

Privacy Policy Retro Barcelona SL

The following terms of the privacy policy (the "Policy") govern the personal data processing activities undertaken by Retro Barcelona SL. Any person (a "User") who uses and/or accesses the Website thereby indicates that he/she is subject to the Website Terms and Conditions and understands and agrees to this Policy in respect to the processing of his/her personal data. Please read this Policy carefully as your acceptance of its terms means that you have read, understand and accept, without reservation, this Policy.

The Website is managed by Retro Barcelona SL ("Retro Barcelona") registered in Barcelona, with VAT number ESB65694267 and with corporate address at Carrer Girona 81, 08009 Barcelona, Spain. If you have any comment on this Policy, please send an e-mail to info@retrome.net

General

Firstly, we would like to emphasize the fact that your data and privacy are of great importance to us. You entrust us with your data and we feel responsible for processing it with the utmost caution and confidentiality. In the following privacy policy, we inform you in a clear and transparent way how we use and process your personal data.

We can modify our policy from time to time. You can check our policy to be informed about our latest changes. Changes to this policy may also be announced on our website or by e-mail if this is possible and/or necessary.

Our website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

This privacy policy is presented to the User in two layers: - basic, which includes a summary of our processing activities; - complete, which details the processing activities conducted by Retro Barcelona.

Basic information

DATA CONTROLLER	Retro Barcelona SL
Data Processed	Identification data: name, address, e-mail address, telephone number, credit card details, date of birth. Records: reports of our interactions and travel information.
PURPOSES OF THE DATA PROCESSING	<ul style="list-style-type: none"> - Managing the relationship with our customers to provide our services. - Commercial communications and promotional offers to our customers. - Legal purposes
LEGAL GROUNDS FOR PROCESSING	Contractual relationship Consent from the data subjects
DATA RECIPIENTS (WHO CAN WE TRANSFER DATA TO)	Services providers or travel agencies. Other services providers under the User request. Banks or payment services providers. Legal bodies which may require the data under regulatory obligations.
USERS RIGHTS	Users can access, modify, delete the data we process under certain circumstances and following the procedures established under the law. In certain circumstances our User may also restrict processing of their Personal Data or transmit such data to another data controller.
DURATION OF PROCESSING	Data will be processed during the services provision, the period where the user allows us to contact them for promotional purposes and for the compliance of Retro Barcelona of those legal obligations and duties which we have to comply with.

Complete information

1. Who are we?

When we refer in this policy to the “Data Controller” ‘us’, ‘our’, ‘we’ or ‘Retro Barcelona’, we refer to the legal entity Retro Barcelona SL, a company incorporated under Spanish law with company number ESB65694267 with corporate address in Carrer Girona 81, 08009 Barcelona, Spain.

Retro Barcelona is the data controller of the processing because it decides the purposes, means and the processing activities, in accordance with the definitions set out in the General Data Protection Regulation (GDPR hereinafter).

2. Processing purposes

Retro Barcelona collects and processes your data in the context of its activities and the services provided to our customers. It processes your data in accordance with the GDPR, which applies throughout the European Union from 25th May 2018.

In particular, we process your data for the following purposes:

- In order to provide our services we will collect and process information about our website users and about our customers. This data will be processed during our customers stay for managing the relationship, provide the different services and amenities included in the hotel and for billing purposes. Therefore, we may process all personal data necessary for these purposes that you offered directly to us or to an online travel agency in relation to a reservation. In detail this services management may include the following:
 - To provide you with information and services that you request from us;
 - To carry out our obligations under any contracts entered into between you and us;
 - To provide you with information about other goods and services we offer that are similar to those that you have already purchased or enquired about;
 - To notify you about changes to our services;
 - To ensure that content from our website is presented in the most effective manner for you.
- We process the customer data to provide the best experience possible, so we may keep some of your preferences in order to improve our services and offer you a tailored experience.
- We will process your data to ensure the proper provision of our services through our website. To this purpose we may process your data for the following objectives:
 - To manage our websites and for other internal operations, including troubleshooting, data analysis, testing, research, and for statistical and survey purposes;
 - To improve our website to ensure that content is presented in the most effective manner;
 - As part of our efforts to keep our website safe and secure.
- We will use your contact details or your personal information to offer you special promotions or to inform you about news of Retro Barcelona, mainly by electronic means. To this purpose the User would need to subscribe to our Newsletter or similar mailing lists that we may hold from time to time.
- We will also have to process your data for whatever regulatory purposes that Retro Barcelona may be subject to like bookkeeping, tax issues, and similar.

