



Terms and Conditions

in

Privacy Policy

Buena Vida Hyper Cars BV (KvK number 84674024)

General Terms and Conditions dated June 30, 2023

Privacy policy dated June 30, 2023

The General Terms and Conditions of Buena Vida Hyper Cars BV in Maassluis consist of the following articles;

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## **Article 1            Terms and Conditions**

### 1.1        Application

These general terms and conditions apply to, and form part of, every reservation and/or rental agreement concluded between the tenant and the lessor for the rental of a hypercar ('experience').

## **Article 2            Online reservations**

### 2.1        Making a reservation

The reservation of a hypercar is made after the renter has purchased a ticket for the rental of a hypercar ('experience') via the lessor's website ([www.bugattiexperience.com](http://www.bugattiexperience.com)) and has agreed to the general terms and conditions.

### 2.2        Binding

A reservation made in which a hypercar is reserved by the lessor for the renter for a certain period of time is binding, with all rights and obligations attached to it by operation of law.

### 2.3        Exclusion of right of withdrawal

The tenant's right of withdrawal is expressly excluded after the reservation has been made.

## **Article 3            Prices**

3.1 The rental of a hypercar ('experience') is determined on the basis of a 'fixed price', visible via the lessor's website ([www.bugattiexperience.com](http://www.bugattiexperience.com)) and is charged with the legal percentage of sales tax due.

## **Article 4            Payment**

4.1 The tenant owes payment of the fixed fee from the moment the reservation has been confirmed by email and the invoice has been sent to the tenant by the landlord by email.

4.2 Immediately after the booking confirmation, the relevant invoice will be sent by the landlord to the tenant by email. The payment term for the invoice is 14 (fourteen) days, with the understanding that this must be paid no later than the start of the reservation, if the reservation is planned within this period of 14 (fourteen) days.

4.3 The amount of the invoice made payable by the renter or amounts in connection with the rental of the hypercar must be deposited by the renter into an escrow account of an authorized and sworn notary to be specified by the lessor, to ensure the availability of the hypercar.

## **Article 5 Cancellation of the reservation**

- 5.1 If the reservation is canceled from the 21st day to the 14th day before the start of the reservation, the landlord owes 50% of the fixed fee to the landlord.
- 5.2 In case of cancellation from the 5th day until the day before the start of the rental, the tenant owes 90% of the fixed fee to the landlord.
- 5.3 In case of cancellation on the day of rental, the landlord owes 100% of the fixed fee to the landlord.
- 5.4 If the tenant, for whatever reason(s), does not show up (no-show) on the day of rental, the tenant owes 100% of the remaining amount to the landlord.
- 5.5 In the event of cancellation of a reservation made at short notice, the above terms apply.
- 5.6 Free cancellation or change of the reservation is possible up to a maximum of 24 hours after placing the reservation via [www.bugattiexperience.com](http://www.bugattiexperience.com).

## **Article 6 Insurance and liability**

- 6.1 The hypercar made available by the lessor is third party insured, including a 'rental clause'.
- 6.2 The tenant is liable for direct and indirect damage incurred by the landlord and/or third parties up to a maximum amount of € 50,000, unless there is deliberate intent and/or recklessness on the part of the tenant and/or co-occupants; In that case, full liability rests with the tenant and/or co-occupants.

## **Article 7 Tenant's obligations**

- 7.1 The renter must behave as a good renter and ensure that the hypercar is used according to its intended purpose. If the renter drives the hypercar under the supervision of an instructor, the renter is obliged to properly follow the instructions of this instructor.
- 7.2 If and insofar as the tenant does not follow the instructor's instructions or does not follow them sufficiently, the instructor will issue one warning. If repeated, the instructor immediately takes control of the hypercar.

**Article 8                    Applicability, ranking and applicable law**

- 8.1            In the event of a conflict between provisions in the reservation, general terms and conditions or appendices, the following order of precedence applies:
- a. the general terms and conditions;
  - b. the reservation.
- 8.2            All reservations to which these general terms and conditions have been declared applicable subject to Dutch law, unless mandatory law provides otherwise or expressly agreed otherwise.
- 8.3            Any disputes will be submitted to the competent person  
Court in The Hague.
- 8.4 These general terms and conditions were established on and effective from June 30, 2023 and apply to all reservations made subsequently.

## **Privacy policy Buena Vida Hypercars BV**

### **Article 1 Definitions**

- 1.1 Buena Vida Hypercars BV, recipient of the personal data, hereinafter referred to as 'Buena Vida Hypercars BV'
- 1.2 The tenant, hereinafter referred to as 'tenant'.

### **Article 2 Purposes of personal data**

- 2.1 Buena Vida Hypercars BV declares that it will always handle any digital or written personal data it may receive from its tenants with care.
- 2.2 Buena Vida Hypercars BV hereby declares that they receive the payment from the renter will never share personal data with third parties and will only use it in the context of the execution of the reservation for the hypercar.
- 2.3 Buena Vida Hypercars BV hereby declares that it will destroy any personal data it may have received from the renter after the completed reservation, including the associated obligations. At the renter's request, Buena Vida Hypercars BV will provide an overview of the personal data received.