

General terms and conditions Bastion Holding B.V.

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Artikel 1. Definitions

In these general terms and conditions as well as to all offers, agreements or conclusion of agreements to which these general terms and conditions apply, the following definitions apply:

1.1. Bastion Hotels: all of the branches of the private limited company Bastion Holding B.V., in the Netherlands and abroad, as well as all companies and undertakings, subsidiaries and undertakings affiliated with Bastion Holding B.V., by whatever name.

1.2. Services: the provision, in the broadest sense of the word, by Bastion Hotels of accommodation and/or the provision of (room) space and/or food and/or beverages with all related activities and/or services.

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 Client. Where these terms and conditions refer to Guest, this is also understood to mean the person(s) accompanying the Guest. Unless explicitly stated otherwise, in these terms and conditions, Guest or Client is understood to mean both the Guest and the Client.

1.4. Client: the natural or legal person who has concluded an agreement with Bastion Hotels for the provision of Services. The Client is also understood to mean the intermediary who has concluded an agreement for the provision of Services, whether or not in the name of his/her relations. A natural person who is not acting in the practice of his/her profession or company is also referred to as a Consumer in these terms and conditions.

1.5. Hotel-agreement: the agreement that is concluded between Bastion Hotels and the Client under which Bastion Hotels, upon payment by the Client or Guest, performs Services for the benefit of the Client and/or Guest(s). Where these terms and conditions refer to a Hotel-agreement, this is also understood to mean any other agreement to which these terms and conditions have been declared applicable. These conditions also apply to Clients who have entered into a Hotel Agreement through an intermediary.

1.6. Online Reservation: the Reservation that is made using the reservation form in order to conclude a Hotel-agreement that is available on the Bastion Hotels website(www.bastionhotels.nl). Online Reservations made via other websites (intermediaries) may have different terms and conditions and do not fall under an Online Reservation as referred to in these terms and conditions.

1.7. Reservation: the Hotel-agreement entered into in written form by the Client and Bastion Hotels in which it is laid down between the Client and Bastion Hotels during which period and subject to which conditions the Hotel-agreement will be effected.

Article 2. Scope

2.1. These general terms and conditions apply to all offers, agreements and the conclusion of agreements with Bastion Hotels.

2.2. Offers, agreements or conclusions of agreements that deviate from these general terms and conditions will only be valid if they have been explicitly agreed upon in writing with Bastion Hotels. In

then the deviation will only apply to the offer, agreement or conclusion of the agreement in question.

2.3. The Guest, Client or any other (legal) person agrees with these General terms and conditions, unless explicitly made known in advance and confirmed in writing to Bastion Hotels.

Article 3. Formation of the Hotel Agreement

3.1. All offers for the realization of a Hotel-agreement of Bastion Hotel are without obligation and in any case only apply insofar as the capacity of Bastion Hotels is sufficient. In the case of an Online-reservation, the offer is deemed to reflect the most current offer possible.

3.2. In the event that the Client has accepted an offer and the capacity of Bastion Hotels turns out to be insufficient, then Bastion Hotels has the right, within a term of 5 days prior to the first night's stay or later if it cannot be reasonably expected of Bastion Hotels, to yet invoke the provision as described above under Article 3.1 and may change or cancel the Hotel-agreement. However, a solution will first be sought in accordance with that stated in article 4.4 with respect to changes.

3.3. A Reservation will not be final until the Reservation has been confirmed in writing by the Client or by Bastion Hotels.

3.4. A Hotel-agreement by means of an Online-reservation is concluded when the Client accepts the offer by submitting the reservation form. Bastion Hotels will confirm the receipt of this submission by email. Without confirmation, the Client can dissolve the Hotel-agreement at any time. This in deviation of article 3.3.

3.5. Every Hotel-agreement entered into by a Client will be considered to have been concluded at the expense and risk of this Client. Any payment made by a Guest will release the Client to the same extent.

3.6. Unless explicitly agreed upon in writing, Bastion Hotels will not owe a Client any commission, commission, by whatever name.

