

# **TERMS AND CONDITIONS & PRIVACY STATEMENT**

## **TERMS AND CONDITIONS**

Beachrooms and Zandpaviljoen Pier7/ Pier 7 B.V. & Boulevard Suites/ Boulevard 17 B.V.

### **1. APPLICATION**

1.1 These General Terms and Conditions apply to all offers, reservations and agreements relating to the rental and lease of (1) the Beachrooms and/or the Zandpaviljoen of Pier 7 B.V., (2) the Boulevard Suites and/ or the restaurant of Boulevard 17 B.V. Concerning the use of (one of) the Beachrooms or the Zandpaviljoen, these general terms and conditions apply in relation to Pier 7 B.V.; when concerning the use of (one of) the Boulevard Suites or the restaurant of Boulevard 17 B.v., these general terms and conditions apply in relation to Boulevard 17 B.V.

1.2 The Beachrooms and Zandpaviljoen Pier 7 are located at Boulevard Evertsen 1, 4382 AG in Vlissingen. The Boulevard Suites are located at Boulevard Evertsen 756, 4382 AC in Vlissingen. The restaurant of Boulevard 17 is located at Boulevard Evertsen 2-8, 4382 AD in Vlissingen.

1.3 In these General Terms and Conditions the term 'tenant' is understood to mean: the person who enters into an agreement with the lessor with regard to the rental/use of one or more Beachrooms and/or the Zand Paviljoen in Vlissingen or of one or more Boulevard Suites or the restaurant Boulevard 17 in Vlissingen, or has made a reservation for this with the lessor. The term 'user' (also referred to below as: guest) is understood to mean: the tenant and the persons specified by the tenant who will (or will not) use the accommodation rented by the tenant. The term 'lessor' means: Pier 7 B.V. and/ or Boulevard 17 B.V. The term 'accommodation' includes the Beachrooms, the Zandpaviljoen of Pier 7, the Boulevard Suites and the restaurant of Boulevard 17.

1.4 Agreements deviating from these General Terms and Conditions are only valid if agreed in writing.

### **2. BOOKINGS**

2.1 Lessor only accepts bookings made by persons who are 18 years old or older. Reservations made by persons younger than 18 are therefore not valid, unless this has been agreed in writing.

2.2 Lessor reserves the right to refuse reservations deviating from this condition, without stating reasons, or to set special conditions for such reservations. Such reservations are only possible at Zandpaviljoen Pier 7. If a reservation is made for a group of young people, this must be made known upon making the reservation. Not revealing that the reservation is for a group of young people may result in termination of the agreement.

2.3 If the lessor accepts a reservation, the lessor will send a written confirmation to the tenant within 24 hours. This confirmation also serves as an invoice. The tenant must check this

immediately after receipt. Any inaccuracies must immediately be communicated to the lessor in writing or via e-mail.

2.4 If the tenant is not in possession of a written confirmation/invoice within 24 hours after the reservation has been placed, the tenant must immediately contact the lessor (beachrooms@pier7.nl or suites@boulevard17.nl). Without confirmation/invoice, no reservation has been made from which the tenant can derive rights.

2.5 An agreement is concluded between the tenant and the lessor at the moment that the lessor has confirmed the reservation to the tenant by means of the invoice.

### 3. PRICES

3.1 The tenant owes the lessor the agreed rental price, as stated in the written reservation confirmation/invoice.

3.2 All rental amounts are, unless otherwise described, exclusive of administration costs and tourist tax.

3.3 All prices are, where applicable, inclusive of VAT, unless stated otherwise.

### 4. PAYMENTS

4.1 Upon making the reservation the tenant must pay the total amount in advance, unless otherwise indicated. This advance payment must be made within 5 (five) working days after the date of the confirmation (which is also the invoice) of the reservation by the lessor, unless otherwise indicated.

