

Terms and Conditions Aqua Heaven

Art. 1 Content of the contract

§1 These terms and conditions apply for the contracts between the owner – Aqua Heaven SPRL, Nerviersstraat 37, 3000 Louvain / Leuven (bank account number KBC: IBAN BE23 4326 1787 5191; BICC/swift: KREDBEBB) or Aqua Heaven BXL SPRL, Indringingsweg 1B, 1800 Vilvoorde, (bank account number ING: IBAN BE85 3350 5704 1706, BICC/swift: BBRUBEBB) (there for : 'Aqua Heaven') regarding the rental of the rented unit – and the tenant (there for: 'the client/ the customer'). With this agreement Aqua Heaven guarantees to provide the customer the personal use of its rooms for a certain time and a certain price.

§2 Each unit disposes of the following accommodations: swimming pool, sauna, Turkish bath, Jacuzzi, warm and cold showers, relaxation area, minibar and decoration.

§3 A reservations (or an update) can only be made by phone or online. We do not accept any booking, updating or cancelation by mail.

Art. 2 Price/Costs

§1 The owed amount shall be fully paid by the customer before entering the rented chamber except for a contrary agreement.

§2 The price varies/ oscillates depending on the number of persons and hours for which a chamber is being rented/booked. Apart from a different agreement between Aqua Heaven and the client, the following prices are to be applied for all persons above the age of 12:

-Prices to be applied for Aqua Heaven Leuven, Nervierstraat 37, 3000 Leuven:

Exotic and Roman

# pers.	2 hours (euros)	1 pers. 2 hours	additional hour (€)	3 hours (euros)	1 pers. 3 hours	4 hours (euros)	1 pers. 4 hours	5 hours (euros)	1 pers. 5 uren
2	124	62,00	46	170	85,00	216	108,00	262	131,00
3	165	55,00	60	225	75,00	285	95,00	345	115,00
4	200	50,00	72	272	68,00	344	86,00	416	104,00
5	230	46,00	80	310	62,00	390	78,00	470	94,00
6+7	246	41,00	90	336	56,00	426	71,00	516	86,00
8+9	288	36,00	104	392	49,00	496	62,00	600	75,00
10+11	320	32,00	120	440	44,00	560	56,00	680	68,00
12+13	348	29,00	132	480	40,00	612	51,00	744	62,00
14+15	364	26,00	140	504	36,00	644	46,00	784	56,00
16+17	384	24,00	144	528	33,00	672	42,00	816	51,00
18+19	414	23,00	153	567	31,50	720	40,00	873	48,50
> 20	440	22,00	160	600	30,00	760	38,00	920	46,00

Mosaik

# pers.	2 hours (euros)	1 pers. 2 hours	additional hour (€)	3 hours (euros)	1 pers. 3 hours	4 hours (euros)	1 pers. 4 hours	5 hours (euros)	1 pers. 5 uren
2	109	54,50	40	149	74,50	189	94,50	229	114,50
3	150	50,00	50	200	66,67	250	83,33	300	100,00
4	180	45,00	60	240	60,00	300	75,00	360	90,00

Color

# pers.	2 hours (euros)	1 pers. 2 hours	additional hour (€)	3 hours (euros)	1 pers. 3 hours	4 hours (euros)	1 pers. 4 hours	5 hours (euros)	1 pers. 5 uren
2	100	50,00	38	138	69,00	176	88,00	214	107,00
3	135	45,00	48	183	61,00	231	77,00	279	93,00
4	160	40,00	58	218	54,50	276	69,00	334	83,50

--Prices to be applied for Aqua Heaven Brussels, Indringingsweg 1B, 1800 Vilvoorde:

# pers.	2 hours (euros)	1 pers. 2 hours	additional hour (€)	3 hours (euros)	1 pers. 3 hours	4 hours (euros)	1 pers. 4 hours	5 hours (euros)	1 pers. 5 uren
2	130	65,00	48	178	89,00	226	113,00	274	137,00
3	174	58,00	63	237	79,00	300	100,00	363	121,00
4	212	53,00	76	288	72,00	364	91,00	440	110,00
5	245	49,00	85	330	66,00	415	83,00	500	100,00
6+7	264	44,00	96	360	60,00	456	76,00	552	92,00
8+9	320	40,00	112	432	54,00	544	68,00	656	82,00
10+11	360	36,00	130	490	49,00	620	62,00	750	75,00
12+13	396	33,00	144	540	45,00	684	57,00	828	69,00
14+15	420	30,00	154	574	41,00	728	52,00	882	63,00
16+17	448	28,00	160	608	38,00	768	48,00	928	58,00
18+19	468	26,00	180	648	36,00	828	46,00	1008	56,00
> 20	500	25,00	180	680	34,00	860	43,00	1040	52,00

§3 For the bookings placed on a working day before 6 pm, you get a 15€ discount.

