

## **General Terms and Conditions - Restaurant Suus**

Version: V1-2025

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### **ARTICLE 1: DEFINITIONS**

#### **1.1 Restaurant Suus<sup>1</sup>**

The legal person and natural person(s) that act on behalf of Restaurant Suus, operating a business providing restaurant and event services.

#### **1.2 Provision of Restaurant and Event Services**

The supply by Restaurant Suus of food, beverages, and/or event space, including all related work and services, all in the broadest sense of the word.

#### **1.3 Customer**

The natural or legal person who has entered into a restaurant and event agreement with Restaurant Suus or intends to do so. A distinction can be made between private and business customers.

#### **1.4 Guest**

The natural person(s) to whom, under a restaurant and event agreement with the customer, restaurant and event services must be provided. These terms apply to both guests and customers unless explicitly stated otherwise.

#### **1.5 Restaurant and Event Agreement/Reservation**

An agreement between Restaurant Suus and a customer and/or guest concerning one or more restaurant and event services to be provided by Restaurant Suus in exchange for a price to be paid by the customer and/or guest.

#### **1.6 No-show**

The customer or guest not using a restaurant and/or event service to be provided under an agreement without cancellation.

#### **1.7 Group**

A group of 16 or more guests to whom restaurant and event services will be provided under one or more agreements.

#### **1.8 Corkage Fee**

The amount payable for consuming drinks and/or food not provided by Restaurant Suus within the premises.

#### **1.9 Cancellation**

The written notification by the customer to Restaurant Suus that one or more agreed restaurant and event services will not be used, or the written notification by Restaurant Suus that one or more

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<sup>1</sup> Restaurant Suus is legally represented by the legal entity Horeca Expl SUUS B.V. (registered with the Dutch Chamber of Commerce under number 87853523) and its affiliates.

agreed restaurant and event services will not be provided. Cancellation is only valid once confirmed by Restaurant Suus and the cancellation policy is applied as per article 5.

#### 1.10 Written or in Writing

Communication via registered mail, email, and/or other digital formats.

### **ARTICLE 2: APPLICABILITY**

2.1 These general terms and conditions apply to all restaurant and event agreements and proposals concerning the formation of such agreements.

2.2 Restaurant Suus offers facilities that are operated by third parties, including Expl De Plesman B.V. When you make use of these facilities, you enter into a direct agreement with the respective operator. At that moment, the general terms and conditions and house rules of Expl De Plesman B.V. apply. These terms and house rules are available upon request at the reception and/or accessible via <https://deplesman.com/terms-conditions>

2.3 Restaurant Suus reserves the right to impose additional house or behavior rules, which will be made available to the customer and/or guests

### **ARTICLE 3: FORMATION OF RESTAURANT AND EVENT AGREEMENTS**

3.1 Restaurant Suus can refuse to conclude an agreement at any time and for any reason unless the refusal is based on unlawful discrimination.

3.2 All proposals made by Restaurant Suus concerning agreements are non-binding and subject to availability.

3.3 Reservations made through third-party platforms are also binding, and both the intermediary and the customer are jointly responsible for payments.

### **ARTICLE 4: CUSTOMER OBLIGATIONS**

4.1 The customer is required to comply with all house and behavior rules established by Restaurant Suus and can be found on <https://restaurant-suus.com/terms-conditions>.

4.2 The customer must ensure all provided information, including dietary restrictions, allergies, or accessibility needs, is accurate. Restaurant Suus will do its best to accommodate requests but cannot guarantee the absence of allergens.

4.3 Customers must follow all safety regulations, including emergency procedures and fire safety measures.

### **ARTICLE 5: PAYMENT AND CANCELLATION POLICY**

#### 5.1 Payment

Payments must be completed before leaving the premises, unless otherwise agreed.

Restaurant Suus accepts both cash and card payments (debit cards, credit cards including: AMEX, Visa, Mastercard) for convenience.

## 5.2 Cancellation Policy

Individual reservations for restaurant reservations for up to 15 guests can be cancelled 48 hours in advance without penalty.

Cancellations made less than 48 hours before the reservation or no-shows will be charged the full amount. For Group reservations cancellations for of 1 guests or more, the terms and conditions apply as per the cancellation policy of Expl. De Plesman B.V. and can be found on article 13 via this link: [deplesman.com/terms-conditions](https://deplesman.com/terms-conditions)

## ARTICLE 6: LIABILITY

6.1 Restaurant Suus is not liable for theft, loss, or damage to personal belongings within its premises.

6.2 The customer is responsible for any damage caused by them or their guests and will be required to cover repair or replacement costs.

6.3 Restaurant Suus reserves the right to refuse service or remove guests who disrupt the dining experience or violate house rules. 6.4 If and insofar as Restaurant Suus is nevertheless liable, the liability of Restaurant Suus is in all cases limited to direct damage. Furthermore, this liability is limited to the amount paid out by its liability insurance, plus the deductible. If and insofar as no payout is made for any reason, and Restaurant Suus is still required to compensate for damage, this compensation is limited to the reservation value.

6.5 Restaurant Suus is not liable for any damage caused by third parties engaged by it.

6.6 Restaurant Suus is not liable for damage caused to or by vehicles of the guest/customer.

## ARTICLE 7: FORCE MAJEURE

7.1 Restaurant Suus is not liable for the inability to provide services due to unforeseen circumstances (e.g., natural disasters, strikes, government restrictions). In such cases, Restaurant Suus will attempt to reschedule reservations.

## ARTICLE 8: PRIVACY & DATA PROTECTION

8.1 Restaurant Suus collects personal data to manage reservations, process payments, and improve customer experience. Data is handled in accordance with GDPR regulations which can be found: <https://restaurant-suus.com/terms-conditions>.

8.2 Customers can request data access, corrections, or deletions by contacting Restaurant Suus via the provided contact information.

## ARTICLE 9: FINAL PROVISIONS

9.1 Dutch law applies to these terms and conditions. Any disputes shall be resolved by the competent court in The Hague, Netherlands.

9.2 Restaurant Suus reserves the right to update these terms and conditions. Customers will be informed of substantial changes via email or the website.

For inquiries regarding these terms, please contact:

Email – [privacy@restaurant-suus.com](mailto:privacy@restaurant-suus.com)

Phone - + 31 (0)70 207 6920