Hostel Uppelink

General Terms & Conditions

Kumulus bvba (referred to as 'Hostel Uppelink') (version 01/07/2019)

Article 1. Introduction

Article 2. Reservations / Payments / Rates

Article 3. Cancellation Policy And Costs

Article 4. Arrival / Stay / Departure

Article 5. Occupancy

Article 6. Minors and children

Article 7. Personal Data / Security

Article 8. House Rules

Article 9. Liability

Article 10. Changes in General Terms And Conditions

Article 11. Force Majeure

Article 12. Legal Jurisdiction

Article 13. Contact And Payment Details

Article 1. Introduction

These general terms and conditions apply on all reservations, payments and overnight stays by a customer in Hostel Uppelink. Consequently, by making a reservation or a payment, or by staying overnight at Hostel Uppelink, you agree with our terms and conditions.

These general terms and conditions can also be found on our website www.hosteluppelink.com.

Article 2. Reservations / Payments / Rates

Reservations, both for individuals and for groups, can only be made by an adult (< 18 years), who thereby also takes responsibility for both this reservation and his fellow compagnons. For the stay of minors (> 18 years) in the hostel, different conditions apply (see Article 6).

A 'reservation' or a 'booking' means we place a bed or a room at your disposal as long as you comply with one of our guarantee methods. These guarantee methods are clearly stated while making your reservation. Please note that once a booking is finalized we hold the right to charge the credit card provided in accordance to our cancellation policy. This can be before the arrival date.

Hostel Uppelink uses a varying rate system depending on the requested day, room type and availability. The indicated rates include bed linen, personal lockers and (wireless) internet. You can use your own padlock for the lockers or buy one at the reception for €5. A continental breakfast buffet costs €6 per person. All prices/rates stated are in euro (€).

There are several options to make a reservation at our hostel:

- 1. <u>Use our online booking system on our official website (www.hosteluppelink.com)</u>. Where we accept individual and group bookings up to 9 people. Best rates and rooms guaranteed.
- Contact us directly by email (info@hosteluppelink.com) or by phone (+32 9 279 44 77). Especially for groups of more than 9 people. Best rates and rooms guaranteed.
- 3. <u>Use an OTA (Online Travel Agency)</u>, like Booking.com, Hostelworld.com or others. These booking websites charge high commissions, their rates on our rooms and beds are at least 5% higher than on our official website.

Not all our beds and rooms are available online at all times. Please contact us directly to receive our best rates and updated availability (<u>info@hosteluppelink.com</u> or +32 9 279 44 77), especially if you want to make an advance booking.

Hostel Uppelink has the right to adjust prices/rates at all times without prior notice. Reservations and bookings already made are charged at the rates applied at the time of reservation.

Article 3. Cancellation Policy And Costs

Hostel Uppelink has the right to cancel reservations or bookings

- which are not covered by a valid credit card or by a debit card with sufficient balance or
- when the (down)payment wasn't completed within the agreed period of time (if applicable)

<u>The customer</u> has the right to cancel a reservation in accordance with the cancellation conditions he agreed upon at the time the booking was made. These conditions are clearly stated while making a reservation. If costs apply, they are **applicable at all times**.

Article 4. Arrival / Departure / Stay

Prior to check-in: between 8:00 and 15:00

- Free luggage storage
- Free use of common areas, kitchen and (wireless) internet

Check-in: between 15:00 and 22:00

- Photo ID required to check-in (which will be copied for security reasons)
- Sign our hostel policy
- Staff has the right to ask for a deposit
- Padlocks, towels and earplugs can be purchased at the reception
- Receive bed linen and key
- Check in after 22:00 is possible (with approval and additional cost)
- Check in after 1:00 (the next morning) is not possible

Check-out: between 8:00 and 11:00

- Early check-out before 8:00. Ask reception the evening before.
- Late check-out between 11:00 14:00 (€5)
- Return sheets and key (lost key = €10)

After check-out: between 11:00 and 20:00

- Free luggage storage
- Free use of common areas, kitchen and (wireless) internet

Continental breakfast buffet: between 8:00 and 10:00 (for €6)

Rooms and bathrooms: accessible day and night

No curfew (you can enter with your key at all times)

Bar/kitchen/lounge: between 8:00 and 22:30

- No alcohol from outside allowed. Order at our bar.
- No alcohol in the rooms allowed.
- Personal non-alcoholic beverages and food are allowed in the common areas.

