



General Terms and Conditions, valid for all on xohotels.com mentioned hotels

Amsterdam, 1 June 2016

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Article 1. Definitions

In these General Terms and Conditions, as well as in all offers, agreements or conclusions of agreements to which these General Terms and Conditions apply, the defined terms below shall have the following meaning:

1.1. Hotel: the accommodation provider, where these conditions apply to.

1.2. Services: “Services” shall mean, in the broadest sense, the provision of accommodation and/or meeting rooms and/or food and/or beverages, as well as the performance of all related activities and/or services, by Hotel.

1.3. Guest: the person(s) to whom Hotel is to provide the Services on the grounds of an agreement that has been concluded with a Customer. Wherever the term “Guest” is used in these terms and conditions, this term shall also refer to the person(s) accompanying the Guest. Unless expressly provided otherwise, the term “Guest” or “Customer” shall be understood to refer to both Guest and Customer.

1.4. Customer: the natural person or legal entity who has concluded an agreement with Hotel regarding the provision of Services. The term “Customer” shall also be understood to mean any intermediary who has concluded an agreement for the purpose of the provision of Services, whether or not in the name of their customers. In these terms and conditions, a natural person not acting in the course of a trade, business or other undertaking may also be referred to as a “Consumer”.

1.5. Hotel Agreement: the agreement concluded between Hotel and a Customer, in which Hotel agrees to provide Services for the benefit of the Customer and/or Guest(s) against payment therefor by the Customer or Guest. Wherever the term “Hotel Agreement” is used in these terms and conditions, this term shall be understood to include any other agreement to which these terms and conditions apply. These terms and conditions shall also apply to

Customers who have entered into a Hotel Agreement through the services of an intermediary. Reservations made through intermediaries may be subject to other conditions.

1.6. Online Reservation: a Reservation made by means of the reservation form available on the websites of Hotel (hotel website and xohotels.com) in order to conclude a Hotel Agreement. Online Reservations made through other websites (websites of intermediaries) may be subject to other conditions and do not fall under the Online Reservations as defined in these terms and conditions.

1.7. Reservation: the written Hotel Agreement entered into by the Customer and Hotel specifying the term of the agreement as well as the conditions for the implementation of the agreement.

Article 2. Scope

2.1. These General Terms and Conditions apply to all offers, agreements and conclusions of agreements to which Hotel is a party.

2.2. Offers, agreements and conclusions of agreements which derogate from these General Terms and Conditions will not be valid unless explicitly agreed upon with Hotel in writing. In such case the derogation will only apply to the offer, agreement or conclusion of the agreement concerned.

2.3. Unless Hotel received and confirmed a written communication in advance from the Guest or Customer (or any other natural or legal person) explicitly stating that they wish to make other arrangements, the Guest or Customer (or any other natural or legal person) will be required to agree with these General Terms and Conditions.

Article 3. Formation of the Hotel Agreement

3.1. All offers made by Hotel with a view to concluding an Hotel Agreement are without obligation and will in any case be subject to availability. In the case of an Online Reservation, the offers displayed on the website of Hotel will be as up-to-date as possible.

3.2. If the Customer has accepted an offer and the capacity of Hotel should prove to be insufficient, Hotel will have the right to invoke the provision of Article 3.1 above within a term of 5 days prior to the first overnight stay or later if such cannot be reasonably expected of Hotel, and the Hotel Agreement may then be amended or cancelled. However, before doing so, attempts shall be made to find a solution in accordance with the terms of Article 4.4 regarding changes.

3.3. A Reservation will only become firm once it has been confirmed in writing by the Customer or Hotel.

3.4. A Hotel Agreement on the basis of an Online Reservation will come into effect as soon as the Customer has accepted the offer by sending in the reservation form or mail. Hotel will confirm the receipt of the reservation form by email. If a Customer has not received confirmation of the receipt of the reservation form, they may, in derogation from the provision of Article 3.3, terminate the Hotel Agreement at any time.

3.5. Each Hotel Agreement that is entered into by a Customer shall be considered to be partly concluded for account and risk of the Customer. Payment by the Guest of the whole or part of the amount due shall release the Customer to the same extent.

3.6. Hotel shall not owe any commission or percentage, by whatever name, to a Customer unless specifically agreed otherwise in writing.