In any of our processing activities we will only use that data necessary to our processing objectives described in this section.

3. How do we collect your data?

- We collect personal data from and about our users of our website and our customers' guests through our services.
 - Information that you give us:
 - This is information about you that you give us directly by contract, via our websites, or by contacting us by telephone, e-mail or other means of communication. It contains information that you provide when you register to use our website our services, when you make a report about a problem with our website or services, when you subscribe to a newsletter, and when you provide us with information about the nature of a question or problem;
 - Information you provide regarding your reservations and the related information.
 - Information that we collect about you:
 - When you visit our websites we automatically collect:
 - Technical information, including the Internet Protocol (IP address) that is used to connect your computer to the internet, your login information, browser type and version, time zone settings, browser plug-in types version and operating system and platform;
 - Information concerning your visit, including the full Uniform Resource Locators (URL), clickstream to, through and from website (including date and time), products you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouseovers) and methods used to browse away from the page.
 - Information that we receive from other sources:
 - Personal information that is provided to us by travel agencies or online travel sites using different services and modules.
 - Personal information that is provided to us by our customers by using different services and modules.
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4. Who might we share your data with?

- We may from time to time share certain personal data with strategic partners that work with Retro Barcelona, such as the following;
 - Hotels and online travel agencies through which you have arranged travel, but only the personal data that is needed for successful processing of your reservations;
 - Banks or payment's processors for billing and payment purposes;
 - other service providers of our customers, and only at the request of the latter, but for which these service providers are bound by our privacy policy for personal data or have comparable contractual obligations with regard to the storage and processing of your personal data;
 - In the event of merger, acquisition, or any form of sale of some or all of our assets, in which case personal data we hold about our customers will be among the assets transferred to the buyer.
- If we ask a third party to process the personal data of an individual on our behalf, that third party will be bound by our data privacy policy or have similar contractual obligations in relation to the storage and processing of your personal data. In this respect we may have different types of data processors, such as IT companies that provide us technological services, logistics companies, etc.
- We may also disclose your personal data to third parties to:
 - Comply with any court order or other legal obligation or when data is requested by government or law enforcement authorities;
 - Enforce or apply our terms of use and any other agreements;
 - Protect the rights, property, or safety of us, our employees, customers, or others. This may include exchanging information with other companies and organizations for the purposes of fraud protection and credit risk reduction.

5. International transfers of personal data

From time to time, we may transfer your personal data to our suppliers or service providers based outside of the EEA for the purposes described in this policy. If we do this, your personal data will continue to be subject to one or more appropriate safeguards laid down in the General Data Protection Regulation. This may be the use of model contracts in a form that has been approved by regulators, or where our suppliers sign up for an independent privacy policy that has been approved by regulators (such as the U.S. 'Privacy Shield' scheme).

