

## **General Terms and Conditions Hotel Veloria BV**

### **Article 1. Subject and nature of the agreement**

The general terms and conditions apply to all agreements between Hotel Veloria BV on the one hand and customers who use the services, facilities and products that Hotel Veloria BV offers. (Thinking of the escape rooms Kamer 237, De Concierge, Lost & Found, activities of Piccolo Pim, meeting room, workshops, training, drinks, use of lockers, use of waiting room and accessories)

### **Article 2. Destination and use**

**2.1** Hotel Veloria BV rents out the real-life room escapes that fall under the collective name 'Hotel Veloria' in accordance with the provisions of the agreement with the aim of using game elements and 'escaping' within a set time after entry. All game elements that are in the escape rooms are available to the tenants. Damage to the game elements will be recovered from the tenant. It is also strictly forbidden to provide the game elements, the explanation of game elements and the like to third parties. No film and/or image fragments may be recorded in the escape rooms. The tenant will indemnify and compensate Hotel Veloria BV for any costs, claims or any other actions by a third party in connection with the services provided.

**2.2** The customer is prohibited from intentionally damaging game elements and will ensure that goods located in the escape room and outside are handled correctly. If a tenant does not comply with this, the tenant will be held liable for this under penalty of a fine with a minimum of € 50.00.

**2.3** The customer will have to do a short inspection when entering the escape room. If the 'good condition' of the legally agreed purpose is accepted, the tenant cannot return to a damaged item later. Cameras have also been installed to ensure its safety.

**2.4** The customer will comply with all provisions of this agreement, the law and local regulations, as well as with any instructions from local and national authorities, utility companies and insurers.

**2.5** The customer acknowledges and accepts that he is fully responsible and liable for all actions of the persons who have access to the escape room.

**2.6** The customer is obliged to use the escape room in such a way that the surroundings, the environment and other users will never experience any inconvenience.

**2.7** The customer is NOT allowed to:

- Record film and/or images.
- Deliberately destroy goods belonging to Hotel Veloria BV;
- Consume food or drinks brought by yourself.
- Steal property belonging to Hotel Veloria BV, and possibly recover it;

### **Article 3. Reservations**

An agreement between Hotel Veloria BV and the customer is binding both verbally and in writing.

- Should anything unexpectedly come up, the customer is obliged to cancel at least 48 hours before the start. If this does not happen, Hotel Veloria BV has the right to charge cancellation costs. In the event of cancellation within 8 hours before the start, Hotel Veloria BV has the right to charge 100% of the agreed amount.

- By making a reservation, the customer also agrees to the age conditions that apply to an escape room. Hotel Veloria BV can ask for an age indication on the spot if there are any doubts about the age.  
- Hotel Veloria BV reserves the right to refuse the customer for an escape room, if they do not meet

these conditions. If this occurs within 48 hours before the activity, Hotel Veloria BV will charge 100% of the agreed amount.

#### **Article 4. Rental price and non-payment**

**4.1** The rental prices and fees owed by Hotel Veloria BV must be paid prior to the activities. Any additional costs, such as drinks, can be paid on site after the activity.

**4.2** The rental price remains unchanged from the time of booking until the start. Hotel Veloria BV reserves the right to change the rental prices at any time.

**4.3** The customer undertakes to pay the rental price prior to the activity. If the customer fails to do so, the customer will be in default without any notice being required.

**4.4** If the customer wishes to terminate the booking, but does not do so within 48 hours before the start of the activity, Hotel Veloria BV will request a claimable fee of 100% of the agreed rental price (possibly increased by VAT).

**4.5** Hotel Veloria BV may, at its own discretion, draw up paper or electronic invoices for the sending of rental prices and costs and use the email address provided by the customer for this purpose. In addition, the customer accepts, for all purposes, email as a sufficient means of communication from and customer Hotel Veloria BV.

**4.6** If the agreed rental prices have not been paid prior to entering Hotel Veloria BV, Hotel Veloria BV may deny the customer access to the premises.