3.7. Notwithstanding the other terms of these terms and conditions, Hotel may, in the case of a Group Reservation, grant a Customer (the option holder) an option. This right can only be granted in writing. In the event that another potential Customer makes an offer to Hotel to enter into a Hotel Agreement concerning all or part of the Services due in the option, Hotel will inform the option holder thereof. The right of option will expire at 12/noon if the option holder does not inform Hotel that he/she wishes to confirm the rooms, within the term specified by Hotel.

3.8. Notwithstanding the terms of this Article, Hotel will have the right to cancel any Reservation (whether or not made online) if a Guest has not checked in before or at 12 noon on the first day after the first night reserved and did not inform the Hotel in time about arrival delay. This shall not affect the payment obligations of the Customer or Guest.

3.9. If the check-in and/or check-out date is changed, the original confirmed Reservation will expire and a new Reservation confirmation will be established in joint consultation.

3.10. The information provided on the website of Hotel has been compiled with the utmost care. Nonetheless, the data may contain inaccurate and/or incomplete information due to transmission errors and/or technical defects or other circumstances. All Online Reservations are subject to alterations and/or errors. In the event that the alterations and/or errors referred to in this paragraph lead to price changes, the Customer will be entitled to a cancellation free of charge.

3.11. Name changes of Guests are only accepted when confirmed in written, using the system of the customers. If a Guest has a direct booking with the Hotel, a name change must be confirmed in writing.

3.12. Guests need to have reached the age of 18 years or older to stay in our Hotel, or need to be accompanied in the same room, by a person of 18 years or older.

3.13. We do not accept pets in our Hotels

3.14. Smoking is not allowed in our Hotels.

3.15. We do not serve alcohol in our Hotels.

Article 4. Obligations of Hotel

4.1. Hotel will make the agreed hotel accommodation available to the Guest for the agreed period and/or perform the agreed services in accordance with the quality standards applied by Hotels.

4.2. The provision described above under 4.1 shall not apply:

- a. In the event of force majeure as described in Article 9
- b. In the event that the Guest fails to appear or appears more than half an hour late after agreed deadline or after the in 3.8 mentioned 12 /noon on the first day after the first night.
- c. If the Customer fails to pay the pre-payments or interim payment referred to in Article 7, or fails to do so on time
- d. If the Customer does not comply or only partially complies with its obligations to Hotel, regardless of how those obligations arose

4.3. Unless otherwise agreed in writing, Hotel will make the hotel accommodation available to the Guest from 2 p.m. on the day of arrival until 12 noon on the day of departure.

4.4. Hotel shall be entitled to offer the Guest accommodation that differs from what is described in Hotel Agreement. If the Guest refuses the alternative, the Guest or the Customer will have the right to terminate the Hotel Agreement with immediate effect. If the hotel accommodation as offered by Hotel and accepted by the Customer or Guest is less expensive than the original accommodation, Hotel will reimburse the Guest or the Customer the difference. Beyond that the Hotel shall never be obliged to pay any compensation.

Article 5. Group Reservations

5.1. Reservations are considered a Group Reservation when a single Customer reserves 6 or more rooms. The terms regarding Group Reservations shall apply notwithstanding the other terms in these terms and conditions. In the event of any conflict between these terms, the terms in this Article shall prevail.

5.2. A Customer may make an Optional Reservation for a Group Reservation. An Optional Reservation will only be confirmed, once it has been confirmed in writing. An Optional Reservation remains valid up to a maximum of 2 weeks after the request has been received. The option will automatically expire at 12 /noon, unless expressly agreed otherwise in writing.

5.3. A Reservation will only be confirmed once it has been confirmed in writing by Hotel. If the check-in and/or check-out date is changed, the original firm Reservation will expire and a new confirmed Reservation will be established in joint consultation.

5.4. In the case of a Group Reservation, the Customer may reduce up to 2 rooms free of charge until 1 week prior to the date of arrival.

5.5. The number of rooms, as specified in the original confirmed Reservation, can only be increased after confirmation of the Hotel. Hotel will not be responsible in any way for an increase in the number of originally reserved rooms when this number has been increased without consulting Hotel first.

5.6. If a confirmed Reservation is cancelled in full before 8 weeks prior to the date of arrival, no charges will apply except the 10% non refundable prepayment. The 90% left needs to be paid minimum 4 weeks prior to arrival. If a confirmed Reservation is cancelled in full less 4 weeks prior to the date of arrival, the Customer will be obliged to pay 100% of the reservation value, as well as for reserved group dinners (if any). In the case of a Group Reservation, the

Customer will ensure that Hotel has the names and addresses of all Guests not later than 7 working days before the date of arrival.

