

TERMS & CONDITIONS V.2017.1

Definitions

In this document the following terms shall have the meaning as described below:

1. Hotel2Stay

The hotel; Hotel2Stay, Tempelhofstraat 2, 1043 EC Amsterdam, The Netherlands.

2. Contracting Party

The person or legal entity that has concluded a contract for the performance of services as referred to below. The Contracting Party shall also be understood as the party that is legally and financially liable for its guests as referred to below.

3. Guest

The person to whom we provide the services as referred to below. References in these Terms and Conditions to the "Guest" will also be interpreted to refer to the person who accompanies the Guest. Unless explicitly stated otherwise, references in these Terms and Conditions to the "Guest" shall also be read as "both the Guest and the Contracting Party".

4. Hotel Agreement

The confirmation email including the Booking Details that a Guest receives once making a booking together with this Terms & Conditions serves as the Hotel Agreement between the Guest and Hotel2Stay.

5. Booking Details

The booking Details specify the details for the performance of services such as the start date and the end date of the hotel booking, the room type, room rate including taxes (excluding city-tax) and the personal details of the Guest.

6. Guarantor

The Guarantor is the party who guarantees the payment of the hotel accommodation fee and/or any outstanding charges. A Guarantor can be a parent or guardian or another person or entity.

7. Services

The Services that Hotel2Stay provides, including but not limited to offering food & beverages, reception services, cleaning services, the use of common areas, the rooftop terrace, laundrette, sauna spots and the use of a gym.

8. Additional Services

Services Hotel2Stay performs that can be booked additionally by Guests.

9. Optional Booking

An option right for making a reservation.

a. Optional Bookings are valid for a period of 48 hours unless another period has been confirmed by Hotel2Stay in writing.

b. For Group Bookings, Optional Bookings will be agreed with the sales department of Hotel2Stay.

10. Extended Stay Booking

A hotel booking that applies to Guests who stay more than fourteen (14) consecutive nights in Hotel2Stay.

11. Minimum Age

The Minimum Age for a Guest to make a reservation is 16 years. Guests younger than the age of 18 need permission of their parents or legal representatives to make a booking at Hotel2Stay.

Payments

- The Guest owes Hotel2Stay all the amounts stated in The Hotel Agreement.
- Hotel2Stay does not cover any commission costs incurred via online payments or other third party bookers (for example: travel agencies) for its Guests. Credit Card payments handled at the reception won't incur commission costs.
- Hotel2Stay has the right to retain and, if appropriate, to pledge any goods that the Guest keeps in Hotel2Stay as long as the Guest has not fulfilled all of its (payment) obligations to Hotel2Stay.
- Failure to pay on time will subject the Guest to all related extrajudicial and pre-litigation costs, as well as all court costs.
- Any payment to Hotel2Stay must be made in Euro. Hotel2Stay only accepts payments by debit card, cash or credit card. Hotel2Stay reserves the right to refuse payment by bank cheque, cash, giro acceptance form or other means of payment, or to attach conditions to their acceptance.

The obligations of hotel2stay

Hotel2Stay will make the hotel accommodation available to the Guest according to the Hotel Agreement. The obligation for Hotel2Stay does apply no longer;

- in the event of Force Majeure as described below in the chapter "Force Majeure".
- if the Guest fails to pay the agreed security deposit of €300,- or payment, or fails to do so on time.
- if the Guest fails to meet the obligations as described in these Terms and Conditions and House rules.

Check-in

- Unless agreed otherwise by e-mail, we will make the hotel accommodation available to the Guest at 3 p.m. on the check-in date. The check-out time for guests is 11 a.m.
- In case of overbooking situations and/or Force Majeure Hotel2Stay shall be entitled to offer the Guest and/or the Contracting Party other hotel accommodations of at least comparable quality to the accommodations to be offered pursuant to the Hotel Agreement. If the Guest objects this offer, the Guest or the Contracting Party will be entitled to terminate the Hotel Agreement with immediate effect. Hotel2Stay shall in not be liable for any form of damages.

- Hotel2Stay is not required to receive and/or keep custody of any of a Guest's property except in exchange for a fee. In that case Hotel2Stay will exercise all due care in keeping the property. In such case the liability of Hotel2Stay regarding loss of goods as defined below in the chapter "Liability" shall apply unabridged.

