



General terms and conditions Bahia Apartments N.V.

Article 1 Definitions

In these general terms and conditions, the following terms are understood to mean the following.

1.1 Catering business

Companies such as hotels, restaurants, cafes and related companies (including catering companies, party service companies, etc.) that provide catering services and conclude catering agreements.

The term Catering Establishment refers not only to Bahia Apartments N.V. itself, but also to the other entities for and on behalf of whom Bahia Apartments N.V. carries out the operation. Bahia Apartments N.V., as well as the entities for which it performs the operation, will hereinafter be referred to as "Bahia".

1.2 Host

The person who represents Bahia in concluding and executing catering agreements.

1.3 Provision of catering services

The provision by Bahia of accommodation and / or food and / or drink and / or the provision of (hall) space and / or grounds, all with all associated activities and services, and everything in the broadest sense of the word.

1.4 Customer

The natural or legal person or company that has concluded a catering agreement with Bahia.

1.5 Guest

The natural person (s) to whom one or more catering service (s) must be provided on the basis of a catering agreement concluded with the customer. Where in the terms and conditions of guest, or customer, is spoken, both guest and customer are meant, unless it follows from the content of the provision and its purport that only one of them can be meant.

1.6 Catering agreement

An agreement between Bahia and a customer in respect of one or more catering services to be provided by Bahia at a price to be paid by the customer. The term reservation is sometimes used instead of the hospitality contract.

1.7 Reservation value (the value of the hospitality agreement)

The total turnover expectation of Bahia including service charge, (tourist tax) and turnover tax relating to a catering agreement concluded with a customer, which expectation is based on the averages applicable within that catering company.

1.8 Cancellation

The written notification by the customer to Bahia that one or more agreed catering services will not be used in whole or in part, or the written notification by Bahia to the customer that one or more agreed catering services do not provide in whole or in part will become.

1.9 No-show

Failure to use without cancellation by a guest of a catering service to be provided on the basis of a catering agreement.

1.10 Goods

All goods, including money, monetary values and monetary papers.

1.11 Online reservation

A reservation made using an online booking system available on the Bahia website.

Article titles are for reference only. No rights can be derived from it.

Article 2 Applicability

2.1 These general terms and conditions apply to the formation and content of all catering contracts of Bahia, as well as to all offers regarding the formation of these catering contracts. If, in addition, other general terms and conditions apply, these general terms and conditions will prevail in the event of a conflict.

2.2 Deviation from these general terms and conditions is only possible if this has been expressly agreed in writing with Bahia. In that case, the conditions apply with regard to what has been expressly agreed in writing.

2.3 These general terms and conditions also serve for the benefit of all natural and legal persons that Bahia makes use of or has made when concluding and / or executing a catering agreement or another agreement or exploiting Bahia.

2.4 Once these general terms and conditions have been declared legally applicable to a particular catering agreement, these general terms and conditions are deemed to be applicable to all subsequent catering agreements between the same parties, unless agreed otherwise in writing.

2.5 Unless Bahia has been expressly and in writing made known and confirmed in advance by Bahia, the guest and / or customer or any other (legal) person agrees to these general terms and conditions.

Article 3 Conclusion of catering agreements

3.1 Bahia may at any time refuse to conclude a catering agreement for any reason, except if such a refusal occurs purely on one or more grounds stated in Article 429c Penal Code (discrimination).

3.2 All offers made by Bahia with regard to the conclusion of a catering agreement are without obligation and subject to the proviso "while supplies last (or capacity)". If Bahia invokes the aforementioned reservation within a reasonable period to be determined according to the circumstances, the intended catering agreement is deemed not to have been concluded.

3.3 Catering agreements for (a) guest (s) entered into by intermediaries (shipbrokers, travel agencies, other catering companies, etc.), whether or not in the name of their relationship (s), are deemed to have been concluded at the expense and risk of these intermediaries. Bahia owes no commission or commission, by whatever name, to intermediaries, unless expressly agreed otherwise in writing. Payment in full or in part of the amount due by the guest will release the intermediary for the amount paid.

