



## General Terms & Conditions

The general terms and conditions apply to all hotels mentioned on [www.xohotels.com](http://www.xohotels.com) and to all reservations made through [www.xohotels.com](http://www.xohotels.com), the hotelwebsite, e-mail, telephone or through third parties.

Amsterdam, 25 November 2020

### 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, to which the conditions apply.

1.2 Services: 'services' shall mean, in the broadest sense, the provision of accommodation by hotel with all associated activities and services.

1.3 Guest: the person to whom the hotel must provide the services on the basis of an intermediary agreement. Where these terms and conditions refers to guest, this also includes those who accompany the guest. Unless explicitly mentioned otherwise in these terms and conditions, guest or customer means both the guest and customer.

1.4 Intermediary: the natural or legal person who has made an agreement with the hotel to provide services. An intermediary is also the person who has made an agreement to provide services, whether or not in the name of his/her relations. A natural persons who does not act in the exercise of his or her profession or business is also referred to as a guest in these conditions.

1.5 Hotel agreement: the agreement concluded between the hotel and the intermediary or guest whereby the hotel provides services for a fee for the benefit of that intermediary and/or guest. Where in these conditions a reference is made to the hotel agreement, this also includes any other agreement to which these conditions have been declared applicable. These conditions also apply to guests who have entered into a hotel agreement via a third party. Reservations made through a third party may have different (additional) conditions.

1.6 Online reservation: the reservation made using the reservation form to conclude a hotel agreement that is available on the hotel website (hotel website and [www.xohotels.com](http://www.xohotels.com)). Online reservations made through a third party may have different conditions.

1.7 Reservation: The hotel agreement in writing by the guest or intermediary and the hotel, whereby the guest or intermediary and the hotel capture the period and the conditions under which the hotel agreement will be executed.

## **Article 2. Scope**

2.1 These general terms and conditions apply to all offers, agreements and conclusions of agreements, in 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 the hotel in writing. In such case the derogation will only apply to the specific offer, agreement or conclusion of the agreement in question.

2.3 Unless the hotel received and confirmed a written communication in advance from the guest or intermediary (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 terms & conditions.

## **Article 3. Formation of the hotel agreement.**

3.1 All offers made a by the 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 the hotel will be as up-to-date as possible.

3.2 In case the guest or intermediary has accepted an offer and the capacity of the hotel turns out to be insufficient, the hotel has the right, within 48 hours after receiving the reservation or within 1 day prior the first night or later if the hotel cannot reasonably be expected to make acceptable use of the provision as described above under article 3.1 and may change or cancel the agreement. However, a solution will first be sought in accordance with the provisions regarding changes in article 4.4

3.3 A reservation is only final after the booking has been confirmed by the hotel in writing by email. An exception applies if the reservation is made by telephone on the day of arrival, then the oral reservation is final.

3.4 When making an online reservation, the agreement is concluded when the guest or intermediary accepts the offer by filling in his/her details and submitting it by submitting the reservation form. The hotel will send the guest or intermediary an email with the confirmation. Without confirmation or payment made by the guest or intermediary, the guest or intermediary can always dissolve the agreement. This in derogation from article 3.3. If the guest or intermediary has not received the confirmation, it is the guest or intermediary own responsibility to contact the hotel.

3.5 It is the responsibility of the guest or intermediary that the correct information (including name, email-address, telephone number, number of guests (adults and children) is provided to the hotel. The guest must inform the hotel of any changes. By providing the information to the hotel, the guest gives permission for the hotel to contact them and the reservations department regarding the reservation made.

3.6 When making a reservation by telephone, the guest will receive the confirmation email within 1 hour (during office hours) after making the reservation. When making a reservation

by email, the guest will receive the confirmation email within 12 hours of confirming the quote. If the guest has not received it, it is the guest's own responsibility to contact the hotel.

3.7 Any agreement entered into by an intermediary is deemed to have been concluded at the expense and risk of this intermediary. Any payment by a guest will free the intermediary to the same extent.