House rules

- Hotel2Stay has set house rules in order to preserve order, peace and quietness in our hotels. The House Rules are attached to these Terms and Conditions. The House Rules are also available at www.hotel2stay.nl and a copy can be requested at the reception.
- Each Guest will take notice of The House Rules and will act accordingly.
- If the Guest or someone accompanying the Guest violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of Hotel2Stay could be jeopardized the Guests and anyone accompanying the Guest must leave the hotel upon request.
- Hotel2Stay is at all times entitled to terminate any Hotel Agreement if public order has been disturbed or is in jeopardy of being disturbed. Termination will take place after consulting the local hotel management. In such case, the payment obligation for the Guest towards Hotel2Stay for the agreed term will continue unabridged. Hotel2Stay shall not be liable to pay any damages of any kind.
- Hotel2Stay is at all times entitled, without any notice of termination being required, to terminate the Hotel Agreement with the Guest and/or Contracting Party and to deny the Guest access to our hotel accommodations. We do not permit pets on our premises (except dogs for visually impaired guests).

Maximum length of stay

- Hotel2Stay does not offer permanent accommodation. Hotel2Stay offers a maximum stay of 6 months within a 18 month period. This means that if a booking is made for 6 months, then the next 12 months there are now bookings allowed for an extended stay.
- Any bookings that exceed 6 consecutive months will be terminated and the Guest needs to leave the hotel immediately. Payments that are made in advance will be returned. The deposit will not be repaid.
- In case the personal details of the Guest have (deliberately) been altered in order to exceed the maximum length of stay the payment obligation for the Guest towards Hotel2Stay for the agreed term will continue unabridged.

Reservations

- A Extended stay reservation becomes final after Hotel2Stay has received the full payment for the first month of rental and the deposit of €300,-. From this moment the Guest and/or its Guarantor enters into a binding Hotel Agreement with Hotel2Stay.
- Hotel2Stay is entitled to cancel a hotel booking if a Guest has not registered by 11 p.m. on the first day of the period covered by the Reservation. This provision will not apply if the Guest has already paid, or guaranteed payment, for the period covered by the booking. This clause does not apply to Extended Stay Bookings in case the Guest paid for the first month.

Cancellation policy (Extended stay bookings only)

- The Hotel Agreement may be cancelled by the Guest during its term in accordance with the cancellation policy as set out in this chapter.
- A one (1) month prior notice of cancellation/ replacement booking is applicable. The Guest is allowed to find a replacement for the remaining period of the Hotel Agreement. The proposed cancellation and notice of replacement must be provided by email to info@hotel2stay.nl. The Guest shall derive no rights from the proposal.
- If the Guest has found a replacement guest for the remaining period of the Hotel Agreement and the replacing guest has paid the deposit and signed a Hotel Agreement to confirm this, the Guest will pay a cancellation fee of €300,-. It is mandatory that the replacement guest is approved by Hotel2Stay. The replacing guest could be refused based on the references of an extended stay booking.
- Hotel2Stay can only process a cancellation or takeover of a Hotel Agreement by the 1st of the month following the acceptance of the cancellation or contract takeover. A cancellation or contract takeover can only take place three (3) months after the check in date of the extended stay booking.
- A one (1) month prior notice of cancellation/ replacement booking is applicable. The cancellation costs will be 100% of the contracted and unpaid accommodation fee for the calendar month following the receipt of the cancellation email.

Terminating the hotel agreement by hotel2stay

- Hotel2Stay has the right to terminate its services towards the Guest in case of violation of the Terms & Conditions and/ or the House Rules. In such case, the payment obligation for The Contracting Party and/ or guest towards Hotel2Stay for the agreed term will continue unabridged for the remaining contract period.
- In addition, the Contracting Party and/ or the Guest will be financially liable towards Hotel2Stay for any other costs or loss of revenue resulting from the violation of the Terms & Conditions and/ or the House Rules by The Contracting Party and/ or the Guest.

