

Terms and Conditions Hostel Uppelink

Kumulus BV (acting under its trademark 'Hostel Uppelink') is a limited liability company, incorporated under Belgian law, with offices at 9000 Gent, Sint Michielsplein 21, and registered in the Crossroad Bank of Enterprises under number BE0844.125.969, hereinafter referred to as '**Hostel Uppelink**'.

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Definitions

In these Terms and Conditions the following definitions apply:

| | |
|-----------------------|---|
| Terms and Conditions: | These terms and conditions |
| Service(s): | Rent of private room or a bed in a dorm for overnight stay in Hostel Uppelink, located in the centre of Ghent and the corresponding hostel services as described in these Terms and Conditions and on the Website. |
| Guest: | Every natural person, or every legal person that books a room or an overnight stay at Hostel Uppelink, comes to an agreement with Hostel Uppelink and accepts these Terms and Conditions. For the avoidance of doubt, all persons residing at Hostel Uppelink, even if they did not make a reservation themselves, are considered a Guest under these Terms and Conditions. |
| Offer: | Every offering coming from Hostel Uppelink (via website, announcement at Hostel Uppelink, social media or email). |
| Agreement: | The agreement between Hostel Uppelink and the Guest upon acceptance of the price and the Terms and Conditions by the Guest. |
| Parties: | Hostel Uppelink and the Guest together. |
| Written: | Written communication such as e-mail or registered letter, where needed. |
| Website: | https://www.hosteluppelink.com |

Article 1. Introduction

These Terms and Conditions apply on all reservations, bookings, payments and overnight stays made by a Guest in Hostel Uppelink. By making a reservation or a payment, or by staying overnight at Hostel Uppelink, every Guest agrees with these Terms and Conditions.

Any changes or amendments to these Terms and Conditions need to be agreed upon between Hostel Uppelink and the Guest in advance and in writing, prior to the reservation, payment and overnight stay.

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 the reservation of the other group members. For the stay of minors (< 18 years) in Hostel Uppelink, different conditions apply (see Article 7).

A 'reservation' or a 'booking' means a bed or a room is reserved at Hostel Uppelink. A reservation or booking is only confirmed if one of the guarantee methods is fulfilled. These guarantee methods are clearly stated while

making your reservation. Please note that once a booking or reservation is finalised Hostel Uppelink reserves the right to charge the stay in accordance with the cancellation policy as described in article 3 of the Terms and Conditions. This can be done before the arrival date.

Hostel Uppelink uses a varying rate system depending on the requested day, room type and availability as indicated in the online booking system. The indicated rates include bed linen, a personal locker in the room and wireless internet.

At the reception extra services can be bought, such as padlocks for the dorm lockers, luggage lockers at the entrance, a continental breakfast buffet, towel hire, earplugs...

To make a reservation for individuals and small groups up to 10 persons, the online booking system on our official Website (www.hosteluppelink.com) can be used.

Online bookings for larger groups are not allowed. Reservations for larger groups (11 persons or more) need to be addressed to Hostel Uppelink directly by email (info@hosteluppelink.com) or by using the contact form on the Website. If individuals and small groups that are part of a larger group, make online reservations independently of each other, then Hostel Uppelink maintains the right to cancel these reservations at any given moment, without any reimbursement or compensation being due.

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. All prices/rates stated are in euro (€).

Article 3. Cancellation Policy And Costs

Hostel Uppelink has the right to cancel reservations or bookings

- which are not covered by a payment once the free cancellation period is over
- when the (down)payment wasn't completed within the agreed period of time (if applicable)
- when the Guest has not agreed to the hostel rules

The Guest 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 in the online booking system or in the group offer. If costs apply, they are applicable at all times.

Article 4. Arrival / Departure / Stay

Prior to check-in (between 8:00 and 15:00) and after check-out (between 11:00 and 20:00)

- The Guest can use the common areas, kitchen and (wireless) internet. Large luggage lockers are available for a small fee.

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

- In order to check-in at Hostel Uppelink, presentation of a photo ID is required from Guests at Hostel Uppelink. This photo ID can be copied for security reasons.
- Hostel Uppelink has the right to ask for a deposit. Refund of this deposit will take place at the latest 7 (seven) days after check-out and insofar no damages or defects were noted, related to the hostel visit.
- At check-in the Guest will receive bed linen and an online key.
- Check in between 22:00 and 1:00 is possible, after prior approval by Hostel Uppelink and at additional cost. Check-in after 1:00 is not possible.

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

- At check-out the Guest will return the bed linen and the key. In case of damage or loss the Guest agrees to compensate the damage as further elaborated in Article 9 of the Terms and Conditions.
- Early check-out before 8:00 is possible, if requested by the Guest and agreed upon by Hostel Uppelink at the latest the evening before departure.

Article 5 : General Information

Continental breakfast buffet is served between 8:00 and 10:00 at the additional cost as mentioned on the Website (www.hosteluppelink.com) and at the reception of Hostel Uppelink.

Rooms and bathrooms are accessible day and night, for Guests only.

Hostel Uppelink is accessible for Guests 24/7.

Bar/kitchen/lounge can be visited between 8:00 and 22:30. Guests are allowed to bring their own food and non-alcoholic drinks into these common areas.

