.

§5 In the event of a distance sale by telephone, the advance payment implicates that the Customer irrevocably accepts these regulations.

§6 The Customer will pay the balance (= total bill minus the advance payment) on the spot the day of his venue.

§7 **If the Customer cancels his order, the following cancellation regulations will be applied in order to possibly retrieve the advance payment:**

- **If the Customer makes a cancellation more than 30 calendar days (more than 60 calendar days for group reservations of 15 people or more) prior to delivery of the goods or services, he will receive a full refund of the advance payment.**
- **If the Customer makes a cancellation between 30 and 7 calendar days (between 60 and 14 calendar days for group reservations of 15 people or more) prior to delivery of the goods or services, he will receive a 50% refund of the advance payment.**
- **If the Customer makes a cancellation less than 7 calendar days (less than 14 calendar days for group reservations of 15 people or more) prior to the delivery of the goods or services, the advance payment will not be refunded, it will cover the administrative costs instead.**

**These cancellation regulations only apply to group reservations as of 8 people.**

**For less than 8 people the cancellation regulations of Chapter 6 – Confirmations and reminders will be applied.**

§8 Cancellations can only be made by telephone or by e-mail. Cancellations by SMS or by any other means will not be considered valid.

§9 When the advance payment needs to be (partially) refunded to the Customer, this will be done by means of a gift voucher.

**This refund is not valid anymore as from the second cancellation for the same reservation. The advance payment will cover the administrative costs instead.**

There is no interest due on advance payments.

## **6. CONFIRMATIONS AND REMINDERS**

§1 When placing an order and/or making a reservation, the Customer will always receive a confirmation e-mail, if a valid e-mail address has been communicated, and if desired a confirmation by SMS.

§2 The Customer will receive a reminder about the collection of the goods or the execution of the services by e-mail and/or SMS, except when the Customer has indicated that he does not wish to receive reminders.

§3 **The following precautions will be taken:**

- **The Customer should reconfirm his reservation 7 days prior to arrival (14 days prior to arrival for groups of 6 people or more).**
- **For groups of 6 people or more, the Customer will need to select a menu in advance (more information can be found under the “Menu” item on our website), this mainly for practical reasons towards the kitchen. The choice of menu will be served for all members of the Customer’s party. This choice needs to be communicated at the time of reconfirming the reservation.**
- **In the event of cancellation as from 48h prior to arrival, a fixed amount of € 100,- per person will be charged. The Customer who has paid an advance payment will not receive a refund of his advance payment.**
- **In the event of cancellation as from 24h prior to arrival, a fixed amount of € 150,- per person will be charged, except when the Customer has paid an advance payment for a group reservation as of 8 people. This Customer will not receive a refund of his advance payment (cf. Chapter 5 – Advance payment and cancellation regulations). The Customer who has paid an advance payment for less than 8 people will not receive a refund of his advance payment and he will pay the supplement.**
- **In the event of a “no show”, a fixed amount of € 200,- per person will be charged, except when the Customer has paid an advance payment for a group reservation as of 8 people. This Customer will not receive a refund of his advance payment (cf. Chapter 5 – Advance payment and cancellation regulations). The Customer who has paid an advance payment for less than 8 people will not receive a refund of his advance payment and he will pay the supplement.**

- **If the Customer does not reconfirm his reservation, this will be considered as a cancellation, consequently above-mentioned regulations will apply.**
- **When the Customer concludes the reservation, he consequently agrees with the above-mentioned regulations and gives Hof van Cleve the irrevocable authorization to deduct these compensations from the mentioned credit card or by means of invoicing.**

§4 The Customer cannot choose not to receive payment reminders in case the advance payment was not paid directly online.

§5 For technical reasons, the delivery of confirmations and/or reminders by e-mail and/or SMS from Hof van Cleve can never be 100% guaranteed. The Customer can never state that the event of not receiving a confirmation or reminder is the reason for his cancellation of the agreement. In the event of not receiving a confirmation or reminder, the Customer can always contact Hof van Cleve with the request to forward these documents once again.

## **7. APPLICABLE LAW AND LIABILITY**

§1 The present agreement is subject to Belgian law only.

§2 Occurring disputes are subject to the exclusive jurisdiction of the courts of Ghent.

§3 The Customer who makes the reservation or places the order, will be held responsible by Hof van Cleve.

§4 EU-platform for alternative dispute resolution: [ec.europa.eu/consumers/odr](https://ec.europa.eu/consumers/odr)

The Customer can use this site to make a complaint about a good or service bought over the internet and find a neutral third party (“dispute resolution body”) to handle the dispute. The Customer can only use this site if he lives in the EU.