If you make the booking yourself online, you get an extra 5€ discount.

§4 For all children under the age of 5, the entrance is free.

The children with ages between 5 and 12 will be charged as it follows:

- 1) 25€/child for 2 hours
- 2) 30€/child for 3 hours
- 3) 35€/child for 4 hours

Art.3 Advance/Down payment

§1 The agreement will take place only by making a down payment after making an reservation.

The down payment summons up to 50% of the amount due, based on the charges from article 2.

§2 If there are more than 7 days until the reservation is scheduled, the client is obligated to make the down payment within the 3 days, counting from the day the reservation was made.

§3 If there are less than 7 days until the reservation is scheduled, the client is obligated to make the down payment by the end of the day the reservation was made.

§4 Our clients can choose between 3 different ways to pay the advance/make the down payment :

- 1) Bank transfer to the account number mentioned at article 1§1
- 2) On the spot, in cash or by card
- 3) Online, on our website www.aquaheaven.eu using a credit card or a debit card

§5 If one find itself in the situation mentioned at article 3§3 and if the client chooses to pay by bank wire/wire transfer, he engages himself to send a proof of payment by fax at 016 295 113 (for Leuven) 02 270 17 55 (for Vilvoorde) or by mail at info@aquaheaven.be (for Leuven) info@aquaheavenbvl.be (for Vilvoorde).

§6 In any case, the down payment must be made before the beginning of the sauna session. Aqua Heaven reserve its right to unilaterally cancel the reservation, without any compensation in case the client breaks any of the terms listed above.

§7 Aqua Heaven does not refunds the down payment, except for the following situations:

- 1)The down payment already made has not yet been received on Aqua Heaven's bank account and no payment proof has be sent before the beginning of the sauna session, case in which the client had to pay (once again) full amount;
- 2)Aqua Heaven must unilaterally cancel or modify the reservation due to a technical failure .

§8 The client shall have his down payment refunded charge free/ cost free within the 60 days counting from the date the advance/down payment was received. In case the down payment was made using a credit card, Aqua Heaven shall refund the remaining balance after deducting the Bank Card Company fees, fees which are applied to the total amount paid.

§9 Aqua Heaven reserve its right to unilaterally cancel a reservation if according to its database a client has faultily made more than one booking without a making a down payment.

§10 If at the end of the sauna session the client refuses to pay, an interest of 12% will be applicable as of right and without any notice, as well as a unique 10% fee from the total amount due.

§11 By paying an advance/making a down payment, the client expresses his agreement to these terms and conditions, which can also be consulted at www.aquaheaven.eu/public/termsandsonditions.pdf.

Art.4. Cancellation

§1 If the client cancels the agreement within 24 hours prior to the reservation, an administration fee of 50% from the total amount due, will be applied to the down payment. The client cannot, under any circumstances, invoke major force excuses (for instance: accidents, bad weather, illness, death, impediments, ...)

§2 If the client cancels the agreement within minimum 24 hours (more than 24 hours) prior to the reservation, the down payment will be put on the client's account so that he could have the chance of using this money for a future reservation in Aqua Heaven. This balance can only be used in the same branch it was paid.

§3 If the client passes his spot (reservation) on to one of his acquaintances for making a new booking replacing the old one, the §1 and §2 are no longer applicable.

§4 Aqua Heaven can cancel the agreement only in major force cases caused by a technical failure. The client will then have the choice between being reimbursed or to have his down payment put on his account for a future reservation.

§5 Any down payments remain valid for a period of 2 years counting whether from the value date of a bank transfer or the date the down payment was made, in cash or by card, at the front desk in Aqua Heaven.

Art.5. Duties of Aqua Heaven

§1 Aqua Heaven is committed to provide its clients the calming ambient of the entire chamber including all of its accommodations.

§2 Only in unique cases when the accommodations (Jacuzzi, swimming pool, sauna, Turkish bath or showers) show a serious breach and if the affected accommodations are not usable during more than half of the sauna session, Aqua Heaven will offer its clients a discount of maximum 15 euros. By serious breach it is understood: the technical failure of one of the accommodations in such sort that the use of it in the purpose it was intended is inadequate. The client must immediately signal the front desk for any failures or malfunctions.