4.2 In the event of late payment of the amounts invoiced to the tenant, the tenant will be in default immediately after the expiry of the term. In that case, the lessor will offer the tenant in writing an option to pay the amount still due within 2 (two) days. If payment is still not received, the lessor reserves the right to dissolve the agreement immediately. Lessor has in any case the right to charge cancellation fees per accommodation. In that case, the provisions of Article 9 apply.

4.3 In the case of cancelation, lessor always has the right to set off claims against the tenant on any grounds whatsoever with the amounts paid at any time by the tenant for any reason whatsoever.

### 5. ARRIVAL AT AND DEPARTURE

5.1 The rented accommodation can be occupied on the agreed day of arrival, as stated on the confirmation of the reservations, as of 2pm (in case of a Beachroom) or 3pm (in case of a Boulevard Suite). On the agreed day of departure, as stated on the confirmation of the reservation, the accommodation must be vacated before 10:30 am (in case of a Beachroom) or 11:00 am (in case of a Boulevard Suite).

5.2 A few days prior to arrival, the tenant will receive an informative arrival email.

5.3 If the use of the accommodation(s) ends earlier than the agreed date as stated on the confirmation of the reservation, the tenant is not entitled to a refund of (part of) the rent and additional costs.

## 6. SPECIFIC “HOUSEHOLD” RULES

6.1 The accommodations of the lessor are non-smoking. It is strictly forbidden to smoke and/or to use any kind of drugs, to be traded or owned in or near the accommodations. In the event of a violation, the tenant will be immediately charged € 300-, (in case of a Beachroom) and € 300-, (in case of a Boulevard Suite).

6.2 Each accommodation may only be occupied by the maximum number of persons indicated in the description for the relevant accommodation and stated in the rental agreement. If the maximum number of people is exceeded (without permission) the lessor is entitled to dissolve the agreement immediately without the right to a refund or restitution for the tenant.

6.3 For necessary maintenance and repair of technical malfunctions, the tenant will allow, without the right to compensation, work to be carried out on the accommodation or other facilities during his/her stay.

6.4 The tenant is prohibited from playing music or making noise that bothers other guests and/or residents in the neighbourhood.

6.5 Dogs are not allowed between 14 April and 15 September. Dogs are only welcome in the Beachrooms from 15 September onwards. If the tenant is bringing a dog, this must be made known in advance. For this, the lessor charges a fixed surcharge per night. Dogs are not allowed in the Boulevard Suites.

6.6 Parking is possible in a parking space in the vicinity. If the tenant wishes to use a parking space of the lessor, he/she must make this known in advance and reserve it with the lessor. Only a limited number of parking spaces are available. For this the lessor charges a fixed surcharge per day.

6.7 In the event of violation of the rules in these General Terms and Conditions or non-compliance with instructions of (the staff of) the lessor, the lessor is entitled to immediately remove the tenant and any other user from the accommodation, without restitution of the rental amount or a part thereof and/or any right to any other compensation arising and without any compensation of damages or costs of any nature whatsoever.

6.8 The tenant and other users are not permitted to allow in whatever form and on whatever grounds persons other than those specified in the agreement to use the accommodation, unless otherwise agreed in writing with the lessor.

## 7. USE OF ACCOMMODATION: INVENTORY

7.1 The tenant is deemed to have accepted the Beachroom(s) with the inventory contained therein without damage, unless he has complained to the lessor within 2 hours after the Beachroom(s) has been occupied. Insofar as the tenant is not liable for the occurrence of the damage, the lessor shall, insofar as this can reasonably be required of it, repair the damage

within 2 (two) working days after the working day on which the report was made. The tenant is not entitled to a discount or compensation for whatever reason.

7.2 The tenant and those accompanying the tenant are jointly and severally liable for the orderly state of affairs in and around the rented accommodation, the use of the accommodation and the inventory, equipment and additional articles contained therein.

7.3 In addition, the tenant and those accompanying the tenant are always jointly and severally liable for damages caused by loss or damage to the inventory and/or the accommodation and/or articles contained therein. The tenant must immediately report any damage to the lessor and reimbursement for this damage must be made immediately on the spot, unless the tenant can demonstrate that the damage is not due to the fault of the tenant, other guests or one of the members of his group.