3.7. Without prejudice to that stated otherwise in these terms and conditions, Bastion Hotels may, in the case of a Group, grant a Client (the option holder) a right of option. Such a right of option can only be granted in writing. Should another Client also make Bastion Hotels an offer for a Hotel-agreement then Bastion Hotels will inform the option holder accordingly. The right of option will become void in the event that the option holder has not informed Bastion Hotels within the term specified by Bastion Hotels that he/she wishes to make use of the right of option.

3.8. Without prejudice to that stated in this article, Bastion Hotels has the right to let a (Online) Reservation lapse in the event that a Guest has not checked in on the first reserved day at 12:00 noon. This does not affect the obligation to pay. This provision does not apply if a payment guarantee is issued by the Client for the reserved period.

3.9. In the event of a change in arrival and/or departure date, the original, definitive Reservation will be cancelled and a new, definitive Reservation will be established by mutual agreement.

3.10. Bastion Hotels compiles the information on the website with the utmost care; nonetheless, inaccuracies may occur during the transfer of information and/or the information may be incomplete due to technical malfunctions or other circumstances. All Online reservations made are subject to obvious changes and/or errors. If changes and/or errors referred to in this paragraph lead to a change in price, the Customer is entitled to cancel free of charge.

Article 4. Obligations of Bastion Hotels

4.1. Bastion Hotels will make the accommodation as agreed upon available to the Guest during the period as agreed upon and/or will provide the Services as agreed upon in accordance with the quality standards that apply within Bastion Hotels.

4.2. The provision as described above under Article 4.1. does not apply:

a. in the event of force majeure as described in these terms and conditions in the article regarding Force Majeure (article 9);

b. if the Guest fails to appear or appears more than half an hour late;

c. if the Client fails to make the advance payments or interim payments referred to in article 7, or fails to do so on time;

d. in the event that the Client does not or not fully comply with the obligations that the Client has towards Bastion Hotels, for whatever reason.

4.3. Unless otherwise agreed upon in writing, Bastion Hotels will make the accommodation available to the Guest from 3 p.m. on the day of arrival until 11 a.m. on the day of departure.

4.4. Bastion Hotels has the right to offer the Guest different hotel accommodation than would be made available in accordance with the Hotel-agreement. Should this be inconvenient for the Guest, then the Guest or Client has the right to terminate the Hotel-agreement with immediate effect. In the event that the hotel accommodation offered and accepted by the Client or Guest is less expensive than the original accommodation, Bastion Hotels will make the amount of the savings available to the Guest or Client. Bastion Hotels will under no circumstances be obligated to pay any further compensation.

Article 5. Group reservations

5.1. As of ten rooms a Reservation falls under group reservations. This also applies to individual Reservations that collectively consist of 10 or more rooms and belong to the same group and contain the same arrival and/or departure dates.

5.2. Group reservations are subject to the group terms and conditions described below, **unless** expressly agreed otherwise in writing. In case of conflict between provisions, the provisions of Article 5 shall prevail.

5.3. A Customer may make a so-called optional group reservation for a group booking. An optional group reservation is only established after it has been confirmed in writing. An optional group reservation can be held up to a maximum of 1 month before the arrival date. Unless expressly agreed otherwise in writing, an optional group reservation will automatically expire thereafter.

5.4. A final Group Reservation will not have been realized until it has been confirmed in writing by Bastion Hotels. 72 hours after the written confirmation of Bastion Hotels has been sent, the Group Reservation will become irrevocable, without notification to the contrary by the Client, and the cancellation conditions of the relevant Group Reservation will apply.

5.5. For a group reservation, from one month before arrival until 12:00 noon the day before arrival, a Customer may reduce 10% of the original final reserved number of rooms free of charge up to a maximum of 10% of the agreed total group reservation value.

5.6. An increase in the number of rooms that was originally definitively reserved can only take place in consultation with Bastion Hotels. Bastion Hotels is in no way responsible for any increase, without consultation, of the number of rooms that was initially and definitively reserved.