3.8 Unless expressly agreed in writing, the hotels owes no commission, provision, by whatever name, to an intermediary.

3.9 The hotel is entitled to cancel an (online) reservation if a guest has not registered on the first reserved day after the first night at 11:00 in the morning and has not informed the hotel about the delayed arrival in time. The payment obligation remains valid as previously agreed.

3.10 If the arrival and/or departure date is changed, the original, definitive reservation will expire and, in mutual consultation, a new definitive reservation will be made. Prices and/or conditions may change from the original reservation.

3.11 Hotel compiles the information on the website with the utmost care, nevertheless inaccuracies in the data may occur during the transfer of data and/or due to technical difficulties and/or other circumstances; and/or the data is incomplete. The descriptions and photos for the respective room types may differ in reality and are for illustrative purposes only. All online reservations made are subject to obvious changes and/or error. Changes in the VAT rate and/or tourist tax, or other legally required taxes, will be passed on to the guest at all times. The tourist tax may change between the time of booking and the time of stay. If applicable, the hotel will inform the guest/intermediary.

3.12 Name changes of guests are only accepted if the intermediary forwards this name change through its own system. For reservations made directly with the hotel, the guest must notify the name change in writing.

3.13 Guests must be 18 years or older to stay in the hotel, or must be accompanied in the same room by a person aged 18 or over.

3.14 If the guest needs a visa to stay at the hotel, the hotel does not bear any responsibility for this. If desired, the hotel can send a visa confirmation by email at guest's request. This requires as full deposit of the first night of the stay via payment link. This is a non-refundable payment, no refund will be given in the event of cancellation. The hotel is not responsible for whether or not a visa is granted to the guest.

3.15 The hotel does not accept bookings without a valid credit card unless the nonrefundable rate has been booked and/or paid in full in advance. The cardholder and credit card must be present at the hotel at the time of arrival. If the guest does not have a valid credit card, the hotel is entitled to cancel the reservation.

3.16 The hotel charges all hotel guests tourist tax and makes no distinction between Amsterdam residents or guests from outside the city. Citizens of Amsterdam have to pay the tourist tax when staying overnight in one of our hotels.

#### **Article 4. Hotel obligations**

4.1 The hotel will make the agreed accommodation available to the guest during the agreed period and/or provide the agreed services in accordance with the quality standards applicable within the hotel.

4.2 The clause as described above under article 4.1 does not apply:

- a. in case of force majeure as described in these conditions in the article concerning force majeure (article 9);
- b. if the guest does not appear, or appears more than half an hour late after the agreed deadline or the deadline referred to in article 3.10;
- c. if the intermediary or guest does not pay the advance or interim payment referred to in article 7 or fails to do so in time;
- d. if the intermediary does not and/or does not fully meet the intermediary's obligation to the hotel;
- e. if the guest has opted for payment upon arrival at the hotel and is not in possession of a valid credit card in his or her name;
- f. if the guest does not follow the house rules.

4.3 Unless agreed otherwise in writing, the hotel will make the accommodation available to the guest from 3 pm on the arrival day until 11 am on the day of departure.

4.4 Hotel is entitled to offer the guest different hotel accommodation than would be made available according to the hotel agreement. In the event that the hotel accommodation offered and accepted by the intermediary or guest is cheaper than the original accommodation, the hotel will make the amount of the savings available to the guest or intermediary. Under no circumstances will the hotel be held to any further compensation.

#### **Article 5. Group reservations**

5.1 When a reservation is made for six rooms and onwards, the reservation is considered a group reservation. Provisions that apply to individual reservations also apply to group reservations. In the event of a conflict between provisions, the provisions of this article prevail.

5.2 An intermediary or guest can make a so-called optional reservation for a group reservation. An optional reservation is only made after it is confirmed in writing by the hotel. An optional reservation can be held until the agreed date. Unless explicitly agreed upon in writing, an optional reservation will automatically expire at 12:00 noon of the supposed arrival date.

5.3 A definitive reservation is only made after it has been confirmed in writing by the hotel and the deposit has been received. If the arrival and/or departure date is changed, the original final reservation will expire and the new final reservation will be moved to the

desired dates in mutual consultation, based on availability. If availability does not allow this, the cancellation conditions apply (article 5.6).