7.4 Costs due to damage caused by tenant or persons accompanying the tenant are charged by invoice.

## 8. INTERNET USE

8.1 The lessor offers the tenant and those who accompany the tenant access to the internet via a Wi-Fi network or via cable.

8.2 The tenant is responsible for the correct use of internet as well as the necessary hardware and software, configuration, peripherals and connections to support it and measures for the security of the computer and operating system.

8.3 The lessor is not liable for damage resulting from the use of the internet or as a result of faults in the network.

8.4 The tenant and those who accompany him must behave when using the internet in a manner that can be expected of a responsible and careful internet user and respect the legal rules. He will refrain from behaviour that causes nuisance to other internet users or in which damage is caused to the lessor in the broadest sense of the word.

8.5 The tenant indemnifies the lessor against third-party claims for compensation of damage that these third parties could (attempt to) recover from the lessor in any way as a result of internet activities of the tenant or those accompanying him.

8.6 In the event of the failure of the internet to (sufficiently) function via a Wi-Fi network or via cable in the rented Beachroom(s), the tenant is not entitled to compensation.

## 9. CANCELLATION FEES

9.1 If a reservation is cancelled, the tenant must pay cancellation fees. These cancellation fees are:

- 25% of the total rental amount if the cancellation occurs between 90 (ninety) days and 60 (sixty) days before the day of arrival;
- 50% of the total rental amount if the cancellation occurs between 60 (sixty) days and 30 (thirty) days before the arrival date;

- 75% of the total rental amount if the cancellation occurs 1 (one) week or longer, but less than 30 (thirty) days before the arrival date;
- 100% of the total rental amount if the cancellation occurs less than 1 (one) week before the arrival date.

9.2 If the renter has not arrived within 24 hours after the agreed arrival date without further notice, this will be regarded as a cancellation.

## 10. PRE- BOOKING

10.1 It is possible to make a pre-booking for a period in which the rates and availability have not yet been published. No rights can be derived from this pre-booking by either of the parties, neither by tenant nor by lessor. If the pre-booking cannot be converted into a definitive reservation, the lessor will inform the tenant about this as soon as possible. In that case, the tenant is not entitled to any compensation.

10.2 If, for example as a result of an increase in the tourist tax, the rates change between the moment at which the pre- booking is placed and the moment at which the stay at the accommodation starts, the tenant will be charged the actual rates.

## 11. FORCE MAJEURE

11.1 In the event that the lessor is unable, due to force majeure, whether or not temporarily, to perform the agreement in full or in part, the lessor will if this involves an accommodation offer the tenant a replacement accommodation, as soon as possible, in the vicinity or in another period, without being bound to any form of (financial or other) compensation to the tenant.

11.2 There is force majeure on the part of the lessor if the performance of the agreement is prevented in whole or in part, temporarily or otherwise, due to circumstances beyond the control of the lessor, including but not limited to the risk of war, staff strikes, blockades, fire, floods and other disturbances or events, such as extreme weather conditions, including storm, spring tide and usually high water, which make it impossible to spend the night in the accommodation or to have a planned activity in the Zandpaviljoen and/ or Boulevard 17 restaurant take place. In addition, there is also force majeure if a double booking has taken place as a result of a malfunction or error of the reservation system. In that case, the tenant is entitled to cancel his or her booking, free of charge and with the full application of the provisions mentioned in article 11.1 of the terms and conditions. Lessor will inform tenant in such a case as soon as possible.

11.3 In case of cancellation of a rental agreement for a Beachroom or Boulevard Suite, if the tenant does not accept the offered replacement accommodation or other booking period, the lessor has the right to dissolve the agreement with immediate effect, without being obliged to any form of (financial or other) compensation or refund to the tenant. 11.4 If a planned activity in the Zandpaviljoen or Boulevard 17 restaurant cannot take place as a result of force majeure as referred to in this article, both parties are entitled to dissolve the agreement with immediate effect. In that case, the tenant is entitled to remission or refund of (the already paid part of) the rental amount, except where the lessor has already incurred costs for the activity in question, in which case the lessor may settle these costs with a rental amount already paid by the tenant, or tenant will pay these costs after receiving an invoice from the lessor.