Article 5. Occupancy

Each bed or room is suitable for the occupancy as stated by Hostel Uppelink. A bed or a room may never be occupied by more people than stated, unless explicitly confirmed in writing by Hostel Uppelink.

Article 6. Minors and children

Parents who would like to stay in our hostel accompanied by their minor children (< 18 years) have to book a private room.

Children under the age of 3 can stay free of charge in these private rooms if the request is made together with the reservation and is explicitly approved in writing by Hostel Uppelink.

Baby amenities can be provided for free (baby chair / baby cot) provided that:

- they are requested prior to arrival
- they are still available
- the hostel has explicitly agreed in writing

Guests who are under 18 and travelling without an adult must bring a completed 'Parental Consent Form' (see attachment) and a copy of the signing parent's ID in order to stay in a private room. Additionally, guests under 18 can only stay in our dorms if they are part of a group that has booked out an entire dorm room.

Article 7. Personal Data / Security

7.1. Personal Data

See Our 'Data Privacy and Protection Policy' on our website www.hosteluppelink.com.

7.2. Security

Hostel Uppelink is officially recognized by Toerisme Vlaanderen en therefore complies with the requirements of the Flemish and Belgian legislators to ensure the safe stay of people.

What else do we do to ensure a safe stay?

- During check-in we make a copy of a photo ID of all our guests.
- We maintain the security and safety of our premises through CCTV.
- There are lockers in the room to store valuable objects.
- A concierge lives in the hostel. In case of emergency or when other guests misbehave, this person can be called on the intercom at the reception or via the phone number indicated on the front door.

Article 8. House Rules

- During check in we make a copy of a photo ID of all our guests.
- Upon arrival all guests need to sign our hostel rules for approval.
- The lockers in the rooms and in the luggage compartment can be used to store objects. The use of the lockers and the luggage room is at your own risk. The hostel is not liable for loss or theft.
- In case of misbehavior the person in question will be removed from the hostel.
- Only paying guests are allowed in the rooms. At nighttime only paying guests are allowed in the building. Make sure the front door is locked properly behind you when you enter and make sure nobody sneaks in.
- It's not allowed to smoke or start a fire in the building.
- No alcohol from outside allowed; no alcohol in the rooms allowed.
- Pets are not allowed in the building. Not in the rooms and not in our common areas.
- Respect the sleep of other guests. No noise in the rooms, hallways and bathrooms. Especially between 22:00 and 8:00
- Respect the staff, the equipment and the building

Article 9. Liability

By staying in our hostel you agree to our house rules and our general terms and conditions.

In case you or a member of your group misbehaves, damages property or breaks the rules we have the right to cancel your stay or your group's stay at any moment, without any form of reimbursement or compensation.

In the event of damage, misconduct, theft or loss of anything that is our property, we have the right to charge your credit card used for the reservation for all costs we have incurred as well as to withhold (a part of) the deposit paid upon arrival.

For example, the following costs (not exhaustively) can be charged:

- Not returning your key at check-out: € 10,00 / key
- Damage to the property: Full compensation for the damage
- Staff intervention: a charge of € 30,00 / hour

The police will be informed in case of serious misconduct or damage.

Article 10. Changes in General Terms And Conditions

These general terms and conditions can be changed by Hostel Uppelink at all times. It's the responsibility of the customer to check terms and conditions every time a new reservation is made.

Article 11. Force Majeure

When a reservation can not be taken due to unforeseen circumstances, Hostel Uppelink can not be held responsible for this. These cases of force majeure may be - without this list being exhaustive -- war, civil war, natural disaster, fire, terrorist attack, technical problems with public transport, closure of ports and/or airports, union strikes, epidemics, quarantine, meteorological circumstances, government decisions or other circumstances beyond control of Hostel Uppelink.

Article 12. Legal Jurisdiction

These terms and conditions are subject to Belgian law. In case of dispute only the court of the judicial district of East-Flanders, department Ghent, is authorized.

Article 13. Contact And Payment Details

Hostel Uppelink | Kumulus bvba | Sint-Michielsplein 21 | 9000 Ghent | Belgium VAT: BE0844.125.969 | IBAN: BE73 0688 9456 6460 | BIC: GKCC BE BB +32 9 279 44 77 | info@hosteluppelink.com | www.hosteluppelink.com

Hostel Uppelink & Kajaks Korenlei Data Privacy and Protection Policy

Kumulus bvba (referred to as 'HU&KK') (version 01/07/2019)

In line with the requirements of the EU's General Data Protection Regulation (GDPR).

