

1. GENERAL

- 1.1. These general terms and conditions apply to all agreements with Waer Waters and to any use of the Facilities of Waer Waters. Unless proven otherwise, these terms and conditions are accepted by the Customer simply by entering into an agreement or by using the Facilities.
- 1.2. Definitions: The following definitions apply to the general terms and conditions and any other document issued by Waer Waters:
 - "Waer Waters"**: The concept of the private company Advance, located at 1702 Groot-Bijgaarden (Dilbeek), Rodenberg 21, with company number 0890.943.218 (RPR Brussels).
 - "The Complex"**: The entire site located at 1702 Groot-Bijgaarden (Dilbeek), Rodenberg 21, consisting of the parking lot, wellness facilities, gym, hotel, and restaurants.
 - "Facilities"**: The wellness area, treatments offered, gym, hotel, and restaurants located at the Complex.
 - "Visitor"**: Any natural person who uses the Facilities and services offered by Waer Waters at the Complex.
 - "Customer"**: Any natural or legal person who uses or wishes to use the products and/or services of Waer Waters, or any person who has shown interest in the products and/or services of Waer Waters.
 - "The Service"**: Any service offered by Waer Waters in its Facilities, such as but not limited to: hotel stays, beauty treatments, facial and body treatments, group classes, personal coaching, events, dietary advice, experiences, etc.
 - "No-Show"**: Any reserved Service or hotel stay where the Customer is not present at the agreed time.
 - "The General Terms and Conditions"**: These general terms and conditions.
 - "The Membership Terms"**: The specific conditions related to subscriptions, which supplement the General Terms and Conditions.
 - "The House Rules"**: The code of conduct for Visitors when entering the Complex and using the Facilities, which supplement the General Terms and Conditions and the Membership Terms.
- 1.3. Waer Waters reserves the right to unilaterally change the General Terms and Conditions, the Membership Terms, and the House Rules at any time (hereafter referred to as the 'Change'). Changes take effect on the first day of the month following the announcement of the Change. The latest version supersedes all previous versions. In case of conflict, only the latest version is valid.
- 1.4. All obligations of Waer Waters are obligations of means and can never be interpreted as result obligations of any kind.
- 1.5. All offers of Facilities and/or products made by Waer Waters are non-binding and "while supplies/capacity last" and can be withdrawn by Waer Waters at any time, even if the end date has not yet passed. We reserve the right to change, expand, or limit our range of Facilities and/or products at any time.

2. RESERVATIONS

- 2.1. Certain Facilities (such as beauty treatments, massages, packages, wellness, fitness classes, personal coaching, nutritional advice, etc.) can only be used with prior reservation. If applicable, this will be indicated on our website, in our brochures, newsletters, and offers.
- 2.2. Reservations can be made via email or through the website. We reserve the right to request full or partial prepayment at the time of reservation. Reservations are only final when we confirm them by email, possibly after receiving the requested prepayment.
- 2.3. Groups within the wellness area are limited to 4 persons. Reservation requests for groups of more than 4 persons must be made in writing through the contact form on the site <https://www.waerwaters.com/en/contact/>. Waer Waters reserves the right to refuse access to groups of more than 4 persons. If the Customer(s) has/have made several online reservations but Waer Waters finds that they belong to a group of more than 4 persons, Waer Waters has the right to deny the group access, without the Customer or Visitors being entitled to any refund or compensation.
- 2.4. All reservations made by an intermediary (travel agencies, other sauna, beauty, hospitality businesses, etc.), whether in the name of the final Customer(s) or not, are considered to be made on behalf and at the risk of these intermediaries. These intermediaries are jointly responsible for fulfilling the obligations of the agreements made. Waer Waters owes no compensation, commission, or fees to intermediaries unless otherwise explicitly agreed in writing.
- 2.5. Packages are a bundled offering and cannot be customized. The packages are not cumulative with other promotions or discounts.