6. Your rights

- You have the right to access the personal information that we hold about you. If you submit a request for this, we will do everything possible to grant you access free of charge, except in exceptional circumstances.
- We strive to maintain accurate, complete, and relevant personal information for the purposes mentioned in this privacy policy. If any of the personal information we hold about you is inaccurate or out of date, you may ask us to correct it.
- You have the right to object to us processing your personal data if we are no longer authorized to use them. You have the right to have your data deleted or to restrict processing under certain circumstances. You also have the right to have your personal data transferred in certain circumstances. You also have the right to ask us to transmit your data to another controller.
- Before providing personal data to you or another person on your behalf or allowing any of your rights exercise, we will ask for proof of identify and sufficient information about your interactions with us so that we can locate your personal data.
- If you would like to exercise any of these rights, please contact us using the contact details found below in the 'Contact Us' section and we will provide you with any necessary indications to make such rights effective under the provisions of the GDPR.
- You also have the right to lodge a complaint with the supervisory data protection body that regulates us if you have concerns about how we use your personal information. To this purpose the supervisory boy is the Spanish Data Protection Agency, which can be reached at www.agpd.es.
- You also have the right to ask us not to process, or to stop processing, your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time via unsubscribe links present on our email communication or simply by contacting us (see 'Contact' section).

7. How long will we process your data

- We store your personal data on our systems for as long as is necessary for the provision of the relevant service or as laid down in a relevant agreement that you have with us. In the case of processing your data for sending promotional communications we will process your data until you tell us you don't want to receive those communications anymore. We review our retention periods for personal data on a regular basis.
- We are also required to retain certain types of data in order to comply with legal obligations. We will only keep the data for the period required under the relevant laws and delete it when these periods expire.

8. Security precautions

- We will process your personal data with the utmost care and confidentiality in accordance with the applicable legislation and regulations. We will take all necessary security measures to prevent 'data breaches' and to guarantee the secure processing of personal data.
- If you visit other websites, please consult the privacy policy of the site you are visiting. We cannot be held responsible for the privacy policies or actions of other websites, even if:
 - You have reached this external website by following links on our website;
 - You have reached our website by following a link from an external website.
- We recommend that you consult the privacy policy of each site you visit and contact the owner of that site with any questions or comments you may have.

9. Cookies

- The website may use 'cookies' and other technologies such as pixel tags and web beacons. These technologies help us to improve and deliver a better and more personalized service by enabling us to:
 - Estimate our audience size and usage patterns;
 - Store information about your preferences, allowing us to better customize the services according to your individual interests;
 - Speed up your searches; and
 - Recognize you when you return to the website.

- You may refuse to accept cookies by activating the appropriate settings on your browser. Check with your provider to find out how to disable cookies. Please note that certain features of the website may not be available if cookies are disabled.
- Please check our Cookies policy on the website for further details.

10. Recruiting Statement

- By sending us your CV or other personal information in response to a vacancy or as part of a spontaneous application, you confirm that we may use and transfer data as described in this privacy policy.
- You may provide personal information to us related to education, employment, contacts, preferences, job qualifications, and jobs when you submit an application. We recommend that you do not disclose sensitive personal information (e.g., height, weight, religion, philosophical or political beliefs, financial data, sexual orientation, membership of a trade union or political party) in your CV or any materials in support of your application. To the extent you provide sensitive personal information, you expressly authorize Retro Barcelona to handle such details as specified in this Statement.
- We will use your personal information for recruitment purposes and if you are offered a job or are employed by Retro Barcelona, we will use it for other employment-related purposes.
- You can exercise your rights as described in this Privacy Policy.
- We may also retain your information after the recruitment process is completed in order to contact you about potential future opportunities for a period of three years from the date of your application. However, it is possible that we may keep your data in anonymous form for longer for statistical purposes.

11. Contact

Retro Barcelona can be contacted by post or by e-mail using the following details:

- **Retro Barcelona SL**
- Address: Carrer Girona 81, 08009 Barcelona, Spain
- Email: info@retrome.net
- Tel.: +34 (0) 931744037