Article 1. Who are we?

Article 2. Whose Personal Data do we collect?

Article 3. When do we collect personal data?

Article 4. Why Do We Collect Personal Data?

Article 5. What Personal Data Do We Collect?

Article 6. Direct Marketing

Article 7. Sharing Of Your Personal Data

Article 8. How Long Do We Keep Personal Data?

Article 9. Your Rights

Article 10. Data Security

Article 11. Changes Of Privacy Policy

Article 12. Contact Details

Article 13. Complaints

1. Who Are We?

Hostel Uppelink & Kajaks Korenlei are a family owned hostel and kayak rental service located in the historical center of Ghent, Belgium. The name of our company is Kumulus byba (referred to as "HU&KK"). The contact details of our company are:

Kumulus bvba | Sint-Michielsplein 21 | 9000 Ghent | Belgium VAT: BE0844.125.969 | IBAN: BE73 0688 9456 6460 | BIC: GKCC BE BB +32 9 279 44 77 | info@hosteluppelink.com www.hosteluppelink.com | www.kajakskorenlei.be

2. Whose Personal Data Do We Collect?

We collect personal data from:

Individuals making bookings;

Guests;

Visitors;

Anyone calling one of our phone numbers; and Business Contacts.

3. When Do We Collect Personal Data?

We collect personal data when you:

- Visit our Websites;
- Use one of our Web Apps;
- Make a booking online;
- Contact our hostel or kayak reception;
- Provide payment details; or
- Use our wi-fi provided by GratWifi;

4. Why Do We Collect Personal Data?

We collect personal data to:

- Receive & respond to enquiries; make, amend & administer room and kayaks bookings, process & store payment
 details, provide access to other products and services (such as meals) and to gather customer feedback which helps
 us to improve the services that we offer and to improve our customers' experience.
- Enable us to fulfil our contracts with our guests;
- Comply with legal requirements;
- Maintain the security and safety of our premises through CCTV; and
- Understand who we are accommodating at our property for your safety, for the safety or our other guests, visitors to
 our premises and for the safety of our staff and to protect our business.

5. What Personal Data Do We Collect?

It is necessary, in order for us to confirm and manage a reservation, that we collect personal data. This will include:

- Your name
- Gender
- Date of Birth
- Nationality
- Telephone or mobile number
- Email address
- Identification data i.e. Passport. Driving License details
- Credit or debit card details
- Date of arrival and departure date

6. Direct Marketing

HU&KK wil not use your data for marketing or advertising purposes.

7. Sharing Of Your Personal Data

Your personal data shall not be shared or provided without your consent to any third party except in the following situations: (a) data is necessary for provision of services – for example credit card details will be exchanged with your bank for your booking to be confirmed (b) HU&KK is obliged to provide the personal data on the basis of law or upon order by a public authority, or (c) it is specifically allowed by applicable legal regulations.

If we share your personal data according to (a), (b) or (c), we will use appropriate and proportionate safeguards and require that these greater or equal safeguards are implemented by the recipients (processor) who will be obliged to preserve your data privacy and protection rights.

8. How Long Do We Keep Personal Data?

Customer Data: For no more than 5 years or until such time as the purpose for which the data was collected is no longer valid whichever is the shorter;

Contact Data: We retain contact data for the period where it is in our legitimate interest to retain it to help us grow and improve our organisation. This includes HU&KK's suppliers, partners, contractors and contingent workers and prospective clients.

9. Your Rights

By submitting your information to us, you consent to the use of that information as set out in our full Privacy Policy. At any point while we are in possession of your personal data you have the following rights:

- You have the right to object to certain types of processing;
- You have the right to object to automated processing, including profiling;
- You have the right to request a copy of the information that we hold about you;
- You have the right to ask us to correct the data that we hold about you that is inaccurate or incomplete;
- In certain circumstances you can ask for the data we hold about you to be erased from our record;
- Where certain conditions apply you have the right to ask that we restrict the processing of your personal data;
- You may have the right to have the data we hold about you transferred to another organisation;
- Right to judicial review: if Kumulus bvba refuses your request under rights of access. Note: we will always provide
 you with a reason as to why we have refused your rights request;
- You have the right to complain as outlined on the Belgian Data Protection Authority website (in Dutch, French and German only): https://www.gegevensbeschermingsautoriteit.be/verzoek-klacht-indienen

Note: Rights requests will be forwarded on to a third party if one is involved in the processing of your personal data.