5.7. No costs will be charged in the event of a full cancellation of a final Group Reservation up to 30 days prior to the date of arrival. In the event of a full cancellation of a final Group Reservation 30 days up to 14 days prior to the date of arrival, the Client is obliged to reimburse Bastion Hotels 50% on the basis of accommodation. In the event of a full cancellation of a final Group Reservation 14 days up to 7 days prior to the arrival date, the Client is bound to reimburse Bastion Hotels 75% on the basis of accommodation and any reserved group dinners. In the event of a full cancellation of a final Group Reservation 7 days or less prior to the arrival date, the Client will be obliged to reimburse Bastion Hotels 100% on the basis of accommodation and any reserved Group Dinners.

5.8. The Client ensures, with respect to Group Reservations, that Bastion Hotels is in possession of the list of names of the Guests no later than 7 working days prior to the date of arrival. Should the list of names not have been submitted in time, we cannot guarantee a check-in and administrative costs may be charged up to a maximum of €50 per Group

5.9. When changing the arrival and/or departure date of a full final reservation, the original dates expire and the new final reservation will be moved to the desired dates by mutual agreement based on availability. If the availability does not allow this, you automatically lapse in the cancellation conditions (Article 5.7).

5.10. Should the Client be in default with respect to the previous articles, then Bastion Hotels will consider the final Reservation cancelled. This cancellation will be considered as a cancellation of a definite Reservation by the Client (article 5.7). The Client remains obliged to pay Bastion Hotels the cancellation fee.

Article 6. Cancellation

6.1. The provisions of this article apply without prejudice to the other provisions of these terms and conditions. The provisions of this article do not affect the liability of the Customer and/or third parties under general law.

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

6.3. Specifically for Online Reservations, there is no right of dissolution for Consumers in accordance with Article 6:230p of the Dutch Civil Code.

6.4. Should a specific cancellation rule apply and/or be mentioned on the website of Bastion Hotels, then this will be considered a fixed part of the offer and will take precedence over the provisions in this article with respect to irrevocability. The Client then has the option to cancel as stated on the Bastion Hotels website. If the Customer has already checked in online, cancellation is never again possible, unless otherwise stipulated.

6.5. Cancellation must be made in writing, including online via the tool/form provided for that purpose(<https://www.bastionhotels.com/>), by email, and dated.

6.6. Subject to the provisions regarding group reservations (Article 5), unless otherwise agreed in writing, a Reservation can be cancelled free of charge up to 12:00 noon on the day of arrival.

Article 7. Rates and Payment

7.1. Prices may vary by accommodation type, day, time of reservation, payment terms and cancellation conditions.

7.2. The customer owes Bastion Hotels the amounts specified in the Hotel-agreement. The Guest remains co-responsible for paying the total cost of the stay at all times. Bastion Hotels may charge the Client and/or Guest an additional fee for Services such as the use of a parking garage, laundry service, packed lunch, et cetera. Costs will be clearly communicated. Bastion Hotels has the right to claim payment for the Services purchased. Changes in the VAT rate and tourist tax are charged at all times.

7.3. All invoices, including those relating to cancellation or no-show, are to be paid by the Client and/or Guest within 14 days after the invoice date, unless explicitly agreed upon otherwise in writing.

7.4. The customer shall be deemed to enter into the Hotel Agreement or any other agreement also on behalf of each Guest. By appearing, Guest indicates that Customer was authorized to represent him in this regard.

7.5. Payment is made in Euro. Should Bastion Hotels accept payment in a foreign currency, then the market rate applicable at that time will apply. Bastion Hotels has the right to charge a maximum of 10% of the amount in foreign currency as administration costs in the event of a payment in a foreign currency.

7.6. Bastion Hotels has the right to refuse cheques, vouchers and other similar means of payment, or other means of payment than those mentioned above, or to attach certain conditions to their acceptance. Furthermore, it is up to Bastion Hotels which payment methods are offered. In case of an Online-reservation, the payment options will be communicated in a timely manner prior to the conclusion of the agreement. Bastion Hotels is entitled to demand (a partial) advance payment. This applies to all types of Reservations and this amount will ultimately be set off against the final amount to be paid. In the event of a cancellation, the amount already paid will be reimbursed as soon as possible, at the latest within 21 days.

