

## **LEGAL**

Bryghia Hotel (Bryghia BV)

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Belgium

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Last updated: 21<sup>st</sup> December 2020

### Terms & Conditions

#### **1. General Notice**

Bryghia Hotel (Bryghia BV) strives to ensure that the contents of this site are accurate and reliable. However, Bryghia Hotel (Bryghia BV) and its agents are not infallible, and errors and/or omissions may sometimes occur.

Therefore, Bryghia Hotel (Bryghia BV) disclaims any warranty of any kind, whether express or implied, as to any matter whatsoever relating to this website and any links thereto and therefrom. This includes, without limitation, as to the merchantability, non-infringement of intellectual property or fitness for any particular purpose.

Bryghia Hotel (Bryghia BV) does not warrant the accuracy, currency or completeness of the contents. This includes, without limitation, any information relating to prices or availability.

Bryghia Hotel (Bryghia BV) will from time to time revise the contents and/or the products, services and resources described therein and reserves the right to make such changes without any obligation to notify past, current or prospective visitors of this website.

#### **2. Applicable Law And Disputes**

All our policies are subject to Belgian law. Every dispute is also governed and determined by Belgian law and only the courts in the district where Bryghia Hotel's company Bryghia BV has its seat will be competent.

Bryghia Hotel (Bryghia BV) reserves the right to take a matter to any other competent court.

#### **3. Intellectual Property Rights**

The contents of the website [www.bryghiahotel.be](http://www.bryghiahotel.be), including trademarks, logos, drawings, data, product or company names, texts, images etc. are protected by intellectual property rights and belong to Bryghia Hotel (Bryghia BV) or entitled third parties.

#### **4. Prices And City Tax**

All prices are inclusive of service and VAT but exclusive of the mandatory city tax of €3 per person per night (+18 years old).

#### **5. Guarantee Policy**

All reservations require a guarantee or deposit in lieu. Methods that are accepted as a guarantee include: credit card, deposit, a pre-approved travel agent or a pre-approved company.

Guaranteed reservations are held until 10am the day after scheduled arrival.

## **6. Deposit Policy**

A deposit may be used as a method of guarantee. The following are accepted deposit methods: bank transfer or cash.

Deposits are per standard non-refundable (however to certain deposits apply exceptions depending on the cancellation policy agreed at the time of booking).

## **7. Payment Policy**

Payments to Bryghia Hotel (Bryghia BV) are to be made on the date(s) and in the amounts to be calculated as specified at the time of booking or outlined in contracts made.

If any services under the contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of Bryghia Hotel (Bryghia BV). Any additional charges due to Bryghia Hotel (Bryghia BV) for services provided shall be paid by the client on presentation of an invoice.

For room reservations made using the non-refundable rate, full payment will be taken at the time of booking. This payment is not refundable in the event of any amendment or cancellation.

For room reservations made using the flexible rate, the total amount of the reservation will be charged 24 hours before the day of arrival to the credit card which was provided at the time of booking. If the client chooses another method of payment, the hotel must be contacted at least 48 hours before arrival.

Cash payment is not accepted for walk-in guests. A valid credit or debit card must be swiped through the chip and pin machine and adequate authorisation taken.

Full payment will be taken from any walk-in guest upon arrival.

## **8. Check-In Policy**

Under Belgian law all guests are legally obliged to provide the hotel with photographic identification (= identity card, passport, driving license or residency permit) upon arrival regardless of their nationality. Failure to do so may result in the client being refused entry to the hotel.

## **9. Cancellation Policy**

### *Non-Refundable Rate*

A cancellation or modification is not possible as 100% of the total stay is charged at the time of booking.

It is impossible to change a non-refundable rate into a flexible rate.

### *Flexible Rate*

Reservations can be cancelled free of charge up to 7 days before arrival. If a booking is cancelled within 7 days of arrival 100% of the total stay will be charged. It is impossible to change a flexible rate into a non-refundable rate.

### *No-Show*

In case of a no-show, the total reservation will be cancelled and 100% of the total stay will be charged. The hotel reserves the right to resell the room(s) afterwards.

### *Early Departure*

In case of an early departure, the remainder of the stay will be cancelled and 100% of the total stay will be charged. The hotel reserves the right to resell the room(s) afterwards.

### *Non-Guaranteed Reservation*

A non-guaranteed reservation will automatically be cancelled.

### *Refused Entry*

Bryghia Hotel (Bryghia BV) reserves the right to refuse entry to any guest unable to provide the necessary photographic identification as required under Belgian law. Under these circumstances the reservation will be cancelled and 100% of the total stay will be charged to the client only if this had not yet happened before the arrival of the client.