Article 4 General obligations of Bahia

4.1 Without prejudice to the provisions of the following articles, Bahia is obliged by virtue of the Catering Agreement to provide the agreed Catering Services at the agreed times in the manner customary in that Catering Establishment.

4.2 The obligation referred to in Article 4.1 does not apply:

- a. in the event of force majeure on the part of Bahia as referred to in Article 13;
- b. if the guest does not arrive or is more than half an hour late;
- c. if the customer in any other way does not fully meet all his obligations which he has for whatever reason towards Bahia.

4.3 Bahia is not obliged to receive and / or keep any good from the guest.

4.4 If Bahia charges any amount to the guest for the receipt and / or safekeeping of goods, Bahia must watch those goods as a good family man, without prejudice to the provisions of Article 10.

Article 5 Obligations regarding Bahia accommodations

5.1 Bahia is obliged to provide the guest with accommodation of the usual quality within its accommodations for the agreed period, with due observance of the provisions of the third paragraph.

5.2 Bahia is also obliged to be able to provide the associated catering services customary in its accommodations and to be able to provide the usual facilities there.

5.3 The accommodation must be available to the guest from 5 p.m. on the day of arrival to 1 p.m. on the day of departure.

5.4 Bahia must place the house rules for the guest in a clearly visible place for information purposes, or to place them or put them down, or to hand the house rules to the guest in writing. The guest is obliged to comply with the house rules.

5.5 Bahia does not allow pets within its accommodations.

5.6 Bahia is entitled to terminate any catering agreement due to (fear of) disturbance of public order. Dissolution takes place after consultation with the local authority. In such cases, Bahia is not obliged to pay any compensation.

Article 6 Bahia Accommodation Rules

6.1 Bahia is entitled to terminate the provision of catering services to a guest at any time without notice if the guest repeatedly violates the house rules, or otherwise behaves in such a way that order and tranquility in Bahia and / or the normal operation thereof can become or is disturbed. The guest must then leave the accommodation on first request. Bahia may only exercise its present authority if, in Bahia's reasonable opinion, the nature and seriousness of the offenses committed by the guest give sufficient reason to do so.

6.2 Unless otherwise agreed, Bahia is entitled to regard the reservation as expired if the guest has not reported to him on the first reserved day at 5 p.m., without prejudice to the provisions of Article 8.

6.3 A reservation is only final after the reservation has been confirmed in writing by the customer or by Bahia.

6.4 If the arrival and / or departure date is changed, the original, definitive reservation will lapse and, in mutual consultation, a new definitive reservation will be made.

6.5 An increase in the number of accommodations originally definitively reserved is only possible in consultation with Bahia. Bahia is in no way responsible for the reproduction, without consultation, of the original

6.6 Bahia is entitled to require the guest to settle for accommodation other than that which should be made available under the catering agreement, except if such a wish is to be manifestly unfair and manifestly too objectionable for the guest. considered. In the latter case, the guest / customer has the right to immediately terminate the catering agreement to which the aforementioned wish of Bahia relates, without prejudice to his obligations under other catering agreements. The guest and / or customer, if Bahia saves expenses by providing other accommodation on the basis of the above than should be made available according to the catering agreement, is entitled to the amount of that saving. For the rest, Bahia will never be obliged to pay any compensation.

Article 7 Obligations of the restaurant business

7.1 Bahia is obliged to provide the agreed facilities to the guest at the agreed time and to provide the agreed food and drink of an amount, quality and in a manner that is customary in its restaurant.

7.2 If no food or drink has been agreed in advance, Bahia will provide on request that of the food and drink that it can provide at that time, without prejudice to the other provisions of Article 7.1.