**4.7** As soon as the customer is in default or the rental price or compensation due under the agreement has not been paid within 30 days after the agreed payment date, Hotel Veloria BV acquires the following rights.

- To increase the rental price or compensation with a fine of at least € 25,-
- To remove the customer from the customer database and to refuse to make a new reservation
- To engage a debt collection agency to collect outstanding invoices.

#### **Article 5. House Rules**

##### **5.1** Access to and leaving the Hotel Veloria BV establishment:

The customer is permitted to be present in the Hotel Veloria BV premises during pre-reserved hours. Outside of the pre-reserved hours, the customer is prohibited from entering the Hotel Veloria BV premises. This will be considered burglary and will be reported to the police and the judiciary. In addition, the customer is obliged to leave the room voluntarily after the agreed time has elapsed.

##### **5.2** Emergency/fire procedure:

Each customer is responsible for familiarizing themselves with the safety procedures in the event of an emergency or fire and for learning the fire and escape routes. Emergency exits are clearly marked. A customer may never block these emergency exits and must leave the emergency exits free at all times. The customer may only use the emergency exits in the event of situations that require an emergency evacuation, such as fire or power failure. In the event of abuse, Hotel Veloria BV will reclaim all costs incurred as a result from the customer.

### **5.3 Within the Hotel Veloria BV establishment:**

- The maximum speed for all motorized vehicles is at all times the lowest of
  - (a) A safe speed or
  - (b) 15 km/h. Parking is only permitted in the designated areas.
- Traffic regulations apply within the Hotel Veloria BV establishment.
- A strict smoking ban applies within the Hotel Veloria BV establishment.
- The use of all facilities offered by Hotel Veloria BV is at all times at the customer's own risk.
- The customer must ensure that none of the facilities may be used by persons under the age of 14. Hotel Veloria BV reserves the right to refuse the customer for a room if they do not meet these conditions. If this occurs within 48 hours before the activity, Hotel Veloria BV will charge 100% of the agreed amount.
- No customer is allowed to be present in the Hotel Veloria BV establishment outside opening hours.
- Hotel Veloria BV is not responsible and accepts no liability for injuries/damage caused by or to goods belonging to Hotel Veloria BV.

### **Article 6. Determination of liabilities**

**6.1** The risk associated with the reservation and use of Hotel Veloria BV is always and exclusively borne by the customer. Hotel Veloria BV is not liable for any damage resulting from the use of the facilities offered by Hotel Veloria BV, nor will Hotel Veloria BV be liable for any other damage or economic loss of the customer. Hotel Veloria BV does not give the customer any guarantees in the reservation for the facilities offered by Hotel Veloria BV. The website shows available block times for reservation, if a reservation is unexpectedly made at the same time, one of the two reservations will be contacted to make a new appointment.

**6.2** Hotel Veloria BV will not check the customer for the wearing of mobile devices, if discovered, but will hold the customer liable if discovered. Hotel Veloria BV also has the right to terminate the activity immediately. It will also be punished with a minimum of € 50, - and a maximum of € 10,000, -.

**6.3** Entering the room is entirely at your own risk, and will not be liable for any consequences of claustrophobia or other matters. The use of lockers is mandatory at Hotel Veloria BV. In the event of disappearance or theft of goods stored in the lockers, Hotel Veloria BV is in no way liable.

**6.4** Hotel Veloria BV is not liable for external influences, such as storm damage, lightning, water damage and power failure. Hotel Veloria BV will do everything it deems possible to accommodate the customer regarding making a new reservation.

**6.5** The customer will indemnify Hotel Veloria BV on an ongoing basis against costs, claims, liabilities, damage or expenses that Hotel Veloria BV suffers or makes as a result of the customer's use of the facilities offered by Hotel Veloria BV, including all claims by third parties or government/authority as a result of the use of the facilities offered by Hotel Veloria BV caused by third parties.

**6.6** Hotel Veloria BV is never liable for indirect or consequential damage suffered by the customer, including a lost purchase, lost profits, missed opportunities, loss of expected savings, a lost reputation or any damage as a result of the activity of other customers or as a result of obstruction in the use of all facilities offered by Hotel Veloria BV caused by third parties.