## 12. LIABILITY

12.1 Lessor accepts no liability for theft, loss or damage of or to property or persons, of whatever nature, that occurs or arises during or as a result of a stay in one of the accommodations, unless it concerns an intentional act of gross negligence on the part of the lessor or any of the lessor's employees.

12.2 The lessor is not liable for faults in the services or defects in services provided by third parties.

12.3 The tenant is jointly and severally liable with the user(s) for all loss and damage to the rented accommodation during the use thereof by the tenant and other users.

12.4 In case of incorrect use of the accommodation or leaving it in an improper condition (including but not limited to excessive filthiness), additional costs will be charged, which tenant will be obliged to pay immediately at the lessor's first request.

## 13. COMPLAINTS

13.1 Despite the care and the efforts of the lessor, the tenant may believe that he/she has a justified complaint with regard to his/her holiday accommodation or the services provided by the lessor. Tenant must first report a complaint locally and directly to the management of the lessor.

13.2 Complaints about the cleaning of the accommodation must be reported by the tenant within 2 hours after the accommodation has been occupied.

## 14. FOUND OBJECTS

14.1 Lost or abandoned objects that are found by the tenant/guest must be handed in immediately to a staff member of the lessor.

14.2 The lessor acquires ownership of any objects which the rightful owner has not claimed to the lessor within 6 (six) months after the item is turned in.

14.3 If the lessor sends the tenant any objects that have been left behind, this will be entirely at the expense and risk of the tenant/guest. The lessor is never obliged to send anything.

## 15. APPLICABLE LAW

15.1 The agreement between the tenant and the lessor and these General Terms and Conditions are governed exclusively by Dutch law.

## 16. PRIVACY

16.1 All data that the tenant provides to the lessor are included in a file. These data can also be used to provide targeted information and offers on the lessor's products and services. The data of tenant/ guests are not transferred to third parties.

16.2 At the tenant's request, the lessor will correct, supplement or remove the tenant's details.

16.3 If the tenant does not appreciate receiving information or offers, the tenant can let the lessor know by sending an e-mail to the lessor via [beachrooms@pier7.nl](mailto:beachrooms@pier7.nl) or via [suites@boulevard17.nl](mailto:suites@boulevard17.nl).

## **PRIVACY POLICY PIER 7 B.V. AND BOULEVARD 17 B.V.**

Pier 7 B.V., located at Boulevard Evertsen 1, 4382 AG in Vlissingen, is responsible for the processing of personal data as shown in this privacy statement.

Contact details:

Pier 7  
Boulevard Evertsen 1  
4382 AG Vlissingen  
0118-227700  
Info@pier7.nl

**Boulevard 17 B.V. located at Boulevard Evertsen 2-8, 4382 AD in Vlissingen, is responsible for the processing of personal data as shown in this privacy statement. For both the Boulevard Suites and the Boulevard 17 restaurant, the contact details are as follows:**

Contact details:  
Boulevard 17  
Boulevard Evertsen 2-8  
4382 AD Vlissingen  
0118-227701  
info@boulevard17.nl

We respect the privacy of users of our website and ensure that the personal data you provide is treated confidentially. Processing of your personal data is done in a manner that is in accordance with the requirements of the General Data Protection Regulation.

This privacy policy applies to both Pier 7 B.V. and Boulevard 17 B.V. If you only use the services provided by Pier 7 B.V., you may ignore all references made to Boulevard 17 B.V. and vice versa. Personal data that we process. We process the following personal data:

- name and surname;
- sex;
- date of birth;
- address details;
- telephone number;
- e-mail address;
- IP address;
- data about your activities on our website; and
- bank account numbers.