5.4 For a group reservation, a guest or intermediary can, up to two week prior to arrival, reduce 2 rooms of the original number of rooms originally reserved free of charge, unless otherwise agreed.

5.5 The original number of rooms originally reserved can only be increased in consultation with the hotel. The hotel is in no way responsible for increasing, without consultation, the originally reserved number of rooms.

5.6 In case of a full cancellation of a definitive reservation up to eight weeks before arrival, no costs will be charged, except for the nonrefundable deposit that was made upon confirmation of the group reservation. Eight weeks prior to arrival, 50 % of the total cost of the reservation value must be paid. Free cancellation is no longer possible after receipt of payment. In the event of a full cancellation of a definite reservation less than four weeks before the date of arrival, the guest or intermediary must reimburse 100 % to the hotel, based on bed, breakfast and any booked group dinners. The guest or intermediary ensures that the hotel is in possession of the name list of the guests no later than seven working days prior to the arrival date.

5.7 If the guest or intermediary fails to comply with the previous articles, the hotel will consider the final reservation as cancelled. This cancellation will be considered as a cancellation of a definitive reservation (Article 5.6). The guest or intermediary will not receive a refund of the amount already paid. When a partial payment has been received, the guest or intermediary is only entitled to the number of rooms worth the payment.

5.8 The hotels do not accept youth groups. These are groups where more than 30 % of the participants are under 22 years old.

## **Article 6. Cancellation**

6.1 When the reservation is made through a third party ((online) travel agent, booking website) other conditions may apply.

6.2 A hotel agreement is irrevocable and cannot be cancelled unless otherwise agreed in the terms and conditions.

6.3 Specifically for online reservations, there is no right of cancellation for consumers, in accordance with Article 6:230p BW. Dutch Law applies to all agreements, by whatever name, even if the guest or intermediary resides outside the Netherlands.

6.4 If a specific cancellation policy applies and/or is mentioned on the hotel website, this will be considered a fixed part of the offer and this will take precedence over the irrevocability stipulated in this article. Guest then has the option to cancel as stated on the booking confirmation and if the conditions allow.

6.5 If the guest has already checked in, cancellation is never possible free of charge. There is no refund of costs already paid. This also applies to all additional facilities and services, such as breakfast and extras (such as rose petals but not limited to).

6.6 Cancellation must be made in writing, including online via the appropriate form (website), by e-mail and dated.

6.7 Unless it concerns a group reservation (Article 5), unless otherwise agreed in writing, unless the reservation has been made through an intermediary and/or third party, a reservation can be cancelled free of charge until 14:00 one day prior to arrival.

6.8 In the event of a cancellation of a nonrefundable reservation, the hotel will in no way give a refund.

## **Article 7. Room prices and payment**

7.1 Prices may vary per accommodation type, day, time of booking, rate type, payment terms and conditions and cancellation conditions.

7.2 The guest or intermediary owes the amounts stated in the hotel agreement to the hotel. Hotel may charge additional fees to the guest and/or intermediary for special services such as the use of a parking garage, telephone, tourist tax, etc. Costs are clearly communicated.

7.3 All invoices, including the invoice regarding cancellation or no show, will be paid by the guest and/or intermediary before or upon arrival. The place of payment is designated by the relevant hotel establishment to which the invoice relates.

7.4 The intermediary is deemed to conclude the hotel agreement or any other agreement also on behalf of each guest of the intermediary. By appearing, the guest acknowledges that the intermediary was authorised to represent him.

7.5 Payment is made in Euros, by Mastercard or Debit/iDeal/ Maestro/pin/ payment link. If the hotel accepts payment in foreign currency, the market rate applicable at that time applies. In case of payment in foreign currency, hotel is entitled to charge a maximum of 10 % of the amount in foreign currency as administration costs.