Art.6. Duties of the client

§1 After making a reservation the client shall receive a confirmation e-mail. The client must immediately contact Aqua Heaven if the details of his reservation don't correspond to the agreement made by phone or in case he doesn't receive the e-mail.

§2 The client must fill in all identity details marked with an (*) on this contract before the beginning of the sauna session. Aqua Heaven reserves its right to check these information by scanning the client's identity card. If the client refuses to fill in all requested information, Aqua Heaven reserves its right to refuse the reservation.

§3 By approving these terms, the client declares himself solidary and entirely responsible for any damages and debts arising from this agreement.

§5 The client commits to arrive 15 minutes prior the reservation in order to read this agreement. He has to, however, strictly comply to the beginning time of the session according with Aqua Heaven's schedule. The non-compliance to this rule does not have any influence on the ending time of the sauna session and it most absolutely doesn't give any right to claim compensations. Major force cases on the behalf of the client are expressly excluded and don't give, under any circumstances, the right to be reimbursed.

§6 The client commits to respect the ending time of the sauna session and to leave the unit at that specific time. In case of non-compliance to this rule, Aqua Heaves will charge the client with a fined of 15 euros for every 10 min past the scheduled ending time.

§7 The client is entitled to a properly cleaned and adequate unit, without any visible traces of defaults, unless he can prove us otherwise. If so, the client shall immediately contact the front desk at the beginning of the sauna session.

§8 The client must leave the unit in the same condition he has found it at his arrival, excepting of course the state resulted from the use of the chamber and its accommodations.

§9 It is absolutely forbidden for the clients to smoke indoors, to bring their own drinks, snacks or food and the use of electronic devices. The garbage(waste) must be placed in the trashcans placed in each one of our units. The non-compliance to one of these rules allows Aqua Heaven to charge its clients with a 50€ fined.

§10 It is forbidden to film or take pictures with the purpose of them being published without a written approvement from Aqua Heaven.

§11 During the sauna session, it is demandable to: use a towel in the sauna cabin, to take a shower after using the sauna cabin or the Turkish bath and before entering in the swimming pool, to lie down dry in the seats, to respect general hygiene, to eat at the table, to press the red alarm button in case of danger, to report any caused damage ant to compensate it.

Jumping or diving into the swimming pool or Jacuzzi is also forbidden, as well as bringing pets into the units.

Art.7. Gift vouchers

§1 Aqua Heaven gift vouchers are valid only in the branch they have been purchased and they represent a certain value or a package of services.

§2 Our gift vouchers are valid for a period of 12 months from the date of purchase. They are not refundable and cannot be prolonged.

§3 The entirety of the gift voucher is to be used during the sauna session. A change of goods and services is possible in consultation with the staff of Aqua Heaven.

Art.8. Theft, liability/responsibility, drunkenness, behavior, security and health

§1 Aqua Heaven reserves its right to deny the access to its units and accommodations to drunk clients or those with an inappropriate behavior, to clients who can endanger their own safety and health or that of others. We also reserve our right to remove them off our property and charge them with a 50€ fined.

§2 In case of insubordination or theft, Aqua Heaven shall immediately alert the police.

§3 Aqua Heaven is not to be hold responsible for accidents, loss of objects or any other kind of damage unless it was caused by the failure of our system. It is the clients responsibility to lock the door behind him.

§4 In case of danger, the staff of Aqua Heaven can at all times enter the unit during the sauna session, even if the client did not agreed to this.

§5 Aqua Heaven reserves its right to demand its clients one or more identity cards per sauna session and digitally scan them.

Art.9. Groups over 6 persons

§1 Aqua Heaven reserves its right to enter, during the sauna session, in a unit which is being occupied by more than 6 persons to make sure that all terms mentioned in this contract are being respected. Aqua Heaven can take the ultimate decision following this control and must not justify itself to the client.

§2 Aqua Heaven reserves its right to charge its clients 100€ for every rule they break.

§3 Aqua Heaven reserves its right to put an end to the sauna session at any time if the terms are being broken without any refunding or compensation.

Art.10. Competent law and jurisdiction

§1 All these terms are applicable to all agreements dated from 2011 forward.

§2 Only the Belgian Law is applicable for this agreement.

§3 In case of complaints, the relevant courts are those situated in the legal district of Turnhout, specifically the trial court of Turnhout or the peace justice of the Westerlo canton, depending on the presented case.

§4 The client who made the reservation will be held responsible by Aqua Heaven.