## **10. Group Policy**

For reservations requiring 5 rooms or more contact [reservations@bryghiahotel.be](mailto:reservations@bryghiahotel.be) to obtain information about special group rates.

## **11. Room Availability**

Specific room numbers cannot be guaranteed.

Reserved rooms are available to the guest from 3pm on the date of arrival.

Rooms must be vacated no later than 11am on the day of departure. Late check-out is subject to availability on the day. Additional charges might apply.

## **12. Child Policy**

Bryghia Hotel (Bryghia BV) recognises children as being 12 years old or under. With regard to room rates, please be aware that individuals over the age of 12 will be classed as adults and charged accordingly.

### **13. Pet Policy**

Animals are not accepted unless assisting guests with disabilities in which case the animals are accommodated free of charge.

### **14. Extra Beds And Baby Cots**

Extra single (rollaway) beds are available at €25 per night including VAT, offered to children only up to the age of 12 (only available for certain room types).

Baby cots are available at €10 per night including VAT, offered to children up to the age of 2 (only available for certain room types).

### **15. Meal Plan**

All rates are on a room only basis unless otherwise stated.

### **16. Parking**

Bryghia Hotel (Bryghia BV) has 3 garage boxes at its disposal off the premises. Because only a limited quantity is available parking must be reserved before arrival otherwise availability cannot be guaranteed. This can be done in advance by contacting the hotel directly.

The price per garage box is €15 per night.

All garage boxes rented out to clients during their stay are presumed to be in perfect condition.

Any potential damage to the garage box during the stay of a client will be deemed the sole responsibility of the client.

All vehicles are parked at the owner's risk. Should a problem occur with a vehicle in the underground parking where the garage boxes are located, the hotel cannot accept any liability nor does the hotel accept responsibility for any potential theft.

If a vehicle is left in a garage box for more than 4 hours after the client has departed without the written consent of the hotel, the hotel reserves the right to remove the vehicle at the owners' expense.

### **17. Best Rate Guarantee**

It is important to us that the rates we offer directly to our guests are the best possible rates available anywhere. Make your reservation directly with Bryghia Hotel (Bryghia BV) for the best rate, guaranteed.

If within 24 hours of making your reservation you find a lower publicly available rate anywhere else online, we will be more than happy to match this lower rate.

For our best rate guarantee to be valid it must satisfy all of the terms and conditions listed below:

- a. The reservation must be made directly with Bryghia Hotel (Bryghia BV) prior to making the claim, either via the Bryghia Hotel (Bryghia BV) website or directly with our reservations team.
- b. The best rate guarantee is applicable against bookable rates for the same length of stay, dates of reservation, room category, number of persons, currency and reservation conditions.
- c. A claim must be submitted within 24 hours after making the direct reservation with Bryghia Hotel (Bryghia BV) and at least 48 hours before the scheduled arrival.
- d. The Bryghia Hotel (Bryghia BV) reservation department will investigate and inform the applicant of their decision within 24 working\* hours of having received the claim.
- e. The best rate guarantee of Bryghia Hotel (Bryghia BV) does not apply to:
  - Hotel package or travel package bundles with flights, car hire, tours etc.
  - Discounted rates not available to the general public e.g. negotiated rates, closed user group offers.
  - Taxes, gratuities, service charges or other fees and incidental charges.
- f. To proceed with the claim, send all information via email to [reservations@bryghiahotel.be](mailto:reservations@bryghiahotel.be) including:
  - Guest name.
  - Reservation confirmation number.
  - Arrival and departure dates.
  - Website address where the lower rate was found or details of the travel professional's quotation.
  - Screen grab or screen print of where the lower rate can be found.

\*Claims will be processed from Monday to Friday between 8am and 8pm.

Bryghia Hotel (Bryghia BV) reserves the right to modify or cancel this offer and the terms and conditions at any time in its sole discretion.

## **18. Luggage Storage**

The hotel can store luggage free of charge before check-in and after check-out. The hotel does not accept responsibility for possible damage, burglary or theft.

## **19. CCTV (Video Surveillance)**

In the public areas of Bryghia Hotel (Bryghia BV) and some staff areas CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Bryghia Hotel (Bryghia BV) and security of all its clients and staff.

For further information regarding the hotel's CCTV application should be made to the general manager.

## **20. Non-Smoking Policy**

Bryghia Hotel (Bryghia BV) has a strict non-smoking policy. As per Belgian law it is forbidden to smoke in a hotel building.