7.7. If the Guest/customer does not comply with the payment obligation(s) in a timely fashion, then the Guest/customer will owe the statutory interest on the amount that is still owed, after the customer has been informed by Bastion Hotels of the overdue payment and Bastion Hotels has granted the Client a term of 14 days to still comply with the payment obligations, after the failure to pay within this 14-day term, and Bastion Hotels will have the right to charge the customer for the extrajudicial collection costs it has incurred. These collection costs amount to a maximum of 15% of the outstanding amounts, with a minimum of € 50. Bastion Hotels may deviate from the stated amounts and percentages for the benefit of the customer.

Article 8. Liability

8.1. This article only applies if the Client is a (legal) person who acts in the course of his profession or company. In the case of a consumer Client, the liability of Bastion Hotels is limited insofar as this is legally possible.

8.2. 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 in any form whatsoever.

8.3. Bastion Hotels does not accept any liability whatsoever for loss, theft, damage or any other form of irregularities with respect to vehicles, bicycles or other properties that are parked or stored in the (parking) areas of Bastion Hotels. This also applies to damage or loss resulting from the use of charging stations for electric vehicles and or bicycles. The parking and charging of vehicles, bicycles or other property is entirely at the risk of the owner or user. Bastion Hotels is not responsible for any costs or damages resulting from the charging or parking of these vehicles or properties.

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 damages that are caused directly or indirectly to whomever or whatever as a direct or indirect consequence of any defect or whatever on, in or on any moveable or immovable property of which Bastion Hotels is the owner, leaseholder or lessee, or which are otherwise at the disposal of Bastion Hotels.

8.5. The liability of Bastion Hotels will not under any circumstances exceed the value of the Hotel-agreement and/or the compensation for damages as covered by the insurance company of Bastion Hotels or the damages as compensated to Bastion Hotels by any other third party.

8.6. Bastion Hotels is fully indemnified by the Client with respect to any claim, however named, that a Guest and/or any third party makes or might make against Bastion Hotels with respect to the claims, in the broadest sense of the word, of the Hotel-agreement that has been concluded with the Client or any other agreement. This obligation to indemnify also applies with respect to the Hotel-agreement in the event that it has been dissolved, either completely or partially, for whatever reason.

Article 9. Force Majeure

9.1. Force majeure includes, but is not limited to: illness among personnel that makes business operations reasonably impossible, pandemic, war, danger of war, riot, strike or occupation, acts of war, terrorism, fire, natural disaster, flood, water damage, government measures.

9.2. In the event of force majeure, Bastion Hotels may either cancel or suspend the agreement. Bastion Hotels will in that case not be obligated to compensate for any damages.

9.3. That stated above also applies in the event that the circumstances beyond one's control occur on the part of persons and/or services and/or institutions that Bastion Hotels makes use of during the execution of the Hotel-agreement or any other agreement. This is also understood to mean that which occurs at the persons and/or services and/or institutions referred to above as a suspensive or resolute condition or the non-performance of the persons and/or services and/or institutions referred to above default of the aforementioned persons and/or services and/or institutions. Bastion Hotels is not obliged to demonstrate the influence thereof on its business.

9.4. Article 9 only applies if the Client is a (legal) person who acts in the course of his profession or business. In the event that the Client is a consumer Client, there is only force majeure insofar as this is legally possible.

Article 10. Applicable law and disputes.

10.1. All agreements, however named, shall be governed by Dutch law.

10.2. With the exception of that stated below and unless mandatory statutory provisions dictate otherwise (such as with respect to consumer disputes), any disputes that may arise from an agreement to which these terms and conditions apply, either partially or completely, will be settled by the court of Utrecht, unless Bastion Hotels prefers a court of law elsewhere.

10.3. In the event of a dispute that, according to the rules of Dutch procedural law, falls under the absolute competence of the sub-district court, then this dispute will be exclusively settled by the competent sub-district court.

10.4. Any invalidity of one or more provisions in the terms and conditions shall not affect the validity of the remaining provisions. Should a provision, for whatever reason, prove to be invalid, then Bastion Hotels and the Client and/or Guest will be deemed to have agreed upon a valid provision that approaches the invalid provision as closely as possible in terms of its purport and scope.