7.3 Bahia is entitled to omit the provision of catering services or to discontinue it at any time if the guest does not behave in accordance with the status and operation of his restaurant. The

guest must leave the restaurant on first request. The restaurant company can, among other things, make demands regarding the clothing of the guest.

7.4 If the guest has not arrived within half an hour after the reserved time, the restaurant business can consider the reservation as canceled, without prejudice to the provisions of Article 8.

Article 8 Cancellations

8.1 Cancellation by customers, general

8.1.1 The customer is not authorized to cancel a catering agreement, unless he simultaneously irrevocably offers to pay the amounts set out below. Any cancellation is deemed to include such an offer. Such an offer will be deemed to have been accepted if Bahia does not immediately reject the offer. Cancellation must be in writing and dated. The customer cannot derive any rights from an oral cancellation. The provisions of Article 8 apply without prejudice to the provisions of other Articles.

8.1.2 The provisions of Articles 11.1 and 12.4 also apply to cancellations.

8.1.3 In case of no-show, the customer will in all cases be obliged to pay the reservation value.

8.1.4 If not all agreed catering services are canceled, the provisions below will apply pro rata to the canceled catering services.

8.1.5 Amounts that Bahia already owes to third parties in view of the canceled catering agreement at the time of cancellation must be fully reimbursed by the customer to Bahia at all times, provided that Bahia has not acted unreasonably by fulfilling the relevant obligations. to go. The amounts concerned will be deducted from the reservation value referred to in the following provisions.

8.2 Cancellation of the accommodations

When a reservation has been made, the following applies to cancellation of that reservation.

a. In case of Cancellation more than 2 months before the Commencement Date, the Customer is obliged to pay 25% of the Reservation Value to Bahia.

b. In case of Cancellation more than 1 month before the Commencement Date, the Customer is obliged to pay 50% of the Reservation Value to Bahia.

c. In case of Cancellation more than 14 days before the Commencement Date, the Customer is obliged to pay 75% of the Reservation Value to Bahia.

d. In case of Cancellation less than 14 days before the Commencement Date, the Customer is obliged to pay 100% of the Reservation Value to Bahia.

8.3 Cancellation by Bahia

8.3.1 Bahia is entitled to cancel a catering agreement with due observance of the following, unless the customer has indicated in writing within seven days after the conclusion of the relevant catering agreement to request that Bahia waive its cancellation authority, provided that the customer also unambiguously has indicated that he has waived his own cancellation authority.

8.3.2 Bahia is at all times authorized to cancel a catering agreement without payment of a fee, if there are sufficient indications that the meeting or stay to be held in Bahia under that catering agreement has such a different character than might be expected on the basis of announcement by the customer or on the basis of the capacity of customer or guests that Bahia would not have entered into the agreement had it been aware of the actual nature of the meeting. If Bahia makes use of this authority after the relevant meeting or stay has started, the customer is obliged to pay for the catering services enjoyed up to that time, but his payment obligation lapses for the rest. The compensation for catering services enjoyed is calculated in proportion to time, where applicable, without prejudice to the obligation to pay for catering services already enjoyed and / or ordered with regard to drinks and food.

8.3.3 Bahia is entitled, instead of exercising its power as referred to in Article 8.3.2, to impose further requirements with regard to the course of the relevant meeting or stay. If there are sufficient indications that these requirements are not or will not be complied with, Bahia is still entitled to exercise the power referred to in Article 8.3.2.

8.3.4 If and insofar as Bahia also acts as a travel organizer within the meaning of the law, the following applies to travel agreements within the meaning of the law. Bahia may change the travel agreement on a material point due to important circumstances, which are immediately communicated to the traveler. Bahia may also change the travel agreement other than on a material point because of serious circumstances, which are immediately communicated to the traveler. Up to twenty days before the start of the trip, Bahia may increase the travel sum due to changes in transportation costs including fuel costs, the charges payable or the applicable exchange rates. If the traveler rejects a change as referred to above, Bahia can terminate the travel agreement.