### **Article 7. Insurance**

Prior to and during the activity, the customer must arrange for insurance. Hotel Veloria BV is insured for the building, not for damage caused to them by third parties during activities.

## **Article 8. Maintenance and repairs**

**8.1** Hotel Veloria BV has always access to all facilities in order to carry out (or have carried out) work in the context of maintenance, repair, renovation and expansion, including the installation of additional facilities.

**8.2** Renovation and/or repair/maintenance work of or to the facilities offered by Hotel Veloria BV does not constitute a shortcoming in the performance by Hotel Veloria BV, even if this work (temporarily) limits or prevents the enjoyment and use of the facilities offered. The customer will tolerate the renovation and/or repair/maintenance work and give Hotel Veloria BV the opportunity to do so, without the right to a reduction in the agreed rental prices or any other payment obligation, full or partial termination of the agreement and/or compensation as a result of the renovation and/or the work.

## **Article 9. Access by Hotel Veloria BV and/or third parties**

**9.1** In principle, Hotel Veloria BV and its employees will not enter the escape room during the activity, unless otherwise agreed in advance prior to the activity and with the customer's permission.

**9.2** In emergencies, Hotel Veloria BV can also enter the escape room without the customer's permission or warning to the customer (if necessary, by breaking open). Emergencies here include first aid in need of assistance, maintenance/repair work as well as sudden events that require urgent access.

**9.3** Hotel Veloria BV has the right to enter the room and to deny the customer presence in the room if the customer does not or does not correctly fulfil (one of) the obligations under the agreement when Hotel Veloria BV suspects that these are not or are not correctly fulfilled.

## **Article 10. Non-compliance and termination of the agreement**

**10.1** In the event that the customer:

- a) Fails to comply with any obligation imposed by law, national or local regulations or customs or;
- b) Fails to comply with the obligations under the provisions of this agreement (including non-payment of rents and costs due) or;
- c) Is subject to bankruptcy or another insolvency-related measure, Hotel Veloria BV shall have the right to terminate the agreed agreements and reservations at all times. In addition, Hotel Veloria BV shall remain entitled to recover all losses, rents, fees and costs due from the customer.

**10.2** The customer will reimburse all costs actually incurred by Hotel Veloria BV in connection with collection and compliance with the agreement, with a minimum of € 250 for an amount up to € 1000, increased by € 100 for each multiple of € 500 above € 1000, and this in addition to the statutory interest due from the date that the customer is in default.

## **Article 11. Notifications, changes**

**11.1** Hotel Veloria BV may direct all notifications and communications to the customer, either by post or by email or other electronic means.

**11.2** The customer must inform Hotel Veloria BV in writing of any change to the postal address, electronic address or telephone number before such a change takes effect.

## **Article 12. Personal data and privacy**

**12.1** The data provided by the customer will be included in the Hotel Veloria BV database and will remain the property of Hotel Veloria BV.

**12.2** The customer's data will be stored and processed in accordance with the applicable regulations.

**12.3** The customer has the right to inspect his/her customer data included in the Hotel Veloria BV database and can, if necessary, request that the information be corrected.

**12.4** The customer's data will be used in the context of the follow-up of customer administration, communication, market research and for (paper or electronic) personalized information and/or promotional campaigns concerning the services of Hotel Veloria BV.

## **Article 13. Final provisions**

**13.1** If a part of this agreement is null and void or voidable, this will not affect the validity of the remaining part of the agreement. In place of the void or voidable part, the legally permissible amount that comes closest to what the parties would have agreed if they had known of the nullity or voidability will apply.

**13.2** The customer understands and accepts these general terms and conditions, and the customer accepts that the general terms and conditions are available free of charge both in the form of a paper copy and online via the website. Hotel Veloria BV is entitled to change these general terms and conditions. The customer will be informed by post, email or the Hotel Veloria BV website before the implementation of any changes. Changed general terms and conditions will apply 30 days after a notification has been provided by Hotel Veloria BV.

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