

If you make a reservation with Casa Bodhi through one of our digital channels such as our website, mobile website or app (our "Site"), these booking conditions ("Booking Conditions") and any other written information that we brought to your attention before confirming your reservation will apply.

Please read these Booking Conditions carefully. They explain a number of important matters, and describe our respective rights and obligations.

In these Booking Conditions, "you" and "your" refer to the former person on the reservation as well as persons on whose behalf the reservation was made. The Site is owned by Casa Bodhi and if you make a reservation, your booking is with us.

By making a reservation, the first person on the reservation agrees on behalf of all persons mentioned in the reservation that:

- **he/she has read these Booking Conditions and has the authority to be bound by them;**
- **he/she consents to our use of information in accordance with our Privacy Policy;**
- **he/she is over 18 years of age and, when placing an order for age-restricted services, declares that he/she and all members of the party are of appropriate age to purchase these services; and**
- **he/she accepts the financial responsibility to pay for the reservation on behalf of all persons mentioned in the reservation.**

1. Reservation

Follow the instructions on the Site to make a reservation with us. To confirm your reservation, please provide credit or debit card details.

Please check that your reservation details are correct before submitting your reservation request. We will not be liable for any delay or non-performance of your reservation if you provide us with incorrect information.

Your reservation has been confirmed and a binding agreement will be concluded between you and us once we have sent you a confirmation with a valid confirmation number as confirmation of your reservation. If, upon receipt, you believe that certain information on the confirmation is incorrect or you would like changes to be made, you must contact us immediately as it is not possible to make changes later.

We reserve the right, at our option, to refuse a reservation and to refuse to provide a confirmation.

2. Pay for your reservation

At Casa Bodhi hotel you can pay in cash or by credit/debit card.

Depending on the type of booking, a full prepayment of the reservation amount may be required at the time of booking. The full amount of the reservation can be charged to your credit/debit card at any time between the booking and the check-in date.

If you have not paid for your reservation in full at the time of booking, you must pay the full amount upon arrival at the hotel.

If we do not receive all payments due in full and on time, we have the right to assume that you wish to cancel your reservation. In this case, we are entitled to keep all amounts paid or payable on that date, and you will be required to pay the cancellation fees we have provided to you at the time of booking.

Payments for any extras (e.g. minibars, extra meals) must be made directly to the hotel before check-out.

3. Prijzen

The price of your reservation and the conditions under which payment, changes and cancellations were made depend on your room, booking type and other factors, and you will be informed of these conditions when booking. **Please note that all rates are subject to availability.**

Our prices are 'dynamic' and differ depending on supply and demand. The price of your reservation will be confirmed at the time of booking and will not be adjusted in the event of exchange rate fluctuation between that date you booked your stay and your arrival date. **You should always check the price at the time of booking.**

Unless otherwise stated on the Site, the price does not include additional services (breakfast etc.).

We reserve the right to correct errors in both advertised and confirmed prices. We do this as soon as we become aware of the error.

The price of our confirmed reservation is at all times subject to the correction of errors and changes resulting from government action such as changes in tax or other changes imposed by the government, and changes in the exchange rates of currency. We reserve the right to pass on to you any increases in the price of your reservation as a result.

Certain offers available on the Internet are sold exclusively on the Internet, i.e. remotely and under no circumstances at the hotel counter.

4. Accuracy

We strive to ensure that all information and prices on both our Site and in our marketing materials are accurate. However, changes and errors may sometimes occur and we reserve the right to correct prices and other data in this case. You should check the current price and all other details related to your chosen reservation before booking.

5. Changes on your part

If you wish to make changes to your confirmed reservation, please follow the procedure stated in your booking confirmation. Although we do our best to help you, we regret that we cannot always comply with your requests for change. If changes can be made, you will be liable for the payment of any additional costs we incur for this. See also specific conditions communicated to you at the time of booking.

6. Cancellation on your part

If you wish to cancel your confirmed reservation, you must follow the procedure stated in your booking confirmation.

You can cancel free of charge up to 14 days before arrival.

Please note that certain reservations are non-refundable in the event of cancellation once the reservation has been confirmed. If the reason for your cancellation is covered by the terms of your insurance policy, you can claim a refund of these costs.

7. Shortening

If you decide to check out before it is mandatory, we will not be able to refund the cost of the unused remaining time of your reservation, or be liable for any additional costs you incur in doing so. Depending on the circumstances, your travel insurance may offer shortening coverage, and we recommend that you file any claims directly with them.

