

General Terms and Conditions - Bastion Holding B.V.

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Article 1. Definitions

In these General Terms and Conditions, as well as in all offers, agreements or conclusions of agreements to which these General Terms and Conditions apply, the defined terms below shall have the following meaning:

1.1. Bastion Hotels: all of the branches of the private limited company Bastion Holding BV in the Netherlands and abroad, as well as all its affiliate and subsidiary companies and undertakings, by whatever name.

1.2. Services: "Services" shall mean, in the broadest sense, the provision of accommodation and/or halls/rooms and/or food and/or beverages, as well as the performance of all related activities and/or services, by Bastion Hotels.

1.3. Guest: the person(s) to whom Bastion Hotels is to provide the Services on the grounds of an agreement that has been concluded with a Customer. Wherever the term "Guest" is used in these terms and conditions, this term shall also refer to the person(s) accompanying the Guest. Unless expressly provided otherwise, the term "Guest" or "Customer" shall be understood to refer to both Guest and Customer.

1.4. Customer: the natural person or legal entity who has concluded an agreement with Bastion Hotels regarding the provision of Services. The term "Customer" shall also be understood to mean any intermediary who has concluded an agreement for the purpose of the provision of Services, whether or not in the name of their customers. In these terms and conditions, a natural person not acting in the course of a trade, business or other undertaking may also be referred to as a "Consumer".

1.5. Hotel Agreement: the agreement concluded between Bastion Hotels and a Customer, in which Bastion Hotels agrees to provide Services for the benefit of the Customer and/or Guest(s) against payment therefor by the Customer or Guest. Wherever the term "Hotel Agreement" is used in these terms and conditions, this term shall be understood to include any other agreement to which these terms and conditions apply. These terms and conditions shall also apply to Customers who have entered into a Hotel Agreement through the services of an intermediary.

1.6. Online Reservation: a Reservation made by means of the reservation form available on the website of Bastion Hotels (www.bastionhotels.nl, www.bastionhotels.com, www.bestwesternschipholairport.nl) in order to conclude a Hotel Agreement. Online Reservations made through other websites (websites of intermediaries) may be subject to other conditions and do not fall under the Online Reservations as defined in these terms and conditions.

1.7. Reservation: the written Hotel Agreement entered into by the Customer and Bastion Hotels specifying the term of the agreement as well as the conditions for the implementation of the agreement.

Article 2. Scope

2.1. These General Terms and Conditions apply to all offers, agreements and conclusions of agreements to which Bastion Hotels is a party.

2.2. Offers, agreements and conclusions of agreements which derogate from these General Terms and Conditions will not be valid unless explicitly agreed upon with Bastion Hotels in writing. In such case the derogation will only apply to the offer, agreement or conclusion of the agreement concerned.

2.3. Unless Bastion Hotels received and confirmed a written communication in advance from the Guest or Customer (or any other natural or legal person) explicitly stating that they wish to make other arrangements, the Guest or Customer (or any other natural or legal person) will be required to agree with these General Terms and Conditions.

Article 3. Formation of the Hotel Agreement

3.1. All offers made by Bastion Hotels with a view to concluding a Hotel Agreement are without obligation and will in any case be subject to availability. In the case of an Online Reservation, the offers displayed on the website of Bastion Hotels will be as up-to-date as possible.

3.2. If the Customer has accepted an offer and the capacity of Bastion Hotels should prove to be insufficient, Bastion Hotels will have the right to invoke the provision of Article 3.1 above within a term of 5 days prior to the first overnight stay or later if such cannot be reasonably expected of Bastion Hotels, and the Hotel Agreement may then be amended or cancelled. However, before doing so, attempts shall be made to find a solution in accordance with the provisions of Article 4.4 regarding changes.

3.3. A Reservation will only become firm once it has been confirmed in writing by the Customer or Bastion Hotels.

3.4. A Hotel Agreement on the basis of an Online Reservation will come into effect as soon as the Customer has accepted the offer by sending in the reservation form. Bastion Hotels will confirm the receipt of the reservation form by email. If a Customer has not received confirmation of the receipt of the reservation form, they may, in derogation from the provision of Article 3.3, terminate the Hotel Agreement at any time.

3.5. Each Hotel Agreement that is entered into by a Customer shall be considered to be partly concluded for account and risk of the Customer. Payment by the Guest of the whole or part of the amount due shall release the Customer to the same extent.