5.7. Other terms may be applicable, when the total amount of a Group Reservation exceeds a total of €5,000.

5.8. If the check-in date and/or check-out date of a confirmed Reservation is changed, the original dates will be cancelled and a new confirmed Reservation for the desired dates will be offered on the basis of availability in joint consultation. If this cannot be done due to non-availability, Hotel's cancellation conditions (Article 5.6) shall automatically apply.

5.9. If the Customer fails to comply with the terms of the foregoing Articles, Hotel will regard the confirmed Reservation as cancelled. This cancellation will be considered a cancellation of the firm Reservation by the Customer (Article 7.6). The Customer will remain obliged to pay a cancellation fee to Hotel.

Article 6. Cancellation

6.1. The terms of this Article shall apply notwithstanding the other terms in these terms and conditions. The terms of this Article do not affect the liability of the Customer and/or third parties under ordinary law.

6.2. A Hotel Agreement is irrevocable and cannot be cancelled.

6.3. In accordance with Article 6:230p of the Dutch Civil Code, and particularly as far as Online Reservations are concerned, Consumers have no right of termination.

6.4. If specific cancellation regulations apply to or are mentioned on the website of Hotel, these regulations will be considered an integral part of the offer and as such will take precedence over the terms of this Article regarding irrevocability. In such case the Customer may effect cancellation in the manner mentioned on the website of Hotel. Unless provided otherwise, Customers can no longer cancel free of charge once checked in.

6.5. Cancellations must be made in writing, i.e. by letter, by using the online tool/form designated for this purpose (website) or by email, and must state the date.

6.6. Notwithstanding the terms with respect to Group Reservations (see Article 5 above), a Reservation can be cancelled, free of charge, up until 12 noon on the day prior to the date of arrival, unless otherwise agreed in writing. This does not count for Reservations made with a intermediate.

Article 7. Prices and Payment

7.1. Rates may vary by type of accommodation, date and time of reservation, and depending on payment and cancellation conditions.

7.2. The Customer will owe Hotel the applicable amounts as specified in the Hotel Agreement. Hotel may charge the Customer and/or Guest an additional amount for special services, such as the use of the hotel parking garage, telephone, collection of local citytax, etc. The costs will be clearly communicated.

7.3. All invoices, including those relating to a cancellation or no-show, must be paid by the Customer and/or Guest before or upon arrival, if so explicitly agreed. The designated place of payment is the specific Hotel branch to which the invoice pertains.

7.4. The Customer will be deemed to have concluded the Hotel Agreement, or any other agreement, also for and on behalf of each of their Guest. By appearing in person, the Guest indicates that the Customer was authorised to represent him/her in this regard.

7.5. Payment shall be made in euros, with VISA, MASTER or DEBIT card, if applicable, via paybylink . In cases where Hotel does accept payment in foreign currency, the exchange rate applicable will be that on the day of receipt of payment. In the case of payment in foreign currency, Hotel shall be entitled to charge a maximum of 10% of the amount in foreign currency to cover the administrative costs involved.

Global Blue Currency Choice – Best rate guarantee

When paying with credit card, we give you the option to pay in your own currency. In the event you find a negative currency difference, it is possible to complain. You can send a mail to currencychoice@globalblue.com and ask for a claim form. The request needs to be received within 60 days after the credit card transaction was processed.

7.6. Hotel shall be entitled to refuse cheques, other similar means of payment and means of payment other than those mentioned above, or to attach certain conditions to the acceptance thereof. Hotel, in its sole discretion, shall determine which means of payment will be accepted. In the case of an Online Reservation, the accepted means of payment will be communicated in a timely manner before the conclusion of the agreement. Hotel has the right to claim full or partial advance payment. This applies to all types of Reservations. The advance payment will eventually be deducted from the final amount payable. In the case of a cancellation, if applicable or agreed on, the advance payment will be refunded as soon as possible, but definitely within 14 days. Refunds will be made on the same payment method as the payment was done.

7.7. If the Guest/Customer makes use of Hotel' Services during their stay, Hotel will have the right to demand payment for the Services already rendered.