Article 9 Deposit and interim payment

9.1 Bahia may at any time require the customer to deposit or have deposited under Bahia a deposit amounting to a maximum of the reservation value minus any interim payments already made. Deposits received are properly administered, serve only as security for Bahia and expressly do not count as turnover already realized.

9.2 Bahia can always demand interim payment of catering services that have been provided.

9.3 Bahia may recover from the amount deposited in accordance with the preceding provisions all that which the customer owes him for whatever reason. The surplus must be paid back to the customer by Bahia immediately after the termination of any other catering agreements.

Article 10 Liability of Bahia

10.1 The exclusion of liability in this article does not apply insofar as Bahia has received compensation for the risk that has arisen from an insurance company or from another third party.

10.2 Without prejudice to the provisions in Article 4.4, Bahia is not liable for damage or loss of goods brought to the hotel by a guest who has taken up residence there. The customer indemnifies Bahia against claims from guests in this respect. The provisions here do not apply insofar as the damage or loss is due to intent or deliberate recklessness on the part of Bahia.

10.3 Without prejudice to the provisions of Articles 10.7 and 10.8, Bahia is never liable for any damage whatsoever suffered by the customer, the guest and / or third parties, unless the damage is the direct result of intent or deliberate recklessness on the part of Bahia. In particular, this exclusion of liability also applies to damage arising as a result of consuming foodstuffs prepared or served by Bahia and for damage arising as a result of automation problems. If mandatory law only allows a less extensive limitation of liability, the less extensive limitation applies.

10.4 Under no circumstances is Bahia obliged to pay a higher amount of compensation than:

1. the reservation value or, whichever is the greater;

2a. the amount paid by Bahia insurer to Bahia in respect of the damage, or;

2b. the compensation received from another third party in this respect.

10.5 Bahia is never liable for damage to or with vehicles of the guest, except if and insofar as the damage is the direct result of intent or deliberate recklessness on the part of Bahia.

10.6 Bahia is never liable for damage directly or indirectly to who or whatever arises as a direct or indirect consequence of any defect or any capacity or circumstance to, in or on any movable or immovable property of which Bahia is the holder, leaseholder, tenant than is the owner or is otherwise available to Bahia, except if and insofar as the damage is the direct result of intent or deliberate recklessness on the part of Bahia.

10.7 If damage occurs to the goods deposited for safekeeping, for which a compensation as referred to in Article 4.4 is charged, Bahia is obliged to compensate the damage to these goods as a result of damage or loss. Damage compensation is never due in respect of other goods present in the issued goods.

10.8 If Bahia takes delivery of goods or if goods are deposited, stored and / or left behind in any way whatsoever without Bahia stipulating any compensation, Bahia is never liable for damage to or in connection with those goods arise in any way, unless Bahia has deliberately inflicted this damage, or the damage is the result of Bahia's deliberate recklessness.

10.9 The customer (not being a natural person who does not act in the exercise of a profession or business) fully indemnifies Bahia against any claim, by whatever name, which the guest and / or any third party may assert against Bahia, if and for insofar as this claim can be related in the broadest sense to any (catering) service to be provided or provided by Bahia under any agreement with the customer or to the accommodation in which such a (catering) service was or was to be provided.

10.10 The indemnification obligation referred to in Article 10.9 also applies if the catering agreement with the customer and / or the guest has been dissolved in whole or in part for whatever reason.

Article 11 Liability of the guest and / or customer

11.1 The customer and the guest and those accompanying him are jointly and severally liable for all damage that is and / or will arise for Bahia and / or any third party as a direct or indirect result of default (attributable shortcoming) and / or tort, including violation of the house rules, committed by the customer and / or the guest and / or those accompanying him, as well as for all damage caused by any animal and / or any substance and / or any item of which they are the holder or which are their supervision.