3. CANCELLATION AND NO-SHOW

- 3.1. A reserved wellness access can be cancelled free of charge at any time.
- 3.2. A reserved beauty treatment (such as, but not limited to, massages, body treatments, facial treatments, etc.) can be cancelled free of charge up to 10:00 AM on the day before the scheduled treatment.
- 3.3. A reserved wellness package (without hotel stay) with a beauty treatment can be cancelled free of charge up to 10:00 AM on the day before the scheduled visit. If cancelled after 10:00 AM on the previous day, the beauty treatment will be charged at the current à la carte price of the beauty treatment. The difference between that price and the total price of the package will be refunded by Waer Waters to the Customer.
- 3.4. A reserved hotel stay can be cancelled free of charge as follows:
 - 3.4.1. Limited booking (1 to 2 rooms): free cancellation up to 10:00 AM on the second day before the stay.
 - 3.4.2. Limited group booking (3 to 6 rooms): free cancellation up to 10:00 AM on the seventh day before the stay.
 - 3.4.3. Standard group booking (7 to 15 rooms): free cancellation up to 10:00 AM on the fourteenth day before the stay.

3.4.4. Standard group booking (more than 15 rooms): free cancellation up to 10:00 AM on the thirtieth day before the stay.

If cancelled after the free cancellation period for a hotel stay, the current à la carte price of the hotel stay will be charged.

3.5. A reserved hotel package consisting of a hotel stay and beauty treatment can be cancelled free of charge as follows:

3.5.1. Regarding the hotel stay: in accordance with the provisions above in 3.4

3.5.2. Regarding the beauty treatment: in accordance with the provisions above in 3.2

If cancelled after the free cancellation period for the hotel stay or beauty treatment, the current applicable price of the hotel stay or beauty treatment à la carte, or both, will be charged. The difference between the applicable à la carte price and the total price of the package will be refunded by Waer Waters to the Customer.

3.6. All cancellations must be made in writing through the contact form on the site <https://www.waerwaters.com/en/contact/>

3.7. In case of timely cancellation, Waer Waters will refund any prepayments in full to the Customer.

3.8. In case of late cancellation or a No-Show, Waer Waters reserves the right to charge a cancellation fee equal to the sales price of the reserved Service or hotel stay. In the case of late cancellation or a No-Show, any prepayment will nonetheless remain definitively and irrevocably acquired by Waer Waters as a cancellation fee. The Customer shall have no right to a refund in such cases.

3.9. Waer Waters reserves the right to cancel a reserved Service or hotel stay. If Waer Waters cancels a reservation, the Customer will be refunded any advance payments or fees already paid. The Customer has no right to any other compensation or reimbursement in the event of cancellation by Waer Waters.

4. AMENDMENT OF RESERVATIONS

4.1. A reservation may only be amended free of charge as long as the free cancellation period, as set out in Article 3, has not yet expired.

4.2. An amendment to a reservation shall mean any full or partial modification of the reserved Services, including, but not limited to, a reduction or increase in the number of persons, a change to the date, time, duration, selected package, or any other element of the reservation.

4.3. If an amendment is made after the expiry of the free cancellation period, such amendment shall under no circumstances give rise to a refund. Any price difference may only be used towards the purchase of Services or products within the framework of the same reservation, and no later than the end of that reservation. Any amount not used or set off by the end of the relevant reservation shall automatically lapse.

- 4.4. Any amendment to a reservation is always subject to the availability of the relevant Services and products at the time the amendment is requested. Waer Waters cannot guarantee that the products, packages or Services originally reserved will still be available at that time or will still form part of its offering.

5. SETTLEMENT AND PAYMENT

- 5.1. Payments at Waer Waters can be made on-site in cash, by debit card, or credit card. For safety reasons, Waer Waters reserves the right to refuse large denominations of cash.
- 5.2. Facilities that have not been reserved and prepaid in advance must be paid immediately after the visit on the same day.
- 5.3. In the event of full or partial non-payment of a reservation, a service, or a product provided by Waer Waters, the customer will be contacted by our financial department in accordance with an internal reminder and follow-up procedure.
- 5.4. After several unanswered reminders, Waer Waters reserves the right to apply administrative fees for each additional reminder sent to the customer.
- 5.5. If payment remains outstanding despite the reminders, Waer Waters reserves the right to transfer the file to a bailiff or an external debt collection agency.
- 5.6. All collection costs (including fees, administrative charges, and statutory interest) will be entirely borne by the customer, in accordance with applicable Belgian legal provisions.
- 5.7. In the event of a dispute or non-payment, Waer Waters may suspend or refuse any new reservation until all outstanding amounts have been fully settled.