We have no intention to collect data about visitors under the age of 16 unless they have permission from their parents or guardian. If you are convinced that we have collected personal data about a minor without permission, please contact us via info@pier7.nl or info@boulevard17.nl, we will delete this data as soon as possible.

Purposes of the processing of your personal data

Your personal data will be processed by us for the purpose of establishing your identity, as



well as for concluding and executing agreements related to the services offered by Pier 7 B.V. and/ or Boulevard 17 B.V. and management of the resulting relationships, including (financial) administration, such as for example beach subscriptions, organisation of sports and game activities, dinners and parties.

If you send us an e-mail or place a reservation through the website, the data you send us will be stored, as long as the content of your e-mail message or the reservation form is required for the complete answering and handling thereof. In any case, your personal data will not be stored longer than is strictly necessary to achieve the purposes for which your data is collected.

#### Consent

By accepting this privacy policy, you agree to the processing of your personal data. As mentioned below, you are at all times entitled to withdraw this consent. However, it is not possible for Pier 7 B.V. and/ or Boulevard 17 B.V. to provide its services to you without your data.

#### The sharing of personal data with third parties

Pier 7 B.V. and Boulevard 17 B.V. provide your personal data to third parties only if this is necessary for the execution of the contract concluded between Pier 7 B.V. and/ or Boulevard 17 B.V. and you or to comply with a legal obligation.

#### Cookies (or similar techniques) that we use

Pier 7 B.V. and Boulevard 17 B.V. use technical and functional cookies. In addition, analytical cookies are used which do not infringe your privacy. A cookie is a small text file that is stored on your computer, tablet or smartphone when you first visit this website. The cookies we use are necessary for the technical operation of the website and for your ease of use. They ensure that the website works properly and remember, for example, your preferences. We can also use them to optimise our website. You can opt out of cookies by setting your internet browser so that it does not store cookies anymore. In addition, you can also delete all data previously saved via the settings of your browser.

#### Access, correction, obscurity and right to object

You have the right to view your personal data, have it corrected or have it removed. In addition, you have the right to withdraw your consent to the data processed or to object to the processing of your personal data by Pier 7 B.V. and/ or Boulevard 17 B.V. Finally, you have the right to transfer your data. This means that you can submit a request to receive the personal data that we have collected from you.

A request for inspection, correction, deletion or data transfer of your personal data, a request for cancellation of your consent or an objection to the processing of your personal data can be sent to [info@pier7.nl](mailto:info@pier7.nl) and/or [info@boulevard17.nl](mailto:info@boulevard17.nl) or to the above-mentioned postal addresses. To ensure that the request or objection comes from you, we request that you enclose a copy of your ID with your request. In this copy, please black out your passport photo, MRZ (the machine readable zone, the strip with numbers at the bottom of the passport) and Citizen Service Number (BSN). This is to protect your privacy.

We will respond to your request as quickly as possible, but no later than four weeks after receipt. We also point out that you have the opportunity to lodge a complaint with the national supervisory authority, the Dutch Data Protection Authority. This can be done via the

following link: <https://autoriteitpersoonsgegevens.nl/nl/contact-met-de-autoriteit-persoonsgegevens/tip-ons>

#### How we protect personal data

Pier 7 B.V. and Boulevard 17 B.V. take the protection of your data very seriously and take appropriate measures to prevent misuse, loss, unauthorised access, disclosure and unauthorised alteration. If you still feel that your data is not well protected or there is evidence of misuse, please contact us at [info@pier7.nl](mailto:info@pier7.nl) and/ or [info@boulevard17.nl](mailto:info@boulevard17.nl) or via the above mentioned telephone numbers.

#### Adjustments to the privacy statement

Pier 7 B.V. and Boulevard 17 B.V. reserve the right to change this privacy policy. Changes will be published on our website [www.pier7.nl](http://www.pier7.nl) and [www.boulevard17.nl](http://www.boulevard17.nl).