Global Blue Currency Choice – Best Price Guarantee: When making payment with a credit card, the guest is offered the option to pay in their own currency. If the guest experiences a negative exchange rate difference, it is possible to file a complaint about this by sending an email to [currencychoice@globalblue.com](mailto:currencychoice@globalblue.com) and requesting a claim form. The request must be made within 60 days of the transaction. The hotel is not responsible for exchange rate differences.

7.6 The hotel has the right to refuse checks, Euros in cash, and other similar means of payment, or other means of payment than mentioned above. Furthermore, it is up to the hotel which payment methods are offered. In the case of an online reservation, the payment options will be communicated in time before the conclusion of the agreement. The hotel is entitled to demand (partial) advance payment. This applies to all types of reservations and this amount is eventually settled with the final amount to be paid. In case of free

cancellation, the amount already paid will be refunded as soon as possible. (Partial) refunds are made through the same payment method as which is previously paid.

7.7 The hotel does not accept bookings without a valid credit card, unless the nonrefundable rate is booked and paid in full at least 48 hours prior to arrival and/or the flexible rate is booked and paid in full at least 24 hours prior to arrival. The cardholder and credit card must be present at the hotel at the time of arrival. If the guest does not have a valid credit card, the hotel is entitled to cancel the reservation.

7.8 If the guest makes use of services in the hotel during his stay (Article 7.2), the hotel is entitled to claim payment for the services purchased.

7.9 If the guest or intermediary does not meet his payment obligation in time, after he has been informed by the hotel of the late payment and the hotel has granted the guest or intermediary a period of 14 days to still meet his payment obligations, after the failure to pay within this 14-day period, statutory interest is due on the amount still owed. The hotel is entitled to charge the extrajudicial collection costs incurred by it. These collection costs amount to a maximum of (with a minimum of € 40):

15% on outstanding amounts up to € 2500

10 % over the subsequent € 2500

5 % on the next € 5000

The hotel may deviate from the aforementioned amounts and percentages for the benefit of the guest or intermediary.

7.10 If the guest or intermediary requests an invoice for a past reservation or requests to make changes to the invoice, the hotel is entitled to charge an administration fee of € 25,00 per invoice.

7.11 It is the guest's or intermediary's own responsibility to book the number of persons (adults and children) who actually stay in the hotel and/or use services. If the guest or intermediary books for fewer people than present, the hotel is entitled to charge the underpaid amount of tourist tax and/or services.

7.12 For flexible rate bookings with payment upon arrival, the credit card provided for the booking must be the property of the guest and must be presented upon check-in. Check in is not accepted if the guest and credit card holder are not present. On arrival, the hotel reserves the right to compare the credit card number used for the booking with the actual credit card. If the credit card holder is not present or the credit card does not belong to the guest, the hotel reserves the right to cancel the booking.

## **Article 8. Stay**

8.1 All guests entering the hotel are required to report to reception in order to be registered.

8.2 Smoking is strictly prohibited in and on the premises of all hotels. In case of violation, the hotel will impose a fine of € 200 on the guest and the guest must leave the hotel without refund of costs already paid. If the guest deactivates the smoke detector and endangers the

entire hotel, the hotel will impose a fine of € 200 on the guest and the guest must leave the hotel without refund of costs already paid.

8.3 All XO Hotels are alcohol free which means that no alcohol is served. It is also not allowed to consume alcohol in the public areas of the hotel. It is allowed to consume brought alcohol in the room.

8.4 Pets are not allowed in the hotels. The hotel has the right to cancel the reservation without refund of already paid room costs if guests with pets want to check in.

## **Article 9 . Liability**

9.1 This article only applies if the guest or intermediary is a (legal) person who acts in the exercise in his profession or business. In the case of a consumer customer, the liability of the hotel is limited insofar as legally possible.

9.2 Unless there is intent or gross negligence on the part of the hotel, the hotel accepts no liability in any form whatsoever.

9.3 Unless there is intent or gross negligence on the part of the hotel, the hotel accepts no liability for damage to or caused by vehicles of the guest.