3.6. Bastion Hotels shall not owe any commission or percentage, by whatever name, to a Customer unless specifically agreed otherwise in writing.

3.7. Notwithstanding the other provisions of these terms and conditions, Bastion Hotels may, in the case of a Group Reservation, grant a Customer (the option holder) a right of first refusal. This right can only be granted in writing. In the event that another potential Customer makes an offer to Bastion Hotels to enter into a Hotel Agreement concerning all or part of the Services due in the option, Bastion Hotels will inform the option holder thereof. The right of first refusal will lapse if the option holder does not inform Bastion Hotels that he/she wishes to take up the right of first refusal within the term specified by Bastion Hotels.

3.8. Notwithstanding the provisions of this Article, Bastion Hotels will have the right to cancel any Reservation (whether or not made online) if a Guest has not checked in before or at 12 noon on the first day reserved. This shall not affect the payment obligations of the Customer or Guest. This provision will not apply if the Customer has provided a payment guarantee for the reserved period.

3.9. If the check-in and/or check-out date is changed, the original firm Reservation will lapse and a new firm Reservation will be established in joint consultation.

3.10. The information provided on the website of Bastion Hotels has been complied with the utmost care. Nonetheless, the data may contain inaccurate and/or incomplete information due to transmission errors and/or technical defects or other circumstances. All Online Reservations are subject to alterations and/or errors. In the event that the alterations and/or errors referred to in this paragraph lead to price changes, the Customer will be entitled to cancellation free of charge.

Article 4. Obligations of Bastion Hotels

4.1. Bastion Hotels will make the agreed hotel accommodation available to the Guest for the agreed period and/or perform the agreed services in accordance with the quality standards applied by Bastion Hostels.

4.2. The provision described above under 5.1 shall not apply: a. In the event of force majeure as described in Article 9 b. In the event that the Guest fails to appear or appears more than half an hour late c. If the Customer fails to pay the pre-payments or interim payment referred to in Article 7, or fails to do so on time d. If the Customer does not comply or only partially complies with its obligations to Bastion Hotels, regardless of how those obligations arose

4.3. Unless otherwise agreed in writing, Bastion Hotels will make the hotel accommodation available to the Guest from 2 p.m. on the day of arrival until 12 noon on the day of departure.

4.4. Bastion Hotels shall be entitled to offer the Guest accommodation that differs from what is described in Hotel Agreement. If the Guest objects to this, the Guest or the Customer will have the right to terminate the Hotel Agreement with immediate effect. If the hotel accommodation as offered by Bastion Hotels and accepted by the Customer or Guest is less expensive than the original accommodation, Bastion Hotels will reimburse the Guest or the Customer the difference. Beyond that the Bastion Hotels shall never be obliged to pay any compensation.

Article 5. Group Reservations

5.1. Reservations are considered a Group Reservation when a single Customer reserves ten or more rooms. The provisions regarding Group Reservations shall apply notwithstanding the other provisions in these terms and conditions. In the event of any conflict between these provisions, the provisions in this Article shall prevail.

5.2. A Customer may choose to make an Optional Reservation in the case of Group Reservations. An Optional Reservation will only be deemed to have been concluded once it has been confirmed in writing. An Optional Reservation remains valid up to a maximum of 3 months prior to the date of arrival, after which it will automatically lapse, unless expressly agreed otherwise in writing. In the case of possible events, the option remains valid up to a maximum of 5 months prior to the date of arrival.

5.3. A firm Reservation will only be deemed to have been concluded once it has been confirmed in writing by Bastion Hotels and said confirmation has been signed and returned by the Customer. If the check-in and/or check-out date is changed, the original firm Reservation will lapse and a new firm Reservation will be established in joint consultation.

5.4. In the case of a Group Reservation, the Customer may reduce the Reservation by up to 10% of the number of rooms originally reserved, free of charge, up until 12 noon on the day prior to the date of arrival.

5.5. The number of rooms, as specified in the original firm Reservation, can only be increased in consultation with Bastion Hotels. Bastion Hotels will not be responsible in any way for an increase in the number of originally reserved rooms when this number has been increased without consulting Bastion Hotels first.