10. Data Security

HU&KK will make every effort to ensure that your personal data is stored securely.

The aim is to eliminate unauthorized or unlawful processing of your personal data, or accidental, unauthorized or unlawful access, use, transferring, processing, copying, transmitting, alteration, loss or damage of your personal data. Despite all efforts and meeting all rules set out by applicable legal regulations, it is not possible to guarantee the security of your data, if it is transferred or transmitted in an unsecured way.

For this reason, we have introduced adequate physical, technical and organizational measures and plans to protect and secure all information collected by our services using

- Using Cryptography, where necessary;
- Using password protection, where necessary; and
- Restricting access to your personal data (i.e. access to your personal data is granted only to those employees or
 personnel for whom the access is indispensable for the purposes described in this document and in our full privacy
 policy).

We require that our partners, who provide supporting services that help us to store and otherwise process your personal data, apply the same high level of protection to your data.

Note: These measures do not remove your duty to secure your own personal data. You should regularly change your passwords and should never use predictable usernames and/or passwords, share your password with other persons, or grant access to your User account and/or disclose your personal data to other persons.

11. Changes Of Privacy Policy

HU&KK shall, from time to time, change and update the terms of this Privacy policy. These changes will be posted in a link at the url's: www.hosteluppelink.com and www.kajakskorenlei.be.

12. Contact Details

Should you wish to know more about HU&KK, its protection of your privacy, or about this Privacy policy, you can contact HU&KK at office@hosteluppelink.com.

Please help HU&KK ensure that your data is up-to-date. If you believe that some of the data processed is incorrect, please contact us at office@hosteluppelink.com.

13. Complaints

In the event that you wish to make a complaint about how your personal data is being processed by HU&KK (or third parties as described in above), or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority.

In the first instance please raise that complaint with us directly at office@hosteluppelink.com.

If you remain unhappy with the handling of your case, then you have the right to complain as outlined on the Belgian Data Protection Authority website (in Dutch, French and German only): https://www.gegevensbeschermingsautoriteit.be/verzoek-klacht-indienen.

Hostel Uppelink & Kajaks Korenlei Cookie Policy

Kumulus bvba (referred to as 'HU&KK') (version 17/06/2019)

When you use our websites, we aim to make your experience engaging. In order to do this, we use cookies. Cookies are small text files which are sometimes downloaded on your computer or mobile device when you first visit our website so that we can remember who you are.

Usually, cookies contain two pieces of information: a site name and unique user ID. Cookies cannot be used alone to identify you, although they may be used to identify your IP address. Cookies help us and/or third party websites recognise your device the next time you visit and may remember details such as your username and preferences, analyse how the website is performing, or allow us to recommend content we believe is relevant to you.

Generally, cookies used on our websites may perform the following functions:

Essential: These temporary cookies only remain in the cookies folder of your browser until you leave our website.

Performance: These cookies are stored on your computer – they contain no personal information and are used to improve performance and assist in navigation. They remain in the cookies folder of your browser for longer than "Essential" cookies (dependent on your browser settings).

We use or allow third parties to serve cookies that fall into the categories above. We use Google Analytics to help us monitor our website traffic, and cookies may also be served via any of our subsidiary domains, online surveys, and online publications. We may also use third party cookies to help us with market research, revenue tracking and improving site functionality.

By using our websites, you agree that we can place these types of cookies on your device. We may change our 'Cookie Policy' from time to time. It is your responsibility to check the policy regularly. You will be deemed to have accepted any amendments to the policy if you continue to make use of the website after a change to 'Cookie Policy' has been made.

We have links to social networking websites (for example but not limited to: Facebook, Instagram) from Hostel Uppelink & Kajaks Korenlei. These websites may place cookies on your computer. We do not control how they use their cookies. We suggest you check their website to see how they are using cookies.

Our websites contains links to third party websites promoting their business and needs to our guests. HU&KK indemnifies itself against all data use on and reservations made via third party websites/agents. Please refer to their relevant privacy policy and terms and conditions.

For more information about cookies, visit www.aboutcookies.org which includes useful information on cookies and how to block cookies using different types of browser. Please note that by blocking or deleting cookies, you may not be able to take full advantage of our websites.