Guests are not allowed to bring their own alcoholic drinks into the hostel, either in the rooms or in the common areas. Alcoholic drinks can only be ordered and consumed at the bar.

Article 6. Occupancy

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

Article 7. 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, unless otherwise approved in writing by Hostel Uppelink.

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.

Guests under 18 years and travelling without an adult must provide a completed 'Parental Consent Form' 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 8. Personal Data / Security

8.1. Personal Data

Hostel Uppelink is controller for the processing of personal data in accordance with the provisions of Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC, known under the General Data Protection Regulation and subsequent national laws.

By making a reservation, booking, payments or residing at Hostel Uppelink, the Guest agrees to the processing of the personal data. These Terms and Conditions need to be read together with the 'Privacy Policy' of Hostel Uppelink (consultable on our Website).

All personal data of the Guest will be processed within the scope of Guest management and are necessary for the performance of the Services by Hostel Uppelink.

8.2. Security

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

For this reason Hostel Uppelink has installed hostel rules to ensure a safe stay.

- During check-in a copy of a photo ID of all Guests is made.
- The premises are secured through CCTV.
- There are lockers at the entrance to store valuable items before check-in and after check-out.
- There are lockers in the dorms to store valuable objects.
- A concierge lives next to Hostel Uppelink. 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.
- In case of misbehaviour, the person causing nuisance will be removed from Hostel Uppelink. If several Guests of the same group cause nuisance, Hostel Uppelink has the right to remove the whole group from its premises, without any reimbursement or compensation being due.
- Visitors are not allowed in the rooms, they can only enter into the common areas. The Guest bears all responsibility for the correct behaviour of the visitor invited at the premises of Hostel Uppelink. At night only Guests are allowed in the building.
- It is explicitly forbidden to smoke or start a fire in the building.
- During the night, the use of alcoholic beverages is strictly forbidden in the building.
- Pets are not allowed in the building. Not in the rooms, nor in the common areas.

Also referred to as the 'Hostel Rules'.

Article 9. Liability

By staying in Hostel Uppelink, the Guest agrees to the Hostel Rules, as defined in article 8.2 and the Terms and Conditions.

In case of misbehaviour, property damages or non-conformity with the Hostel Rules, Hostel Uppelink reserves the right to cancel the stay at any moment, without any form of reimbursement or compensation being due.

In the event of damage, misconduct, theft or loss of Hostel Uppelink property, all costs related to such damage, misconduct, theft or loss will be recovered from the Guest who is responsible for the damage causing event or has taken responsibility according to article 2 § 1 of the Terms and Conditions. If needed Hostel Uppelink will be allowed to withhold (a part of) the deposit paid upon arrival, in order to compensate for the damages incurred by Hostel Uppelink.

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

Hostel Uppelink can not be held responsible for any loss or theft, including theft from the lockers provided by Hostel Uppelink. Disposal of materials at the premises of Hostel Uppelink or usage of the lockers is at own risk of the Guest.

The liability of Hostel Uppelink is limited to direct damages. Hostel Uppelink can never be held liable for indirect, immaterial or consequential damages. In any case the total liability for direct damages of Hostel Uppelink is limited to a thousand (1.000) euro per damage event and up to fifteen thousand (15.000) euro for all damage events per year.

Article 10. Changes in Terms And Conditions

Hostel Uppelink reserves the right to amend these Terms and Conditions at all times. It is the responsibility of the Guest to check the terms and conditions every time a new reservation is made.

Article 11. Force Majeure

Force majeure is seen as the situation in which the performance of the agreement is prevented, temporarily or otherwise, by circumstances beyond the control of Hostel Uppelink, amongst others - but not limited to - the following: fire, epidemic, quarantine, electrical, computer, Internet, or telecommunications malfunctions, government decisions or interventions, errors or delays attributable to third parties.

Hostel Uppelink shall not be required to prove the unaccountable and unforeseeable nature of the circumstance constituting Force Majeure.

When a reservation can not be taken or executed due to Force Majeure, Hostel Uppelink can not be held responsible for this.

If Force Majeure is only temporary in nature, the performance of the agreement will remain suspended for the duration of the temporary Force Majeure. In that case, the Parties will make all reasonable efforts to limit the consequences of the Force Majeure situation and a new reservation will be made as soon as possible.

Article 12. Miscellaneous

These Terms and Conditions need to be read together with the Agreement and the reservation and booking details and constitute the entire Agreement between the Guest and Hostel Uppelink. They replace every former agreement, orally and/or written between the parties regarding the same subject.

If any provision (or a part thereof) of these Terms and Conditions are unenforceable or in conflict with any legal or regulatory provision, this shall not affect the validity and enforceability of the other provisions of these Terms and Conditions, nor the validity and enforceability of that part of the relevant provision which is not unenforceable or in conflict with any legal or regulatory provision. In such a case, the Parties shall negotiate in good faith to replace the unenforceable or conflicting provision with an enforceable and legally valid provision that is as close as possible to the purpose and scope of the original provision.

Parties cannot transfer their rights and obligations arising from the Agreement and these Terms and Conditions except with the express prior consent of the other Party.

Article 13. 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 competent to settle the dispute.