8. If we cancel your reservation

We may cancel your reservation at any time with immediate effect by notifying you in writing (including email) if you fail to pay all costs related to your reservation in full and on time, or if you otherwise breach any provision of these Booking Conditions. This is in addition to other legal rights and remedies we have as a result of your breach of contract.

In exceptional circumstances, we may be forced to cancel your reservation due to 'force majeure'. If this happens, we will notify you as soon as possible, and:

- **if you have already paid, we will refund your costs; or**
- **If you haven't paid for your reservation yet, you don't need to.**

We regret that we are unable to contribute to any expenses or losses you suffer due to such a change or cancellation.

For the purposes of this clause, "**force majeure**" is defined as any event that we could not foresee or avoid, even with due care, as a result of which we are unable to provide you with your room. These events include but are not limited to war, threat of war, civil unrest, terrorist activities and the consequences of the threat of such activities, riots, acts of a government or other

national or local authority including port authorities, labor dispute, closure, natural or nuclear disasters, fire, chemical or biological disasters and adverse weather, sea, ice and river conditions and such events beyond our control.

9. Insurance

We strongly recommend that you take out personal travel insurance for all members of your party. It is your responsibility to ensure that the insurance coverage you purchase fits your personal needs. We do not check insurance policies.

10. Special Requests

If you have any special requests, please inform us when you make your reservation. Although we strive to pass on all reasonable requests to the relevant hotel, we regret that neither we nor the hotel concerned can guarantee that any request will be fulfilled unless we have specifically confirmed to you in writing that this will be done. The fact that a special request has been mentioned on your confirmation or other documents, or has been forwarded to the hotel is not confirmation that the request has been fulfilled. Failure to comply with a special request is not a breach of the agreement by us unless the request has been specifically confirmed. We do not accept reservations that are dependent on fulfilling a special request.

11. Disabilities and medical problems

If you or someone in your party has a medical problem or disability that may affect your stay, please inform us before booking so that we can advise on the suitability of the chosen room. In any case, you must provide all details in writing when you make a reservation. If the hotel feels reasonably unable to adequately meet the specific needs of the data subject, we reserve the right to reject the reservation, or, if not all details are provided at the time of booking, to cancel it if we become aware of this data.

12. Complaints

If you wish to make a complaint during your stay, you must inform the hotel owner immediately, who will endeavour to put things in order. If the complaint cannot be resolved and you wish to proceed with your complaint, you must submit a formal written statement of your complaint to us via annoeska@casabodhi.com within 7 days of the end of your stay, stating your reservation number as well as any other relevant information. This allows us to identify your problems quickly and answer you faster. Failure to follow the procedure described in this provision may affect our ability and the ability of the affected supplier to investigate your complaint, and will affect your rights under this agreement.

If you still believe that your complaint has not been resolved and you live in an EU Member State, you can also contact the European Online Dispute Resolution Platform on ec.europa.eu/consumers/odr/.

13. Conduct

When you book, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for such damage or loss must be paid directly to the hotel at that time. If you fail to do so, you are responsible for resolving all complaints subsequently filed against us (as well as your own full litigation costs and those of the other party) as a result of your actions. The hotel reserves the right to terminate your stay or that of any other member of your party for misconduct, if they deem it reasonably appropriate. No refunds will be given. In addition, neither we nor the hotel are in any way obliged to pay compensation or reimburse any costs or expenses you may incur as a result of the termination of your stay.

14. Our liability

We will not be liable and will not pay you compensation for any injury, illness, death, loss, damage, expenses, costs or other complaints resulting from:

- **the act(s) and/or omission of the data subject(s);**
- **the act(s) and/or omission of a third party that is not connected with the provisions of the accommodation for which an agreement has been entered into and which were unpredictable or unavoidable;**
- **unusual or unforeseen circumstances beyond our control, the consequences of which could not be avoided even if all necessary care had been taken; or**
- **an event that we could not have foreseen or prevented even with the utmost care.**

We limit the amount of compensation we must reimburse you if we are found liable for any reason, as follows:

(a) loss of and/or damage to luggage or personal effects and money or complaints of illness: the maximum amount we must pay you in connection with these complaints is the amount corresponding to the full amount on your insurance policy applicable to this type of loss per person, as you will be deemed to have taken out appropriate insurance to cover such losses.

(b) Complaints not covered by (a) above and not involving injury or death: the maximum amount we are required to pay you in respect of these complaints is twice the total amount paid by or on behalf of the data subject(s). This maximum amount must only be paid if you have not benefited at all from your booking.

We accept our liability under this provision provided that you submit any complaint to us in full compliance with the complaints procedure set out in these Terms.