7.8. If the Guest/Customer fails to meet their payment obligations in time and, after having been notified of this fact by Hotel and having been allowed 14 more days to pay, remains in default, he/she shall owe Hotel the statutory interest due on the outstanding amount and Hotel shall then have the right to charge the extrajudicial collection costs to the Guest/Customer. These collection costs may reach a maximum of: 15% of the principal sum of the claim on the first € 2,500 of the claim, 10% of the principal sum of the claim on the next €2,500 of the claim, and 5% of the principal sum of the claim on the next €5,000 of the claim with a minimum of €40. Hotel may decide to use different amounts and percentages in favour of the Customer.

Article 8. Liability

8.1. This Article shall only apply if the Customer is a natural person or legal entity acting in the course of a trade, business or other undertaking. When dealing with a Consumer-Customer, Hotel' liability shall be limited insofar as allowed by law.

8.2. Except in the case of an intentional act or omission or gross negligence on the part of Hotel, Hotel accepts no liability whatsoever.

8.3. Except in the case of an intentional act or omission or gross negligence on the part of Hotel, Hotel does not accept any liability for damage to or caused by vehicles of the Guest.

8.4. Except in the case of an intentional act or omission or gross negligence on the part of Hotel, Hotel does not accept any liability for damage caused directly or indirectly to any persons or property as a direct or indirect result of any defect, feature or circumstance on or in any moveable or immovable property which Hotel is holding on a long or short lease, hiring or which it owns or which is in any other way at the disposal of Hotel.

8.5. Under no circumstance shall Hotel' liability exceed the value of the Hotel Agreement, the coverage of the public liability insurance taken out by Hotel or any damages paid to Hotel by any other third party.

8.6. The Customer shall indemnify Hotel against any claim, by whatever name, which the Guest and/or any third party may lodge against Hotel, if and insofar as this claim has any connection in the broadest sense with any Service to be provided or which has been provided by Hotel under the terms of the Hotel Agreement or any other agreement with the Customer or has any connection with the accommodation where such Service was provided or was to be provided. This obligation to indemnify also applies if the Hotel Agreement with the Customer and/or Guest is cancelled in full or in part for any reason.

8.7 The Hotel will not be held responsible for any item brought into the Hotel, car park or grounds including the property are brought in at your own risk. The Hotel shall not be held responsible for the damage or loss of any property owned by the guest, whether the items were left, lost or damaged before, during or after the stay.

Article 9. Force Majeure

9.1. Force majeure shall be understood to include staff illness (making it reasonably impossible for Hotel to conduct its business in a normal manner), war, threat of war, riots, stoppage of work or industrial action, water damage, acts of war, terrorism, fire, flooding and government measures.

9.2. In the event of force majeure, Hotel shall be entitled to either suspend performance of the Hotel Agreement or cancel the Hotel Agreement. In such case Hotel shall not be liable to pay compensation for any loss or damage.

9.3. The foregoing terms shall also apply if a force majeure situation arises in respect of persons and/or services and/or institutions engaged by Hotel for the performance of the Hotel Agreement or any other agreement. This also includes everything that applies to the aforementioned persons and/or services and/or institutions in terms of reasons for postponement or cancellation, as well as breach of contract by the aforementioned. In the case

of force majeure, Hotel shall not be obliged to provide proof of how this has affected its business.

9.4. This Article 9 shall only apply if the Customer is a natural person or legal entity acting in the course of a trade, business or other undertaking. When dealing with a Consumer-Customer, force majeure may be invoked only insofar as permitted by law.

Article 10. Applicable law and Disputes

10.1. All agreements, by whatever name, shall be governed by the laws of the Netherlands.

10.2. Subject to the terms below and unless mandatory terms dictate otherwise (as in the case of consumer disputes), any dispute that may arise from an agreement to which these terms and conditions apply, either wholly or partially, will be settled by the Court of Utrecht, unless Hotel prefers to submit the dispute to the court in whose jurisdiction the Customer and/or Guest is domiciled.

10.3. In the event of a dispute that, according to the rules of Dutch procedural law, falls within the subject-matter competence of subdistrict courts, the dispute will be exclusively settled by the competent subdistrict court.

10.4. The nullity of one or more clauses in these General Terms and Conditions does not affect the validity of all the other clauses. If, for any reason, a clause in these General Terms and Conditions turns out to be invalid, the parties are assumed to have agreed a valid replacement clause which comes as close as possible to the meaning and scope of the invalid clause.

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