If a violation of the non-smoking policy has been established, a penalty of €250 will be charged to the room of the perpetrator.

## **21. Lost Property Policy**

Bryghia Hotel (Bryghia BV) will keep lost property up to 1 month after the departure date.

After this period, if unclaimed, all lost property will be disposed of.

## **22. Damage And Theft Policy**

Bryghia Hotel (Bryghia BV) reserves the right to charge clients for the cost of rectifying damage, especially that caused by the deliberate, negligent or reckless act of the client to the hotel's property or structure.

Should this damage come to light after the client has departed, we reserve the right to make a charge to the guest's credit and/or debit card or send an invoice for the amount to the registered address.

We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs and therefore will make every effort to keep any costs that the client would incur to a minimum.

Bryghia Hotel (Bryghia BV) reserves the right to charge clients for the cost of replacing any items that are removed from the premises by them without consent. The charge will be the full replacement amount of the missing item, including any carriage charges.

Should the fact that the item is missing come to light after the client has departed, the hotel reserves the right to make a charge to the client's credit and/or debit card or send an invoice for the amount to the registered address.

## **23. Tampering With Fire Detection Systems And/Or Firefighting Equipment Policy**

Bryghia Hotel (Bryghia BV) reserves the right to take action against any client found to have tampered/interfered with any fire detection equipment throughout the hotel, including detector heads in public areas and bedrooms, break glass points and fire extinguishers.

Clients found to have tampered with any fire detection or firefighting equipment will be charged with any costs incurred by the hotel due to their actions and additionally may be asked or forced to leave the hotel. Depending on the severity of the client's actions, the police may become involved at the hotel's discretion.

Should the fact that firefighting or detection equipment has been tampered with come to light after the client has departed, Bryghia Hotel (Bryghia BV) reserves the right to make a charge to the client's credit and/or debit card or send an invoice for the amount to the registered address.

## **24. Inappropriate Behaviour Policy**

It is the hotel's policy that all our clients and staff have the right to be treated with dignity and respect and as a responsible host we believe that we have a duty to our clients and staff to protect them from inappropriate behaviour.

Should any actions by a client be deemed inappropriate by the staff of Bryghia Hotel (Bryghia BV) or if any inappropriate behaviour is brought to the attention of the staff of

Bryghia Hotel (Bryghia BV), the hotel reserves the right, after any allegations have been investigated, to take action against the client.

Depending on the severity of the client's actions, the police may become involved at the hotel's discretion and guests may be asked or forced to leave the hotel. Under these circumstances the client will be liable for all ensuing costs.

***Bryghia Hotel (Bryghia BV) reserves the right to change these terms & conditions from time to time.***

***The most recent change to these terms & conditions was made on 21<sup>st</sup> December 2020.***

## Privacy Policy

Bryghia Hotel (Bryghia BV), located at Oosterlingenplein 4, 8000 Bruges, Belgium is of the opinion that it is important to protect your privacy. That is why we make every effort to process your personal data lawfully and transparently.

In collecting and processing your personal data, we duly respect the Belgian personal data protection legislation (law of 30<sup>th</sup> July 2018), as well as the European Union's general data protection regulation or "GDPR" (regulation (EU) 2016/679 of the European parliament and of the council of 27<sup>th</sup> April 2016).

In this privacy policy, we explain what information we collect about you, what we use that information for and to whom we transfer such information. This privacy policy will also tell you what rights you have and how you can exercise them.

In brief, this privacy policy means that we will do the following with your personal data:

1. use them only for the purposes agreed with you.
2. not sell them.
3. carefully secure them.

If you have any additional questions or if you have any suggestions or remarks regarding the content of this privacy policy, you can always contact us by email ([info@bryghiahotel.be](mailto:info@bryghiahotel.be)) or by using the contact details stated below:

Bryghia Hotel (Bryghia BV)  
Oosterlingenplein 4  
8000 Bruges  
Belgium  
Tel: +32 (0) 50 338059

### **a. Data Controller**

The company of Bryghia Hotel, Bryghia BV, acts as the personal data controller as stated in this privacy policy.

The details are: BRYGHIA BV, registered office at Oosterlingenplein 4, 8000 Bruges, registered with the Register for Legal Persons (R.L.P.) under number 0689.843.214

This privacy policy applies to all services provided by Bryghia Hotel and, in general, to all the activities that we perform.

### **b. Definitions In This Privacy Statement**

-“Personal Data”: personal traceable data, which say something directly or indirectly about you as a person (name, address, telephone number etc.)