Deposit & room inventory check

- Hotel2Stay may require the Guest to pay a deposit of €300,- as a security for unpaid invoices or as compensation for damages caused by the Guest and/ or any outstanding fines. Hotel2Stay will hold the deposit for the period of stay of the Guest. The Guest and/ or the Contracting party cannot claim any interest on the held deposit.
- Within 48 hours after arrival the Guest is obliged to perform a room inventory check. Any missing or damaged items must be indicated by the Guest to Hotel2Stay.
- Prior to the check-out of the Guest, Hotel2Stay will perform a room inventory check. All reported damages and missing items that were not reported by the Guest with the room inventory check at arrival of the Guest will be charged to the Guest.
- Hotel2Stay will return the deposit to the Guest and/ or Contracting Party after check-out of the Guest.
- Any outstanding payments and charges will be deducted from the deposit.
- The deposit will be paid to guest from which it was transferred to Hotel2Stay. If this account is no longer active the Guest must request transfer to another account in writing prior to its check-out. Failing to inform Hotel2Stay before check-out will delay the deposit return.

- Hotel2Stay will transfer the deposit within 4-6 weeks after check-out of the Guest.
- If Hotel2Stay has made the deposit payment and the money transfer was refused because the account or credit card it was paid to is closed, expired or blocked the deposit transfer will be delayed. Furthermore Hotel2Stay will deduct an administrative charge of € 25,- from the deposit for making a new transfer.
- In case the bank account or credit card to which the deposit payment was made is no longer assigned to The Guest or The Contracting Party and has already been issued to another person or entity and Hotel2Stay has not been informed about this beforehand, Hotel2Stay can only pay out the deposit after the initial transfer has been returned by the new account or credit card holder.

Liability

- Guests are entirely responsible for the conduct and behaviour of the people they bring into Hotel2Stay and will be liable for any damages or costs of the person(s) accompanying the Guest.
- Hotel2Stay expressly accepts no liability to the Contracting Party and/or Guest if the failure to perform the Hotel Agreement results from a circumstance that cannot be attributed to Hotel2Stay, including but not limited to labour strikes, fires, business disruptions or governmental actions. Hotel2Stay also accept no liability for any harm or loss caused by persons or property that a Guest has brought into the hotel or caused to be brought into the hotel.
- The Contracting Party and the Guest are liable for all claims that Hotel2Stay has and/or come to have against them.
- Hotel2Stay's liability will never exceed the value of the Hotel Agreement or payment for the harm or loss covered by the insurance company or the amount in compensation for the harm or loss another third party pays to Hotel2Stay. Hotel2Stay will send a statement of the current insurances in effect upon the Guests request.
- If harm or loss occurs as a result of the culpable failure to perform on the part of a third party whose services we have engaged, such as a security or cleaning company, then the Guest's compensation will be limited to the compensation Hotel2Stay receives from the relevant third party.
- Hotel2Stay takes measures to ensure the security of the hotel accommodation. Should an incident (such as theft or vandalism) occur that is directly attributable to the failure of the security service, the Guest or Contracting Party will receive the payment that Hotel2Stay has demanded from the security service on duty at the time of the specific incident.
- If property is removed, stolen or damaged, the Guest must prove that the loss or damage to the property occurred in the hotel accommodation as a result of the acts or omissions on the part of the third party whose services we have engaged.
- Except as set out in the clause above, Hotel2Stay accept no liability for any harm or loss caused in respect of any persons and/or their property, including death, personal injury, property damage or theft.
- We are not liable to the Guest for a harm or loss that occurs as a result of or in connection with the performance of any agreement between Hotel2Stay and the Contracting Party and/or Guest if the Contracting Party and/or Guest is insured, or could have been insured, against the relevant harm or loss.

- With due observance of the foregoing, Hotel2Stay will be liable for the harm or loss of goods that the Guest has placed in our custody in exchange for a fee. The damages will be limited to the current market value of the goods in question. Hotel2Stay will not be liable for the contents of these goods. A wallet will be covered but the contents of that wallet will not be covered unless we were given a written statement of the contents at the time it was placed in our custody. We expressly exclude liability for any other form of harm or loss, including consequential harm or loss.
- We shall never accept any liability for any goods placed in our custody or left with us in any way – regardless of how that arrangement was arrived at or who placed the goods in our custody or left the goods with us – unless we have charged a fee for the arrangement.
- We will not accept liability of lost luggage, personal items, mail or delivered packages unless the guest can prove that these items were lost or stolen due to the Hotel or its staff's negligence.