If a payment is made, the person(s) receiving it (and their parent or guardian if under the age of 18) must also assign us or our insurers all rights they have to sue a third party, and must provide us and our insurers with all reasonably necessary assistance.

Please note that we accept no liability for damage, loss or expense or other amounts of any kind:

- (a) which, based on the information you provided to us regarding your booking before accepting it, we could not have foreseen that you would incur or occur if we broke our contract with you; or
- (b) with respect to any matter.

We accept no responsibility for services or facilities that are not part of our agreement with you. Excursions or other tours that you decide to book or pay for during your stay at the hotel are not part of your contractual arrangements with us.

Photos on the Site are not contractual. While every effort is made to ensure that photographs, graphics and text illustrating hotels provide the most accurate impression of the accommodation, differences may occur, in particular due to altered furniture or possible renovations.

Hyperlinks in the booking information may be linked to sites other than the Site and we accept no responsibility for the content of these websites or the services offered on them.

15. Disputes

Guests should first contact Casa Bodhi in an attempt to settle the dispute amicably. If no amicable settlement has been reached within 60 days.

17. Modification of the Booking Conditions

We may amend and/or supplement these Booking Conditions at any time. In this case, we will put the new version of the Booking Conditions online. They will apply automatically and with immediate effect to all customers.

RoomRaccoon respects the privacy of visitors to its website, in particular their rights with regard to the automated processing of personal data. We have therefore formulated and implemented a policy aimed at full transparency towards our customers with regard to the processing of personal data, its purpose or purposes and the possibilities to exercise your legal rights in the best possible way.

If you would like additional information about the protection of personal data, please visit the website of the Dutch Data Protection Authority: <https://autoriteitpersoonsgegevens.nl/nl>.

As long as you do not accept the use of cookies and other tracking devices, we will not place non-anonymized analytical cookies and / or tracking cookies on your computer, mobile phone or tablet.

By continuing to visit this website, you accept these terms of use and accept the use of cookies and other tracking systems, unless we have provided another method of accepting cookies on our website.

The currently available version of this privacy policy is the only version that applies during the visit to our website until a new version replaces the current version.

Article 1 - Definitions

1. Website (hereinafter: "Website") RoomRaccoon. Bookings Engine used for Casa Bodhi, legal company name Casa Bodhi.
2. Responsible for the processing of personal data (hereinafter: "controller"): RoomRaccoon, established at Keizerstraat 15, 4811 HL Breda, The Netherlands, Chamber of Commerce number: 67848540 .

Article 2 - Responsibilities

1. The controller is not liable for malfunctions, interruptions or problems in the functioning of the website, as a result of which the website or one of its functionalities is (temporarily) inaccessible. You are solely responsible for how you connect to our website. You must take all appropriate measures to protect your equipment and data against dangers such as virus attacks on the Internet. In addition, you are responsible for which websites you visit and what information you search for.
2. The administrator is not liable for any legal action taken against you
 - due to the use of the website or services accessible via the internet
 - for violating the terms of this privacy policy
3. The administrator is not liable for any damage incurred by you or third parties or your equipment as a result of your connection to or use of the website and you will refrain from any subsequent (legal) action towards the administrator.
4. If the controller is involved in a dispute due to your misuse/use of this website, he is entitled to (re)claim all resulting damage from you.

Article 3 - Collection of data

1. Your personal data will be collected by RoomRaccoon and (an) external processor(s).
2. Personal data shall mean any information relating to an identified or identifiable natural person ('data subject').
3. An identifiable natural person shall be a person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
4. The personal data collected on the website are mainly used by the controller to maintain a (commercial) relationship with you and, if applicable, to process your orders. They are entered in an (electronic) register.

Article 4 - Your rights in relation to information

1. Pursuant to Article 13(2)(b) GDPR, every data subject has the right to information about, and access to, rectification, erasure and restriction of the processing of his or her personal data, as well as the right to object to the processing and the right to data portability.
2. You can exercise these rights by contacting us via info@roomraccoon.com.
3. Each request must be accompanied by a copy of a valid proof of identity, on which you place your signature and state the address at which we can contact you.
4. You will receive an answer from us within one month of the submitted request.
5. Depending on the complexity and number of requests, this period may be extended to two months.

Article 5 - Data retention

The collected data is used and stored for the duration determined by law.

Article 6 - Applicable law

These terms and conditions are governed by Dutch law. The court in the district where the controller is located has exclusive jurisdiction to hear disputes about these terms and conditions, unless a legal exception applies.

This privacy statement applies since Monday, October 11, 2021, until further notice.