-“Controller”: the “owner” of certain personal data. This may be Bryghia Hotel as such or a third party

-“Processor”: the person who does the actual processing. This can be Bryghia Hotel (as service provider) or a third party who processes data of Bryghia Hotel.

### **c. What Personal Data Do We Process?**

Bryghia Hotel processes your personal data pursuant to the fact that you use our services and/or because you personally provide us with such data.

Bryghia Hotel processes the personal data of natural persons with whom we have or have had a direct or indirect relationship or with whom we want to have such a relationship in the future.

These therefore concern personal data of its customers, of its potential customers, of the contacts provided by its customers and suppliers as well as the personal data of potential employees.

Bryghia Hotel can collect or obtain the following personal data from you:

- ✓ Identity details (name, address, email address, mobile phone number, passport details, driving license details, residency permit details and identity card details).
- ✓ Data regarding your communication with the company (visits, emails and telephone conversations).
- ✓ Data regarding invoicing (VAT and bank account numbers).
- ✓ Data regarding your academic record and qualifications (provided within the framework of a job application).
- ✓ Complaints that you submit or requests that you address to us.
- ✓ CCTV (Surveillance) footage.

### **d. Why Do We Process Your Personal Data?**

Bryghia Hotel processes personal data for various purposes:

✓ *To provide customers with our services*

We process identity and contact details of our customers, principals, their employees and other valuable contacts so that we can execute the agreement with our customers. We also keep a record of when and how there is any communication with our customers.

We perform such processing for customer management purposes. Such processing is necessary to execute the agreement with our customer and it enables us to make a stay in our hotels most pleasant.

✓ *Financial administration*

We process identity and invoice data to be able to keep our own accounting and invoicing up to date. On the one hand, this processing falls under legitimate interest, namely the possibility to keep our administrative records up to date, and to obtain payment for the services we have rendered. On the other hand, Bryghia Hotel has a legal obligation to conduct accounting.

✓ *Maintaining our customer relationship*

Bryghia Hotel wants to maintain its customer relationships. That is why we use contact details to keep you informed of our activities or to invite you to events. Sending such mailings to our customers falls under legitimate interest and, what is more, is also in our customers' interests. You will always be able to unsubscribe from such mailings.

✓ *Direct marketing*

Bryghia Hotel processes prospective customers' identity and contact details for direct marketing purposes. Processing possible new customers' contact details forms part of our legitimate interest. If Bryghia Hotel dispatches/organises newsletters, surveys or competitions, such dispatch or organisation will always be based on the consent of the (possible) customer.

✓ *Recruitment purposes*

Bryghia Hotel collects personal data with a view to recruiting new employees. The legal grounds for such processing are, firstly, the consent of the candidate employee and, secondly, our legitimate interest to recruit the suitable candidate for a position.

✓ *Camera surveillance*

When you visit our building you can be filmed by our CCTV (surveillance cameras) in the context of the general security of Bryghia Hotel. This processing is part of our legitimate interest, which is always balanced against your interests.

**e. Access By And Transfer To Third Parties**

Bryghia Hotel does not sell your details to third parties and transfers them solely and only if this is necessary to execute our agreement with you or to comply with a legal obligation. Such recipients of your personal data may only use this information to execute the agreement between you and us. They do not have the right to use the data for any other purposes.

If we engage third parties to process your data, then we ensure that such parties provide adequate guarantees regarding the protection of your personal data.

**f. Duration Of The Processing**

Bryghia Hotel does not keep your personal data longer than is reasonably necessary for the purposes stated in this privacy policy.

## **g. Confidentiality And Security**

Bryghia Hotel undertakes to make every possible effort to take all reasonable measures to guarantee that your personal data are protected by way of technical security measures so that, where possible, misuse, loss, unauthorised access, unwanted disclosure and unlawful alteration are prevented.

The personal data provided to Bryghia Hotel will continue to be stored at Bryghia Hotel or, where appropriate, at the processor's online servers in Belgium or in the European Union.

## **h. Your Rights**

You have various rights regarding your personal data that we process. You can exercise these rights by contacting us by using the contact details stated in point a.

Within the scope of our identification obligation, we can request you to provide us with a copy of your identity card.

We will respond to your request as quickly as possible, in any event, within 4 weeks.

### *A. Right to perusal and correction*

You can contact us if you want to know which of your personal data Bryghia Hotel processes and for what purpose it does so. You can also request that we correct any incorrect personal data or that we alter your data.