General Terms and Conditions

- The website <http://retrome.net> edited by Retrome Hospitality Services BV a private company registered in the chamber of commerce under no. 60269111, headquartered at Utrecht, the Netherlands, holding tax NL853836152B01.
- Contact us at: info@retrome.net
- **1. Preamble**
- 1. Retrome Hospitality Services BV operates the website <http://retrome.net> (hereinafter referred to as the “Website”), the Retrome Hotel Group reservation website.
- 2. The Website and Mobile Services enable users to reserve rooms in the various hotel brands managed by Retrome Hospitality Services BV
- 3. The customer confirms having received from Retrome Hospitality Services BV all the necessary information on the Website or Mobile Services.
- 4. All reservations made via the Website or Mobile Services imply consultation and full and unreserved acceptance of these terms and conditions and the conditions of sale for the rate reserved.
- 5. Customers agree to these terms and conditions and the conditions of sale for the rate reserved at the time of reservation; no reservation is possible without this agreement.
- 6. Customers have the option of saving these terms and conditions by using the standard functions on their browser or computer.
- 7. The Website and Mobile Services include the following information:
 - The legal notice enabling precise identification of Retrome Hospitality Services BV and stating its corporate name, the address at which it operates, its email address, telephone number, registered office, individual TAX identification number, and, if different, the address of the establishment responsible for the offer.
 - The main features of the accommodation offered (hotel facilities may be viewed at the reservation stage depending on the hotel and room type selected)
 - Additional services offered (valid only on the Website)
 - • Prices
 - • Payment methods
 - • General terms and conditions of sale and conditions of sale for the rate reserved
 - • Validity of the offer and its price
 - • Minimum length of the proposed contract, if applicable
 - • Methods of payment accepted.
- 8. The main features of the accommodation offered, prices and available dates of the accommodation are shown on each hotel page during the reservation process.
- 9. Before ordering services, customers state that the reservation of these services is for their own personal use.
- 10. As consumers, customers have specific rights, which would be called into question in the event of the services reserved being used for the purpose of their commercial, industrial, business or professional activities.
- 11. All information available on the Website and Mobile Services is given in English as well as in several other languages.
- 12. Customers confirm that they have full legal capacity to commit to these terms and conditions.
- **2. Definitions**

- The terms used in this document are defined as follows:
- « acknowledgement of receipt »:
- Email sent by the Website or Mobile Services to the customer summarizing the customer's reservation and confirming its receipt by the Website or Mobile Services.
- “confirmation of booking”:
- Virtual document summarizing the services reserved by the customer on the Internet, and possibly stating the customer's bank card number in the context of a prepayment or guarantee. Acceptance of the reservation confirmation by the customer constitutes a contractual commitment.
- « customer »:
- Individual acting for personal or professional reasons but without relation to hotel activity.
- « consumer »:
- Any individual acting for purposes that do not fall within the remit of his/her commercial, industrial, business or professional activity.
- « email »:
- Any message, in text, voice, sound, or image format, sent by a public communication network and stored on a network server or in the recipient's workstation equipment until it is retrieved by said recipient.
- « reservation request »:
- Request for a hotel room reservation submitted by the customer via Mobile Services or the Internet.
- « online reservation »:
- Reservation of hotel rooms through the virtual reservation form on the Website or Mobile Services.
- « service »:
- Reservation of hotel rooms whose main features are given on the Website or Mobile Services.
- “Mobile services”:
- All services and protocols making it possible to connect mobile terminals to the Internet, and in particular, enabling consultation and reservation of hotel services supplied by Retrome Hospitality Services BV.
- « website »:
- Electronic service operated by Retrome Hospitality Services BV on the Internet, available at www.retrome.net
- **3. Subject**
- 1. These terms and conditions define the rights and obligations of the parties within the scope of the remote reservation of services offered by Retrome Hospitality Services BV through its Website and Mobile Services.
- 2. They cover all stages required for reservation and post-reservation between the contracting parties.
- 3. Customers acknowledge having read and accepted these terms and conditions of sale and the conditions of sale of the rate reserved, available on the Website and Mobile Services. By accepting these terms and conditions, customers expressly accept the provisions of this Charter.
- **4. Scope of application**

