



# Brûly-de-Pesche 1940

The general conditions of sale define the legal framework in which any reservation takes place. Read them carefully.

## Art. 1. Identification, definitions and scope of the general conditions of availability

### 1.1. Provider identification

The Caves of Neptune. Is an activity managed by the ASBL Office Communal du Tourisme Couvinois, established in Belgium, at rue de la Falaise 3 - 5660 Couvin. reachable by phone at the number +32 (0) 60/311954. by email via the address [info@grottesdeneptune.be](mailto:info@grottesdeneptune.be) .. the ASBL Office Communal du Tourisme Couvinois is registered with the VAT under the number BE419.658.325 and is registered with the Carrefour Banque des Entreprises under the number BE0419.658.325.

### 1.2. Definitions

We hear by :

"Customer": the customer who books a service made available by the Service Provider, on the Website;

" Terms and conditions " :these general conditions of provision;

"Reservation": the provision contract which binds the service provider to the Customer at the end of the reservation procedure, including the General Conditions and the specific conditions of access to the activity;

"service provider": the natural or legal person (or his representative) who owns the activity made available to the Client

"service": activity made available by the service provider and bookable by the customer, namely online ticket purchase / sale contracts booked through the website

### Scope

The General Conditions govern the contractual relations that the service provider establishes with the Customer. They are an essential element of the Contract. Consequently, these conditions can only be waived if the provider has given its prior written consent. Therefore, the Customer can in no way claim the application of its own general conditions, whatever they may be. If the Customer wishes to deviate from the General Conditions, he must make an express request prior to the conclusion of the Contract. In this case, however, the General Conditions will remain applicable in a supplementary manner.

## Art. 2. Purpose and acceptance of the General Conditions

## 2.1. Object

The general conditions of sale are applicable to all services and all online ticket purchase / sale contracts concluded through the website.

## 2.2. Acceptance

Any reservation made by the client assumes that he has read and expressly accepted the general conditions, even though he has not affixed a handwritten signature on these conditions.

The Client and the service provider agree that the confirmation of the reservation by the Client is final, when he clicks on the button "I accept the conditions ...". In doing so, he declares that he has read and accepted the general conditions of provision as well as the specific conditions. He confirms his reservation and pays ". This constitutes an electronic signature which has, between the parties, the same value as a handwritten signature. This electronic signature therefore expresses the customer's consent to the service provider's offer, on the one hand, and its acceptance of the general conditions, on the other hand.

## Art. 3. Means of electronic evidence

Within the framework of their relations, the customer and the service provider accept electronic means of proof, such as electronic mails (e-tickets) and registrations within electronic systems.

## Art. 4. Payment

Any reservation by the website will be subject to full payment for the service and will be subject to the issuance of e-tickets.

## Art. 5. Conditions of use

The customer undertakes to use tickets or subscriptions purchased online only under the conditions defined in the offer. In particular, they can only be used for services within the period of validity included therein.

However, following the weather conditions or as a result of insufficient performance capacity recognized by the service provider, consideration should be given to possible waiting periods or even outright postponements.

The provider insists that it is sometimes impossible to guarantee the performance of the service at a time or even on a pre-programmed date.

As far as possible, the service provider will offer a replacement date or, in the event of forced cancellation, undertakes to reimburse the entire service.

No additional withdrawal can however be claimed.

The service provider is authorized to request proof of identity, or the card giving the right to a reduction, from any person wishing to use a reduced-rate ticket and from any person holding a subscription.

## Art. 6. Refund policy

As of their purchase by the client, the ticket (s) cannot be exchanged, resold or refunded. In any event, a ticket purchased will not give rise to a refund, even in the event that the ticket has not been used by the customer during its period of validity except for what is stated in the article 5.

## Art. 7. Liability

The client must behave as a normally prudent, diligent man and adapt his behavior to the circumstances.

If it is a physical activity, the client must be in good health and not suffer from any affection or contraindication to the exercise of the said service.

The customer undertakes to comply with the safety instructions given by the service provider and his staff or displayed on the operating site.

The customer may be refused the execution of the activity for reasons attributable to him such as:

- Thenon-compliance with the provider's regulations,
- Non-observance of the instructions and recommendations of the service provider and his collaborators
- Endangering one's own security or that of third parties.

In this context, the service provider declines all responsibility in the event of an accident

## Art. 8. Protection of privacy

The service provider undertakes to comply with the legal rules concerning the respect of private life and the protection of personal data.

## Art. 9. Applicable law and competent court

Any dispute relating to online purchase / sale contracts on the website is governed by Belgian law.

Any disputes or disputes that cannot be resolved amicably will be subject to the jurisdiction of the courts of the judicial district of the place where the activity is located. jurisdictie van de rechtbanken van het gerechtelijk arrondissement van de plaats waar de activiteit zich bevindt.