5.6. If a firm Reservation is cancelled in full within 3 months prior to the date of arrival, no charges will apply. If a firm Reservation is cancelled in full between 3 months and 3 weeks prior to the date of arrival, the Customer will be obliged to pay 50% of the reservation value. If a firm Reservation is cancelled in full less 3 weeks prior to the date of arrival, the Customer will be obliged to pay 100% of the reservation value, as well as for reserved group dinners (if any). In the case of a Group Reservation, the Customer will ensure that Bastion Hotels has the names and addresses of all Guests not later than 7 working days before the date of arrival.

5.7. A deposit, amounting to 50% of the reservation value, will be required if the Group Reservation exceeds a value of €5,000. Payment of 50% of the reservation value should be credited to Bastion Hotels' bank account not later than 3 months prior to the date of arrival.

5.8. If the check-in date and/or check-out date of a firm Reservation is changed, the original dates will be cancelled and a new firm Reservation for the desired dates will be concluded on the basis of availability in joint consultation. If this cannot be done due to non-availability, Bastion Hotel's cancellation conditions (Article 5.6) shall automatically apply.

5.9. If the Customer fails to comply with the provisions of the foregoing Articles, Bastion Hotels will regard the firm Reservation as cancelled. This cancellation will be considered a cancellation of the firm Reservation by the Customer (Article 7.6). The Customer will remain obliged to pay a cancellation fee to Bastian Hotels.

Article 6. Cancellation

6.1. The provisions of this Article shall apply notwithstanding the other provisions in these terms and conditions. The provisions of this Article do not affect the liability of the Customer and/or third parties under ordinary law.

6.2. A Hotel Agreement is irrevocable and cannot be cancelled.

6.3. In accordance with Article 6:230p of the Dutch Civil Code, and particularly as far as Online Reservations are concerned, Consumers have no right of termination.

6.4. If specific cancellation regulations apply to or are mentioned on the website of Bastion Hotels, these regulations will be considered an integral part of the offer and as such will take precedence over the provisions of this Article regarding irrevocability. In such case the Customer may effect cancellation in the manner mentioned on the website of Bastion Hotels. Unless provided otherwise, Customers can no longer cancel once they have checked in online.

6.5. Cancellations must be made in writing, i.e. by letter, by using the online tool/form designated for this purpose (www.bastionhotel.nl) or by email, and must state the date.

6.6. Notwithstanding the provisions with respect to Group Reservations (see Article 5 above), a Reservation can be cancelled, free of charge, up until 12 noon on the day prior to the date of arrival, unless otherwise agreed in writing.

Article 7. Rates and Payment

7.1. Rates may vary by type of accommodation, date and time of reservation, and depending on payment and cancellation conditions.

7.2. The Customer will owe Bastion Hotels the applicable amounts as specified in the Hotel Agreement. The Guest remains at all times co-responsible for paying the total cost of the stay. Bastion Hotels may charge the Customer and/or Guest an additional amount for special services, such as the use of the hotel parking garage, telephone, safety deposit boxes, etc. The costs will be clearly communicated.

7.3. All invoices, including those relating to a cancellation or no-show, must be paid by the Customer and/or Guest in cash or, if so explicitly agreed, within 14 days of the invoice date. The designated place of payment is the specific Bastion Hotels branch to which the invoice pertains.

7.4. The Customer will be deemed to have concluded the Hotel Agreement, or any other agreement, also for and on behalf of each Guest. By appearing in person, the Guest indicates that the Customer was authorised to represent him/her in this regard.

7.5. Payment shall be made in euros. In cases where Bastion Hotels does accept payment in foreign currency, the exchange rate applicable will be that on the day of receipt of payment. In the case of payment in foreign

currency, Bastion Hotels shall be entitled to charge a maximum of 10% of the amount in foreign currency to cover the administrative costs involved.

7.6. Bastion Hotels shall be entitled to refuse cheques, other similar means of payment and means of payment other than those mentioned above, or to attach certain conditions to the acceptance thereof. Bastion Hotels, in its sole discretion, shall determine which means of payment will be accepted. In the case of an Online Reservation, the accepted means of payment will be communicated in a timely manner before the conclusion of the agreement. Bastion Hotels has the right to claim full or partial advance payment. This applies to all types of Reservations. The advance payment will eventually be deducted from the final amount payable. In the case of a cancellation, the advance payment will be refunded as soon as possible, but definitely within 14 days.

7.7. If the Guest/Customer makes use of Bastion Hotels' Services during their stay, Bastion Hotels will have the right to demand payment for the Services already rendered.