### *B. Right to removal and restriction*

You have the right to request us to remove your personal data. Bryghia Hotel may keep certain details after your request for removal, for example, because we have a statutory obligation to keep the details for a certain time.

If you have founded reasons to do so, you can request us to restrict the processing of your personal data. This may be because you dispute the correctness of your data, for example.

### *C. Right to object*

You can object to the processing of your personal data in a reasoned manner if such processing of your personal data is based on our legitimate interest or falls within the framework of fulfilling a task of public interest or official authority.

### *D. Right to data portability*

If we process your personal data on the basis of your (explicit) consent or within the framework of the execution of the agreement between you and us, then you can request us to provide you with the personal data that you gave us in a structured, commonly used and machine-readable format or to transmit them to another controller, on condition that the processing is carried out by automated means.

### *E. Right to withdraw consent*

If the processing of your personal data by Bryghia Hotel is based on your (explicit) consent, you have the right at all times to withdraw such consent again. However, the withdrawal of your consent does not compromise the lawfulness of the processing before you withdrew your consent.

#### *F. Right to submit complaints*

You have the right to submit a complaint to the Belgian supervisory authority if you have a complaint regarding the use of your personal data by Bryghia Hotel.

Data Protection Authority  
Drukpersstraat 35 1000 Brussel  
Tel: +32 (0) 2 2744800  
Fax: +32 (0) 2 2744835  
Email: [contact@apd-gba.be](mailto:contact@apd-gba.be)

***Bryghia Hotel (Bryghia BV) reserves the right to change this privacy policy from time to time.***

***The most recent change to this privacy policy was made on 21<sup>st</sup> December 2020.***

#### Cookie Policy

The configuration of the website of Bryghia Hotel (Bryghia BV) makes it impossible to collect information from your computer or any other by connection without your involvement.

In other words, if you do not voluntarily and deliberately provide us with certain information, we will not know your identity, your e-mail address or other information that identifies you.

##### **a. What Are Cookies?**

Our website uses technology called “cookies”.

A cookie is a small text file placed and stored on your computer by a website when you visit it. Cookies are very useful, making it possible, among other things, to identify the users of a site, improve their browsing convenience and improve the security of web pages.

These cookies do not look for any personal information about you and they do not provide us with any way of contacting you. Under no circumstances do they extract information from your computer.

By using our website, you are showing your agreement with the use and storage of certain essential cookies on your computer or mobile device. Your authorisation for the installation of non-essential cookies is requested when you open the website.

##### **b. Which Cookies Does Our Website Use?**

➔ Cookies required for browsing to allow you to visit the website and to use certain parts of it. In particular, these cookies retain your IP address, which is necessary for internet browsing. An IP address is a number automatically given to your computer at every internet browsing session.

Among other things, these cookies allow:

- Browsing between different sections of the website and going back to previous pages.
- Filling in forms.
- Recording your language so that content is given to you in the same one when you browse the different pages of the website.

We do not link IP addresses to personal data concerning you.

➔ Operational or technical cookies used to make it easier to analyse the operation of our website and make it more pleasant to use and more personalised.

Among other things, these cookies allow:

- Personalising services by memorising your preferences (language, device, etc.).
- Memorising and processing items in the shopping basket and collect information given in online forms especially during the online booking process.
- Taking into account and saving usage preferences for future visits.
- Keeping a trace of advertising.

➔ Analytical cookies, making it possible to compile aggregate data on our website traffic and interaction with it in order to improve browsing on the website by analysing the number of visits and the time spent on the website.

In particular, the website uses Google Analytics cookies for this purpose.

➔ Third-party cookies belonging to audio visual services, social media and advertising accessible on our website. These are cookies such as .facebook.com etc.

### **c. Your Cookie Preferences**

Most browsers are automatically set up by default to accept cookies.

If you do not wish cookies to be stored on your computer, you may refuse or block the installation of all or some cookies by changing your browser's parameters. The way in which cookies are enabled and deleted depends on your equipment and your internet browser.

You should know that, in this case, you risk making your browsing more inconvenient and being refused access to certain pages of a website.

*Note: Blocking the installation of cookies on your computer does not allow you to eliminate all advertising on the websites you visit. Your refusal to accept these cookies will only prevent the personalisation of these advertisements in accordance with your interests, as this is determined based on your internet behaviour.*

### **d. Further Information**

For more details on the operation of cookies and how to control them, see the websites [www.youronlinechoices.com](http://www.youronlinechoices.com) or [www.aboutcookies.org](http://www.aboutcookies.org).

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