Liability of the guest and/or contracting party

- The Guest or those accompanying the Guest are jointly liable for all harm or loss that has been and/or will be inflicted upon Hotel2Stay and/or any third party as the direct or indirect consequence of misconduct, negligence and/or a wrongful act instigated by a Guest and those accompanying Guest.
- This liability also applies in respect of violations of the House Rules instigated by the Guest and those accompanying the Guest.
- This liability also applies in respect of harm or loss caused by any animals and/or any substance and/or any property held by or under the supervision of the Guest and those accompanying the Guest.
- Hotel2Stay may file an official report with the local police if we observe misconduct, criminal acts or violations of the Terms and Condition and/ or House Rules.

Registration of extended stay bookings

- Hotel2Stay does not charge city tax to Guests with a Extended Stay contract because registration as a resident of the city where the hotel is located is mandatory with this type of hotel booking. The Guest has to be able to provide Hotel2Stay with a copy of his/her registration with the city within 3 weeks after check-in. If the Guest cannot provide this proof of registration Hotel2Stay will charge city tax over the full stay and if necessary deduct it from the deposit.
- Guests are not allowed to apply for housing benefit for their room at Hotel2Stay. Hotel2Stay shall therefore not cooperate in any request for assistance in a housing benefit application.
- The Guest is obliged to inform Hotel2Stay of any period where their room will stay vacant for a period of 7 days or more. Hotel2Stay will then carry out necessary actions to avoid the risk of legionella.

Complaints

- A complaint filed with Hotel2Stay regarding the performance of the Hotel Agreement must be made in writing by the Contracting Party and/or Guest and be submitted immediately after discovering the failure to perform for which Hotel2Stay might be liable. Complaints should be sent in writing to: info@hotel2stay.nl.
- If a complaint is deemed to be well-founded, Hotel2Stay will, if and to the extent it is in our power to do so, attempt to eliminate the cause of the complaint as quickly as possible.

Force majeure

- The term 'force majeure' will be understood as follows: staff illness, war, threat of war, civil unrest, labour strikes or sit-ins, water damage, acts of war, fire, flood, acts undertaken by the government or general outages of gas, electricity, water or internet.
- In the case of force majeure, we are entitled to either suspend performance of the Hotel Agreement or cancel the Hotel Agreement. In that case, we cannot be held liable to pay for any harm or loss incurred as a result.
- The foregoing provisions also apply if a force majeure situation arises in respect of persons/services and/ or institutions we use to perform the Hotel Agreement or any Additional Services. This also includes suspensive or resolute conditions fulfilled with respect to the aforementioned persons/services and/or institutions or improper performance on the part of the aforementioned persons/services and/or institutions. We shall not be required to prove the effect of the foregoing on our business operations.

Found property

- Every Guest is required to hand in any property they find to the reception desk. We shall obtain ownership of any items that are not claimed by the rightful owner within three months after they are handed over to us
- After check-out of a Guest, any personal belongings left in the room or any other area of the Hotel will not be kept and will be considered as leftover items, unless by its appearance and/or value it is clear to anyone that it must be a lost item.
- The Guest shall bear the risk and expense of the shipping of any property lost by the Guest or his or her guest(s). We shall never be obliged to send such property.

Change of rooms

Any Guest residing at Hotel2Stay may be obliged to be transferred to another room of the same room type for operational reasons.

Change of policy

It is a condition of the Hotel Agreement that guests comply with these Terms and Conditions and House Rules. Whilst every effort has been made to provide guests with the most complete and accurate information available, Hotel2Stay reserves the right to change, modify or revoke any policy or procedure contained within this Hotel Agreement with or without notice. Changes will be applicable within 24 hours after guests have been informed by email. All information is correct at the time of this publication. The latest version is always available at reception and is published on the website www.hotel2stay.nl.

Energy monitoring

The Guest agrees to monitor the energy consumption in the room by Hotel2Stay. This includes, water and electricity consumption and time spent in the room. All monitoring is conducted through sensors so this doesn't infringe the privacy of the Guest. Not all rooms will be monitored.

Entering rooms

This Hotel Agreement and any additional agreement(s) relating to entities of Hotel2Stay in The Netherlands shall be governed by the laws of the Netherlands. The competent court in Amsterdam, The Netherlands, shall have exclusive jurisdiction over all disputes that may arise in relation to this Hotel Agreement or its performance or in relation to any additional agreement concluded between Hotel2Stay and the Contracting Party/Guest. Staff of Hotel2Stay has the right to enter the room of the Guest for either maintenance, presumption of breaching the House Rules, security reasons and hygiene matters. This may be done without prior notice but notice will always be given where and when possible.