6. GIFT CARDS

- 6.1. Gift cards can be ordered and paid for in the following ways:
- At reception: the gift card will be handed over immediately after payment.
 - Through the website: the gift card will be sent by email immediately after payment.
- 6.2. The expiration date of the gift card is stated on the card. If the gift card is valid for a specific period (without the exact expiration date being specified), the period is calculated from the date of issue of the gift card, and the last day of the period is considered the expiration date. After the expiration date, the gift card can no longer be redeemed, and no financial or other compensation will be offered.
- 6.3. If the full amount of the gift card is not used, the remaining balance will be retained on the gift card.
- 6.4. A gift card is not redeemable for cash.

- 6.5. The purchaser of the gift card bears full responsibility for the management and use of the card and its associated unique code. A gift card is considered a value document: in the event of loss, theft, misuse or already redeemed codes, Waer Waters cannot be held liable, nor will the card be replaced or refunded. When our system indicates that a gift card has already been redeemed, this constitutes conclusive proof of use.

7. ONLINE PURCHASES

- 7.1. In the case of distance purchases (for example, but not limited to, the purchase of gift cards via the website) made by a consumer (within the framework of the Belgian Code of Economic Law) (hereinafter the “Consumer-Customer”), this Consumer-Customer has the right to withdraw from the purchase up to 14 calendar days after the date of purchase, without providing any reason. To exercise this right of withdrawal, the Consumer-Customer must inform Waer Waters in writing of their decision to withdraw, via an unambiguous declaration. The Consumer-Customer may use the model form available on the Waer Waters website at <https://www.waerwaters.com/en/general-conditions>, but is not obliged to do so. If the Consumer-Customer already makes use of the purchase during the 14-day withdrawal period, the right of withdrawal lapses. With regard to gift cards, the right of withdrawal always expires for any part that has already been used during the aforementioned 14-day period.
- 7.2. In the event of a timely and valid withdrawal, Waer Waters will reimburse the Consumer-Customer for all amounts received in connection with the purchase, including any delivery costs, within 14 days of the day it was informed of the withdrawal. Waer Waters will make the refund using the same payment method used by the Consumer-Customer.
- 7.3. The Consumer-Customer shall return the purchased goods at their own expense within 14 days following their withdrawal. In the event of withdrawal of gift cards, the Consumer-Customer undertakes to destroy the withdrawn gift cards at their own expense.
- 7.4. The exceptions for which the right of withdrawal cannot be applied, in accordance with Article VI.53 of the Belgian Code of Economic Law, apply in full.

8. CHILDREN AND MINORS

- 8.1. Visitors to the Facilities are allowed from the age of 18. Minor visitors are allowed from the age of 16, provided they are always accompanied by at least one adult.
- 8.2. The adult accompanying the minor is considered their responsible party in accordance with Article 6.12 of the Civil Code.
- 8.3. If a Waer Waters employee suspects that the above-mentioned age limits have not been met, Waer Waters reserves the right to verify the age of the involved individuals and, if necessary, deny access to the Facilities.

9. LIABILITY

- 9.1. All Facilities comply with the applicable standards and guidelines and are maintained with the utmost care.
- 9.2. The use of the Facilities is entirely at the Visitor's own risk. Waer Waters denies any liability for damage arising from health risks.
- 9.3. Waer Waters cannot be held liable for any accidents occurring in the Facilities, on the Complex, or on the access roads to the Facilities.
- 9.4. Waer Waters is not responsible for damage to or loss of personal belongings of Visitors, including vandalism, theft, unlawful use, or consumption.
- 9.5. Waer Waters' liability is limited to cases of intent or gross negligence. Waer Waters' liability is, at all times, limited to foreseeable, personal, and direct damage to the Client and/or Visitor. In no case is Waer Waters liable for indirect, incidental, or consequential damage of any kind.
- 9.6. The client and/or visitor cannot bring any direct claim against the directors, employees, appointees or other collaborators of Waer Waters. They cannot be held personally liable for any damage or loss, except in cases of fraud, intentional misconduct or gross negligence.
- 9.7. The Client can, contrary to Article 6.3, §1 of the Civil Code, only hold Waer Waters accountable based on the Agreement and in no event on an extracontractual basis, even in the case of criminal offenses.