- These terms and conditions of sale apply to all reservations made on the Internet, via the Website or Mobile Services.
- **5. Duration**
 - 1. These terms and conditions of sale apply for the entire duration that Retrome Hospitality Services BV services are available on the Website and Mobile Services.
 - 2. Retrome Hospitality Services BV reserves the right to temporarily or permanently shut down access to its Website and/or Mobile Services or online booking space without prior notice.
- **6. Reservations**
 - 1. Customers select the services displayed on the Website or Mobile Services.
 - 2. Customers confirm that they are aware of the nature, purpose and reservation methods of the services available on the Website or Mobile Services and have requested and obtained the necessary and/or supplementary information needed to make the reservation in full knowledge of the facts.
 - 3. For reservations relating to business groups, leisure groups etc., inquiry by sending an email to info@retrome.net, should be used.
 - 4. Customers are solely responsible for their choice of services and the suitability of those services for their needs. Retrome Hospitality Services BV cannot be held responsible in this respect.
 - 5. The reservation is deemed to have been accepted by the customer at the end of the reservation process.
- **7. Reservation process**
 - 1. Reservations by customers are made using the virtual reservation form available online on the Website or through the Mobile Services.
 - 2. A reservation is deemed to have been made on receipt by Retrome Hospitality Services BV of the reservation form or reservation request, or when an online prepayment is made by bank card.
 - 3. Prior to any reservation, customers must complete the information required on the reservation form or request.
 - 4. Customers attest to the truth and accuracy of the information submitted.
 - 5. The reservation process includes the following main steps:
 - Step 1: Finding a hotel and selecting a room and rate.
 - Step 2: Selecting, where applicable, one or more supplementary services (applies to the Website only)
 - Step 3: Checking the reservation details, total price and applicable terms and conditions of sale, and making any necessary changes to the selection (room, rate, supplementary services), in the case of online reservations only.
 - Step 4: Completing the customer's details.
 - Step 5: Entering credit card details in the case of guarantee request or prepayment.
 - Step 6: Consulting and accepting the terms and conditions of sale and the conditions of sale for the rate reserved before confirming the reservation.
 - Step 7: Reservation confirmation by the customer.
- **8. Reservation acknowledgment of receipt**
 - 1. The Website and Mobile Services acknowledge receipt of the customer's reservation by email immediately.

- 2. For online reservations, the emailed acknowledgment of receipt of the reservation summarizes the contract offer, services reserved, prices, conditions of sale accepted by the customer relating to the rate selected, date of reservation, information relating to the after-sales service, and the address of the hotel's premises to which the customer should send any complaints.
- **9. Customer service**
- For complaints relating to hotel reservations, Customer Service is available seven days a week between 10.00 and 22.00, Netherlands time (UTC/GMT +02:00), at the following telephone numbers:
 - - Tel.:
 - +34 931744037 for Retrome Urban Retreat Barcelona,
 - +39 0670495471 for Retrome Urban Retreat Rome.
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 - - Email for reservations made on the Website and Mobile Services: info@retrome.net
 - The postal address is:
 - Retrome Urban Retreat Barcelona - Carrer de Girona, 85, 08009 Barcelona, Spain
 - Retrome Urban Retreat Rome - Marco Aurelio 47, Rome 00184, Italy
- **10. Cancellation or modification by the customer**
- 1. The conditions of sale for the rate reserved specify the terms for canceling and/or changing the reservation.
- 2. When permitted by the conditions of sale for the rate reserved:
 - - Changes to reservations can be made directly with the hotel, whose telephone numbers are stated on the reservation confirmation sent by email.
- 3. If cancellation is requested up to 7 days prior to arrival, the agreed price does not have to be paid. In the case of reservation with prepayment, the amount can be refunded if cancellation is requested up to 7 days prior to arrival.
- 4. Unless expressly stated otherwise, customers must vacate their room before 11.00 am on the final day of the reservation. Failing this, an additional night might be charged.
- **11. Hotel stay**
- 1. In application of the regulation, customers may be asked on arrival at the hotel to fill out a registration card. For this purpose, customers will be asked to provide identification so that a check can be made to decide if they need to complete the registration card or not.
- 2. Pets are not allowed at Retrome locations, unless provided with prior-to-arrival permission of the hotel.
- 3. Customers agree and undertake to use their room responsibly. Therefore, any conduct contrary to accepted standards of behavior and public order will result in the hotel's manager asking the customer to leave the hotel with no compensation and/or refund if a payment has already been made. If no payment has been made, the customer will have to pay the price of nights already stayed before leaving the hotel.
- 4. The hotels offer complementary WIFI access that allows customers to connect to the Internet. Customers undertake to ensure that computing resources made available to them by the hotel are not used in any way for reproduction, representation, provision or communication to the public of works or objects protected by copyright or a related right, such as texts, images, photographs, musical works, audiovisual works, software or video games, without the authorization of the copyright holder provided for in Intellectual