Article 12 Settlement and payment

12.1 The customer owes the price determined in the catering agreement, the prices that apply at the time that the catering service (s) is (are) provided, which also includes the prices as stated on lists provided by the catering company are placed in a place visible to the guest or included in a list which is handed over to the customer / guest, if necessary at his request. Changes in the sales tax rate are passed on to the customer at all times.

A frame is deemed to be visible to the guest if it is visible in the normally accessible areas of Bahia.

For special services, such as the use of cloakroom, garage, safe, laundry, telephone, telex, TV rental, internet use, etc., an extra fee can be claimed by Bahia.

12.2 All bills, including bills relating to cancellation or no-show, are due by the customer and / or guest when they are presented to him. The customer must take care of cash payment unless otherwise agreed in writing or unless otherwise agreed.

12.3 When for an account for less than \$. 150, - an invoice is sent under the provisions of 12.2, then Bahia may additionally \$. 15, - charge administration costs. The provisions of this article apply mutatis mutandis to that amount.

12.4 The guest and the customer are jointly and severally liable for all amounts which one or both of them owe to Bahia for whatever reason. None of them can invoke any privilege of enforcement. Catering agreements are deemed to be concluded on behalf of each guest, unless otherwise agreed. By appearing, the guest indicates that the customer was authorized to represent him when concluding the relevant catering agreement.

12.5 As long as the guest and / or customer has not fully fulfilled all his obligations towards Bahia, Bahia is entitled to take and keep all goods brought by the guest and / or customer in Bahia, until the guest and / or customer has fulfilled all its obligations to Bahia to the satisfaction of Bahia. In addition to a right of retention, Bahia also has a right of pledge on the goods in question.

12.6 If other than cash payment has been agreed, all invoices, for whatever amount, must be paid to Bahia by the customer within fourteen days after the invoice date. If an invoice is sent,

Bahia is at all times entitled to charge a credit limitation surcharge of 2% of the invoice amount, which lapses if the customer pays the invoice within fourteen days.

12.7 If and insofar as timely payment is not made, the customer is in default from the 15th day, without any notice of default being required.

12.8 If the customer is in default, he must reimburse Bahia for all costs related to the collection, both judicial and extrajudicial. The extrajudicial collection costs are set at a minimum of 15% of the principal owed with a minimum of US \$ 100, all plus the turnover tax owed thereon.

12.9 In addition, from the moment that he is in default, the customer owes an amount of interest, which is 1.5% per month compound interest. Part of a month is calculated for the entire month when calculating the interest owed.

12.10 If Bahia has goods as referred to in Article 12.5 and the customer from whom Bahia has received the goods is in default for three months, Bahia is entitled to sell these goods publicly or privately and to recover from the proceeds thereof. . The costs associated with the sale are also borne by the customer and Bahia can also claim the proceeds from the sale for this. What remains after Bahia's story is paid to the customer.

12.11 Each payment, regardless of any note or comment made by the customer with that payment, will be deemed to deduct from the customer's debt to Bahia in the following order:

1. the costs of execution;
2. the judicial and extrajudicial collection costs;
3. the interest;
4. the damage;
5. the principal.

12.12 Payment is made in US Dollar. If desired, the payment can also be made in local currency (NAF), this amount will then be converted on the basis of the prevailing daily rate "sale to the public". If Bahia accepts foreign means of payment, the market rate applicable at the time of payment will apply. Bahia may, by way of administration costs, charge an amount corresponding to a maximum of 10% of the amount that is offered in foreign currency. Bahia can achieve this by adjusting the prevailing market rate by up to 10%.

12.13 Bahia is never obliged to accept checks, giro payment cards and other such payment methods and can attach conditions to the acceptance of such payment methods. The same applies to other means of payment not mentioned here.

Article 13 Force majeure

13.1 Any force majeure or unforeseen, foreseeable or unforeseeable circumstance that makes it difficult for Bahia to execute the catering agreement will be considered as force majeure for Bahia, which means that any shortcoming Bahia caused as a result cannot be attributed. becomes objectionable.