10. FORCE MAJEURE

- 10.1. Waer Waters cannot be held liable for any delay or failure in performance if such delay or failure is due to force majeure.
- 10.2. Force majeure includes all circumstances beyond the control or action of Waer Waters that make (timely) performance of the agreement reasonably impossible, regardless of whether these circumstances were foreseeable at the time of entering into the agreement.
- 10.3. In the event of force majeure, Waer Waters' contractual obligations are suspended, without the Client having the right to claim damages or any other compensation. If the period of force majeure lasts longer than 1 month, and Waer Waters is thereby unable to fulfill its contractual obligations, both Waer Waters and the Client are entitled to terminate the agreement, without any obligation to provide compensation or any other form of recompense.

11. MEMBERSHIP TERMS (SPORT FACILITIES AND SERVICES)

Membership is available in the form of a Subscription. These Subscriptions are subject to the current General Terms and Conditions as well as specific membership terms. These membership terms are available on the website under the title Conditions of Membership (www.waerwaters.com/en/general-conditions).

12. HOUSE RULES

- 12.1. Certain house rules apply when using the Facilities. These house rules are available on the website under the title house rules (www.waerwaters.com/en/general-conditions) and are posted in various places within the Complex. A copy of our house rules is also available upon request from one of our staff members at the reception.
- 12.2. These house rules aim to ensure privacy, safety, peace, and hygiene at all times for all our Visitors when using the Facilities. By using the Facilities, the Visitor agrees to behave in accordance with these house rules.
- 12.3. Anyone visiting the Complex is assumed to have read the house rules beforehand.
- 12.4. The staff of Waer Waters will strictly enforce the compliance of these house rules. Instructions from our staff must always be followed promptly.
- 12.5. Any failure to respect our house rules or causing any form of disturbance will result in the immediate requirement to leave the Complex. In such cases, Waer Waters will ask the Visitor to immediately end their visit, pay for the consumed and/or reserved products and services at the reception, and leave the Complex. If the Visitor does not leave voluntarily, Waer Waters will deny access to the Complex, without any refund or compensation. Waer Waters reserves the right to have visitors who do not comply with the house rules removed from the Complex by the police. In such cases, Waer Waters has the right to deny the Visitor access to the Complex and Facilities for an indefinite period.
- 12.6. Additionally, Waer Waters reserves the right to temporarily exclude Clients and Visitors who are under police supervision from the Complex.

13. NULLITY AND WAIVER

- 13.1. If it is deemed that any provision of these General Terms and Conditions, Membership Conditions, or House Rules is wholly or partially invalid, void, or unenforceable, this will not affect the other clauses and provisions of these terms. The invalid, void, or unenforceable clause will be replaced by a valid and enforceable version.
- 13.2. The fact that Waer Waters does not invoke a provision of these General Terms and Conditions, the Membership Conditions, or the House Rules at any given time, in response to a breach by the Visitor and/or Client, should not be interpreted as a waiver by Waer Waters of that provision for future breaches.

14. APPLICABLE LAW AND COMPETENT COURT

- 14.1. All agreements between the Client and Waer Waters, any access to the Complex, and any use of the Facilities shall be governed by Belgian law.
- 14.2. For all disputes, only the courts located in the jurisdiction of the registered office of Waer Waters will be competent.

15. PROCESSING OF PERSONAL DATA AND PRIVACY POLICY

For more information on how Waer Waters processes personal data, please refer to the privacy policy, which is available on the website (www.waerwaters.com/en/general-conditions). A copy of the privacy policy is also available upon request from one of our staff members at the reception or via the contact form on the website <https://www.waerwaters.com/en/contact/>