7.8. If the Guest/Customer fails to meet their payment obligations in time and, after having been notified of this fact by Bastion Hotels and having been allowed 14 more days to pay, remains in default, he/she shall owe Bastion Hotels the statutory interest due on the outstanding amount and Bastion Hotels shall then have the right to charge the extrajudicial collection costs to the Guest/Customer. These collection costs may reach a maximum of: 15% of the principal sum of the claim on the first € 2,500 of the claim, 10% of the principal sum of the claim on the next €2,500 of the claim, and 5% of the principal sum of the claim on the next €5,000 of the claim with a minimum of €40. Bastion Hotels may decide to use different amounts and percentages in favour of the Customer.

Article 8. Liability

8.1. This Article shall only apply if the Customer is a natural person or legal entity acting in the course of a trade, business or other undertaking. When dealing with a Consumer-Customer, Bastion Hotels' liability shall be limited insofar as allowed by law.

8.2. Except in the case of an intentional act or omission or gross negligence on the part of Bastion Hotels, Bastion Hotels accepts no liability whatsoever.

8.3. Except in the case of an intentional act or omission or gross negligence on the part of Bastion Hotels, Bastion Hotels does not accept any liability for damage to or caused by vehicles of the Guest.

8.4. Except in the case of an intentional act or omission or gross negligence on the part of Bastion Hotels, Bastion Hotels does not accept any liability for damage caused directly or indirectly to any persons or property as a direct or indirect result of any defect, feature or circumstance on or in any moveable or immovable property which Bastion Hotels is holding on a long or short lease, hiring or which it owns or which is in any other way at the disposal of Bastion Hotels.

8.5. Under no circumstance shall Bastion Hotels' liability exceed the value of the Hotel Agreement, the coverage of the public liability insurance taken out by Bastion Hotels or any damages paid to Bastion Hotels by any other third party.

8.6. The Customer shall indemnify Bastion Hotels against any claim, by whatever name, which the Guest and/or any third party may lodge against Bastion Hotels, if and insofar as this claim has any connection in the broadest sense with any Service to be provided or which has been provided by Bastion Hotels under the terms of the Hotel Agreement or any other agreement with the Customer or has any connection with the accommodation where such Service was provided or was to be provided. This obligation to indemnify also applies if the Hotel Agreement with the Customer and/or Guest is cancelled in full or in part for any reason.

Article 9. Force Majeure

9.1. Force majeure shall be understood to include staff illness (making it reasonably impossible for Bastion Hotels to conduct its business in a normal manner), war, threat of war, riots, stoppage of work or industrial action, water damage, acts of war, terrorism, fire, flooding and government measures.

9.2. In the event of force majeure, Bastion Hotels shall be entitled to either suspend performance of the Hotel Agreement or cancel the Hotel Agreement. In such case Bastion Hotels shall not be liable to pay compensation for any loss or damage.

9.3. The foregoing provisions shall also apply if a force majeure situation arises in respect of persons and/or services and/or institutions engaged by Bastion Hotels for the performance of the Hotel Agreement or any other agreement. This also includes everything that applies to the aforementioned persons and/or services and/or institutions in terms of reasons for postponement or cancellation, as well as breach of contract by the aforementioned. In the case of force majeure, Bastion Hotels shall not be obliged to provide proof of how this has affected its business.

9.4. This Article 9 shall only apply if the Customer is a natural person or legal entity acting in the course of a trade, business or other undertaking. When dealing with a Consumer-Customer, force majeure may be invoked only insofar as permitted by law.

Article 10. Applicable law and Disputes

10.1. All agreements, by whatever name, shall be governed by the laws of the Netherlands.

10.2. Subject to the provisions below and unless mandatory provisions dictate otherwise (as in the case of consumer disputes), any dispute that may arise from an agreement to which these terms and conditions apply, either wholly or partially, will be settled by the Court of Utrecht, unless Bastion Hotels prefers to submit the dispute to the court in whose jurisdiction the Customer and/or Guest is domiciled.

10.3. In the event of a dispute that, according to the rules of Dutch procedural law, falls within the subject-matter competence of subdistrict courts, the dispute will be exclusively settled by the competent subdistrict court.

10.4. The nullity of one or more clauses in these General Terms and Conditions does not affect the validity of all the other clauses. If, for any reason, a clause in these General Terms and Conditions turns out to be invalid, the parties are assumed to have agreed a valid replacement clause which comes as close as possible to the meaning and scope of the invalid clause.