13.2 Such circumstances also include such circumstances with persons and / or services and / or institutions that Bahia wishes to make use of when executing the catering agreement, as well as everything that applies to the aforementioned as force majeure or a suspensive or resolute condition, as well as breach of contract. aforementioned.

13.3 If one of the parties to a catering agreement is unable to meet any obligation under that catering agreement, it is obliged to inform the other party as soon as possible.

Article 14 Found objects

14.1 In one of the buildings of Bahia, on the grounds and in its appurtenances, objects apparently lost or left behind, which are found by the guest, must be handed in to Bahia with due speed.

14.2 Bahia obtains ownership of objects of which the entitled party has not reported to Bahia within one year after their return.

14.3 If Bahia sends objects left by the guest to it, this will be entirely at the expense and risk of the guest. Bahia is never obliged to send.

Article 15 Additional provisions for online reservations

15.1 The provisions of this article apply without prejudice to the other provisions in these general terms and conditions.

15.2 Bahia offers the customer the opportunity to make an online reservation.

15.3 The customer enters all requested information on the reservation form on the website and confirms the authenticity and correctness of the transferred information.

15.4 The online reservation is made after Bahia has received the reservation form and this reservation has been confirmed by Bahia.

15.5 The confirmation referred to in Article 6.3 will be sent by e-mail upon receipt of the reservation form.

15.6 In case of online reservation, the customer has the following online payment options:

- a. IDEAL
- b. Sofort banking
- c. Paypal
- d. MasterCard
- e. VISA
- f. Bancontact / Mister Cash
- g. Giropay
- h. eMaestro

i. Visa Electron

j. V-Pay

k. EPS

15.7 If the customer cannot pay in the manner referred to in Article 15.6, Bahia can exceptionally stipulate that payment can also be made via Maestro or online bank transfer.

15.8 Special discounts may apply to online reservations. These only apply to internet bookings that are paid in the manner referred to in Article 15.6.

15.9 Bahia compiles the information on the website with the utmost care. Nevertheless, in the transfer of data and / or due to technical failures or other circumstances, inaccuracies in the data may occur and / or the data may be incomplete. All online reservations made are subject to changes and / or errors. If changes and / or errors as referred to in this paragraph lead to a change or increase in the price, the customer is entitled to free cancellation. In that case, no rights can be derived from the online reservation made.

15.10 Bahia cannot be held responsible for the non-or incorrect execution of the online reservation in case of force majeure, as referred to in article 13 or due to the customer, as well as the unavailability of the internet, the inability to access the website, a burglary from the outside, viruses or, in the case of prepayment, bank refusal or incorrectly executed payments that are not received in Bahia's account.

Article 16 Rules on diving courses

16.1 Applications

Bahia only processes applications from persons over the age of 18. Persons under this age must have written permission from parents or guardian.

16.2 “Liability Waiver”

Participation in a diving course is entirely at the expense and risk of the student / diver / The student undertakes to sign the standard PADI liability waiver, with which he also explicitly recognizes and accepts the aforementioned condition, together with the other conditions.

16.3 Medical statement

The student must fill in a medical statement truthfully before participating in a diving course. The student will receive this statement together with the registration form and a statement of understanding during registration. In a number of situations, a statement from a doctor or general practitioner is necessary, so read the medical statement carefully.

16.2 Cancellation by the student

16.2.1 In case of cancellation by the student of his or her registration for a diving course, the student owes the full course price of the diving course. Free cancellation is only possible if the student informs Bahia in writing or by e-mail that he has waived the agreement, whereby the following provisions apply:

a. Free cancellation is only possible within 4 days after registration and no later than 1 week before the course dates.

b. Free cancellation does not apply to any theory material already received, this amount will be charged.

16.2.2 In the event of premature termination of the diving course, the participant owes the full course price of the diving course.