Property law in The Netherlands when this authorization is required. Customers who do not comply with the above obligations risk being found guilty of infringement of copyright (Section 1019h of the Dutch Code of Civil Procedure), the principle that in the event of an infringement of intellectual property rights, the party rules against will be ordered to pay the full costs of the proceedings of the party found for.

- Customers are also required to comply with the security policy of the hotel's Internet service provider, and with the rules for the use of security resources whose purpose is to prevent the illicit use of computing resources, and to refrain from any act that might undermine the effectiveness of these resources.
- **12. Guarantees**
 - 1. Customers will receive a contractual guarantee applicable to the service.
- **13. Responsibility**
 - 1. Photographs displayed on the Website and Mobile Services are not contractual. Although every effort is made to ensure that photographs, graphic images and text used to illustrate hotels provide as accurate an impression as possible of the accommodation offered, variations may occur, in particular as a result of changes to furniture or possible renovations.
 - 2. Retrome Hospitality Services BV cannot be held responsible for the non-fulfillment or inadequate fulfillment of the reservation in cases of force majeure, actions of third parties, and actions of customers, in particular the non-availability of the Internet network, inability of accessing the Website, external intrusion, computer viruses, or non-authorized prepayment by the card holder's bank.
 - 3. Hyperlinks may link to sites other than the Retrome Hospitality Services BV Website or Mobile Services. Retrome Hospitality Services BV accepts no responsibility for the content of these websites or the services offered on them.
 - 4. Any reservation or payment that is irregular, ineffective, incomplete, or fraudulent for any reason attributable to the customer will result in the cancellation of the order at the customer's expense, without prejudice to any civil or criminal action brought against the customer.
- **14. Complaints**
 - 1. Complaints relating to the failure to execute or poor execution of hotel services must, under penalty of foreclosure, be made known to Retrome Hospitality Services BV in writing within ten days of the date of departure from the hotel, either directly to the hotel or to the Customer Service address indicated above.
- **15. Prices**
 - 1. Prices relating to the reservation of services are indicated before and during reservation.
 - 2. Prices shown are per room for the number of person(s) and date selected.
 - 3. Prices are confirmed to the customer inclusive of all taxes in the commercial currency of the hotel and are valid only for the period stated on the Website or Mobile Services.
 - 4. If payment to the hotel is made in a currency other than the currency confirmed on the reservation, the customer is liable for the exchange fees.
 - 5. All reservations, regardless of their origin, are payable in the hotel's local currency unless specifically indicated otherwise at the hotel.