9.4 Unless there is intent or gross negligence on the part of the hotel, the hotel accepts no liability for damage that occurs directly or indirectly to anyone or anything as a direct or indirect consequence of any defect or whatever to, in or on any movable or immovable property of which the hotel is the owner, lessee, leaseholder or tenant or which is otherwise available to the hotel.

9.5 The liability of the hotel will never go beyond the value of the hotel agreement or the compensation for damage as covered by the insurance company of the hotel or the damage as compensated by any other third party to the hotel.

9.6 The hotel is fully indemnified by the guest or intermediary in respect of any claim, or by whatever name, which a guest and/or any third party asserts or may assert against the hotel in this respect, in the broadest sense of the word, of the hotel agreement or any other agreement concluded with the guest or intermediary. The indemnification obligation also applies to the hotel agreement if, for whatever reason, it has been dissolved in whole or in part.

9.7 The hotel is not responsible for any property brought in or around the hotel and the parking garage. These properties are taken by the guest at their own risk. The hotel cannot be held responsible for any damage or loss of the guest's property, even if it was left, lost or damaged before, during or after the stay at the hotel.

## **Article 10. Force Majeure**

10.1 Force Majeure is understood to include: illness among staff that makes it reasonably impossible to conduct business, war, failing equipment, danger of war, riot, strike or

(foreign) occupation, water damage, acts of war, terrorism, fire, flood, natural disaster (such as tsunami, volcanic eruption, etc). or government measures that make operations reasonably impossible.

10.2 In case of force majeure, the hotel can either cancel or suspend the agreement. In that case, there is no obligation on the part of the hotel to compensate for any damage. In the event of a cancellation of a nonrefundable reservation, the hotel will in no way give a refund.

10.3 The above provisions also apply when the force majeure occurs with persons and/or services and/or institutions that the hotel uses when executing the hotel agreement or any other agreement. This also includes what occurs with the aforementioned persons and/or services and/or institutions as a suspensive or resolute conditions or the default of the aforementioned persons and/or services and/or institutions. The hotel is not obliged to demonstrate its influence on its business.

#### **Artikel 11. Warranty and conformity**

11.1. The hotel guarantees that the services meet the agreement, the specifications stated in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing on the date of the conclusion of the agreement.

11.2 If the service provided does not comply with the agreement, the guest must inform the hotel within a reasonable period after he has discovered the defect. This means, in any case, both during the stay and up to 14 days after using the service. It is the guest's responsibility to demonstrate that the defect was reported during the stay.

11.3 if the hotel considers the complaint to be justified, the relevant products will be repaired, replaced or (partially) reimbursed after consultation with the guest or intermediary if repair and/or replacement is not possible. The maximum reimbursement is equal to the price paid for the product by the guest or intermediary.

#### **Article 12. Complaint procedure**

12.1 If the guest has a complaint about a product and/or other aspects of the hotel's services, he can submit a complaint to the hotel by email during the stay. See the contact details at the bottom of the terms and conditions.

12.2 If the guest has forwarded a complaint by e-mail, it will be forwarded to the relevant hotel with the request to process the complaint. Complaints after departure will only be processed if you have demonstrably informed the hotel about this during your stay.

12.3 Any complaint against the hotel or with respect to the hotel must be made as soon as possible, but in any case within 14 days after the planned day of use of the product and/or service (e.g. checkout date). Any claim or complaint made after the 14-day period may be refused and the guest will lose his right to any compensation.

12.3 The hotel will respond to the guest as soon as possible, but in any case within 5 working days after receipt of the complaint. If it is not yet possible to give a substantive or definitive response, the hotel will confirm receipt of the complaint within 5 working days of receipt of the complaint and give an indication of the period within which it expects to give a substantive or definitive response to the complaint of the guest.

### **Article 13. Applicable law and disputes**

13.1 Dutch law applies to all agreements, by whatever name, even if the guest or intermediary resides outside The Netherlands.

13.2 Subject to the provisions below and unless mandatory provisions of law oppose this (such as consumer disputes), all disputes that may arise from an agreement to which these conditions apply in whole or in part will be settled by the court in Amsterdam.

The house rules of XO Hotels can be read [here](#).

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