16.3 Cancellation by Bahia

Bahia has the right to cancel the diving course. Bahia will personally inform the course about this at the latest 1 day before the start of the diving course. Bahia will offer the student an alternative course period in certain situations. If the student does not agree with this, Bahia will refund the paid course price by bank.

16.4 Complaints

Despite the care that Bahia takes in its activities, it is possible that the student has a justified complaint. The student must report this complaint to the instructor on the spot and directly, in order to give Bahia the opportunity to resolve this immediately. If the complaint is not handled satisfactorily, you will have the opportunity to submit the complaint to Bahia in writing up to 14 days after the end of the diving course.

Article 17 Conditions regarding the rental and purchase of diving equipment

17.1 Diving equipment

17.1.1 Bahia diving equipment can be either rented or purchased.

17.1.2 All rented / purchased materials are accepted and collected from Bahia.

17.1.3 The tenant declares to know the rented materials and their accessories, to know the operation and to approve them in the state in which they are located. The tenant declares to rent at his own risk. Bahia excludes any liability for any damage that may arise from the use of the rented materials.

17.1.4 Materials must be used in accordance with the intended use.

17.2 Responsibility for hired equipment

17.2.1 The materials rented by Bahia remain the property of Bahia. The tenant guarantees that he will not sell the rented materials or make them available to third parties.

17.2.2 The customer is obliged to handle the material provided by Bahia with care.

17.2.3 The material made available must be returned in the original state of delivery. When items are lost or damaged, the damage is reasonably recovered from the customer.

17.2.4 Checking the rented materials will take place upon return to Bahia.

17.3 Liability for purchased material

17.3.1 Bahia is not liable for complete or partial loss of the materials purchased and / or for damage to the materials sold.

17.3.2 There is no warranty on materials sold.

17.3.3 Defects that occur or are noticed after the purchase must be reported to Bahia immediately upon discovery, in writing or by e-mail, so that Bahia can consider a possible replacement. If in the opinion of Bahia a defect is not the result of careless or injudicious actions of the buyer, Bahia can replace it. Bahia will never be obliged to compensate any damage or costs.

17.3.4 Any error risk is borne by the buyer and will never give rise to termination of the sales agreement.

Article 18 Privacy statement website

18.1 Bahia only collects personal information that is provided specifically and voluntarily by the Client on the website. The information provided is used only for the purpose that the customer aims at it.

18.2 For the purpose of an online reservation, the following data is stored in the Bahia database: reservation number, e-mail address, username, password, full name, arrival date, departure date and external reference. The transfer of data takes place via a secure connection.

18.3 Bahia is very confidential with the information provided by the customer and / or guest. The data will only be provided to third parties on the basis of legal obligations or at the written request of the customer or guest.

18.4 Bahia will never collect special personal data via the website, including information regarding political views, religious beliefs, health or other matters.

18.5 At the request of a customer and / or guest, Bahia will remove the data of the customer and / or guest from the Bahia database.

18.6 General visitor data of visitors to the website will be deleted after every visit to the website. Only visitor statistics will be kept; for this purpose, on all websites related to Bahia Apartments N.V. cookies are stored on the hard disk of the visitor of the website. The visitor of the website always has the right to refuse cookies, in that case Bahia is never liable for any malfunctions and / or errors when using the website.

Article 19 Choice of law and disputes

19.1 Curaçao law is exclusively applicable to catering agreements between Bahia and a customer and / or guest. In case of disputes between Bahia and a customer and / or guest and persons accompanying them, the Court of Justice in Curaçao has exclusive jurisdiction.

19.2 All claims of the customer expire one year after the date on which they arose.

19.3 The invalidity of one or more of the stipulations in these general terms and conditions does not affect the validity of all other stipulations. If a clause in these general terms and conditions proves to be invalid for any reason, the parties are deemed to have agreed on a valid replacement clause that approximates the invalid clause as far as possible in scope and scope.