- 6. Unless stated otherwise on the Website, additional services are not included in the price. Unless stated otherwise on the Mobile Services, breakfast is not included in the price.
- 7. Tourist tax, specified on the rates page, must be paid directly to the hotel.
- 8. Prices are inclusive of VAT applicable on the day of reservation and any change to the applicable VAT rate will be automatically reflected in the prices shown on the date of billing.
- 9. Any change or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices shown on the date of billing.
- 10. If a rate states that payment is to be made on arrival at or departure from the hotel, and the customer's currency is not the same as that of the hotel, the rate debited by the hotel may differ from that indicated when the reservation was made, on account of a possible difference between the exchange rate on the date of reservation and the dates of the hotel stay.
- 11. When confirming the customer's reservation, Retrome Hospitality Services BV will state the total amount of the order.
- 12. Rates may be increased by different taxes according to cities/countries. Customers undertake to pay the various taxes, without complaint to Retrome Hospitality Services BV
- 13. Certain promotional offers available on the Internet are sold exclusively on the Internet, that is, remotely and in no circumstance at the hotel.
- **16. Payment**
- 1. Customers provide their bank details as a guarantee of the reservation except where special conditions or rates apply, using a credit card or charge card (Visa, MasterCard) according to the hotel selected, indicating directly in the area provided for this purpose (secure entry by SSL encryption) the card number without spaces, its expiration date and the card security code as prepayment via the website. This purpose (secure entry by SSL encryption) the card number without spaces, its expiration date and the card security code as prepayment via the website.
- 2. Payment is debited at the hotel during the stay, except in the case of special conditions or rates when payment is made at the time of reservation (online prepayment on certain rates). This prepayment serves as a deposit. In the case of a rate not prepaid online, the hotel may ask the customer on arrival for a deposit or an authorization to debit the credit card, in order to guarantee payment of the amounts corresponding to the services provided by the hotel.
- 3. In the event of a no-show (reservation not canceled - customer fails to arrive) when a reservation has been guaranteed by credit card, the hotel will debit a compensatory flat rate, equivalent to the amount of the total reservation charge from the customer's credit card that was given to guarantee the reservation.
- 4. At the time of prepayment, the amount debited for the reservation includes the price of accommodation, taxes related to the accommodation, the price of breakfast (if selected), taxes related to breakfast and any other supplementary services selected by the customer (as mentioned in point 15.6).
- 5. In the case of a rate subject to prepayment online, the amount paid in advance, namely the deposit, is debited at the time of reservation
- **17. Agreement on evidence**

- 1. Entry of the necessary bank details and acceptance of these terms and conditions and the reservation form or request constitute an electronic signature equivalent in stature to a physical signature between the parties.
- 2. The computerized records retained in the IT systems of Retrome Hospitality Services BV will be kept under acceptable levels of security and will be considered as proof of communication, orders and payments between the parties.
- 3. Customers are hereby informed that their IP address is recorded at the time of reservation.
- **18. Force majeure**
- 1. Retrome Hospitality Services BV. cannot be held responsible to the customer if it fails to carry out its obligations as a result of force majeure. Cases of force majeure or acts of God are those events usually recognized as such by the jurisprudence of Dutch Courts.
- 19. Settlement of disputes
- 1. In the event of a dispute relating to these terms and conditions, customers are informed by Retrome Hospitality Services BV of the possibility of recourse to a conventional mediation procedure or to any alternative method of dispute settlement.
- **20. Applicable law**
- These terms and conditions of sale are governed by Dutch law without obstructing the mandatory protective provisions that may be applicable in the consumer's country of residence.
- **21. Entirety of agreement**
- 1. These terms and conditions of sale, conditions of sale for the rate reserved by the customer, and the reservation form or request express the parties' obligations in their entirety.
- 2. No general or specific condition communicated by the customer can be incorporated into these terms and conditions.
- 3. The documents constituting the contractual obligations between the parties are, in descending order of priority, the reservation form or request (covering the specific conditions of the rate reserved) and these terms and conditions.
- 4. In the event of a discrepancy between the reservation form and the terms and conditions, only the provisions in the reservation form will apply for the obligation in question.
- **22. Development/modification of the terms and conditions of online sale**
- These terms and conditions of online sale may be modified and/or supplemented at any time by Retrome Hospitality Services BV. In this case, the new version of the terms and conditions of online sale will be put online by Retrome Hospitality Services BV and will automatically apply for all customers with immediate effect.
- Customers should also consult the supplementary terms and conditions of sale related to each rate, room type or service type shown on the price list.