

General Terms and Conditions

The general terms and conditions apply to all hotels listed on www.xohotels.com and to reservations made via www.xohotels.com, email, telephone, at the front desk, or through third parties.



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Article 1. Definitions

In these general terms and conditions, and in all offers, agreements, or the formation of agreements to which these terms apply, the following definitions are used:

- 1.1 *Hotel*: the accommodation business to which these terms and conditions apply.
- 1.2 *Guest*: the person to whom the hotel must provide services, possibly based on an agreement made via an intermediary. Where these terms mention “guest,” it also includes any accompanying persons. Unless explicitly stated otherwise, “guest” or “customer” refers to both the guest and the customer.
- 1.3 *Intermediary*: a natural or legal person who has entered into an agreement with the hotel to provide services. This also includes any person who, on behalf of others, has entered into such an agreement. A natural person not acting in the exercise of a profession or business is also referred to as a guest in these terms.
- 1.4 *Groups*: a group of six or more rooms for which the hotel provides services based on one or more related hotel agreements.
- 1.5 *Third Party*: an external organization, such as a travel agent, booking platform, or tour operator, that books a hotel stay on behalf of the guest or enables such a booking.
- 1.6 *Provision of Services*: the hotel’s provision of accommodation and/or the availability of (meeting) spaces and/or premises, along with related services and activities, in the broadest sense of the word.
- 1.7 *Hotel Agreement*: an agreement between the hotel and a guest or intermediary in which the guest or intermediary pays the hotel for specific services. When these terms refer to a hotel agreement, this also includes other agreements to which these terms apply. These terms also apply to guests who book via a third party. Bookings made through a third party may be subject to additional terms unknown to the hotel.
- 1.8 *Reservation*: a hotel agreement confirmed by the hotel after receiving a request from the guest or intermediary via, for example, email or telephone. The hotel specifies in writing the period and conditions under which the agreement will be carried out.
- 1.9 *Online Reservation*: a reservation made directly by the guest using the booking form available on the hotel’s website. Online reservations made via third parties may be subject to other terms unknown to the hotel. The hotel is not liable for differing third-party terms. Unless stated otherwise, any provision that refers to a reservation also applies to online reservations.
- 1.10 *Standard Rate*: the regular rate for a hotel stay, which allows the guest to modify or cancel the reservation according to the hotel’s cancellation policy. The standard rate is also known as the flexible rate.
- 1.11 *Non-Refundable Rate*: a discounted rate with no right to a refund in case of cancellation. Changes to the reservation are also not allowed
- 1.12 *Check-in Time*: the time from which the guest can check into the hotel. The standard check-in time is from 3:00 PM (Amsterdam time), unless otherwise agreed in the reservation. For group bookings, the check-in time is usually from 4:00 PM, unless agreed otherwise.

- 1.13 *No-Show*: when a guest does not show up without prior cancellation and does not make use of the reserved hotel stay or service, despite having a valid hotel agreement.
- 1.14 *Cancellation*: the guest's oral or written notice to the hotel that some or all agreed services will not be used. This also includes cancellations confirmed by the hotel.
- 1.15 *In Writing*: the term "in writing" also includes digital communication.

Article 2. Applicability of These Terms and Conditions

- 2.1 These general terms and conditions apply to all offers, agreements, and the formation of agreements with the hotel.
- 2.2 Any offers, agreements, or formation of agreements that deviate from these general terms and conditions are only valid if explicitly and in writing agreed upon with the hotel. The deviation applies solely to that specific hotel agreement.
- 2.3 By making a reservation, the guest, intermediary, or any other (legal) person agrees to these general terms and conditions, regardless of any prior objections, unless the hotel has explicitly and in writing confirmed otherwise. This also applies to the privacy policy.
- 2.4 If a guest uses the services of the hotel, they accept that the hotel's general terms and conditions take precedence over any (general) conditions declared applicable by an intermediary or third party.

Article 3. Formation of the Agreement

- 3.1 All offers and quotations from the hotel are without obligation and apply only as long as the hotel's capacity is sufficient. In the case of an online reservation, the offer is assumed to be as up-to-date as possible.
- 3.2 An option right gives the guest the right to accept a valid offer from the hotel within an agreed period, thus forming an agreement. A quotation provided by the hotel is valid for 24 hours from the time it is sent, unless agreed otherwise in writing.
- 3.3 If the guest or intermediary has accepted an offer but the hotel lacks sufficient capacity, the hotel has the right—within 48 hours of receiving the reservation or up to one day before the first night of stay, or later if reasonably necessary—to invoke the provision in Article 3.1 and amend or cancel the agreement. However, a solution will first be sought in accordance with the provision in Article 4.4 regarding changes.
- 3.4 It is the responsibility of the guest or intermediary to provide correct information to the hotel, such as name, email address, phone number, and number of guests (adults and children). The guest must inform the hotel of any changes before arrival. By submitting this information, the guest gives the hotel permission to contact them regarding the reservation.
- 3.5 A reservation is formed when the guest or intermediary accepts the offer by completing and submitting the reservation form. The hotel will send a confirmation email within 12 hours. If the guest or intermediary does not receive this confirmation, it is their own responsibility to contact the hotel.

- 3.6 For telephone reservations, the guest will receive a confirmation email within 1 hour if the reservation is made during office hours. For reservations made via email, a confirmation will be sent within 12 hours after the offer is accepted. If the reservation is made outside office hours, during weekends, or on public holidays, the confirmation may take longer. If not received, it is the guest's responsibility to contact the hotel.
- 3.7 A reservation made via email is only final after the hotel has confirmed it in writing via email. Upon confirmation, a payment obligation arises between the guest and the hotel.
- 3.8 Any agreement made by an intermediary is made at the expense and risk of that intermediary. Any payment made by the guest releases the intermediary from the same obligation.
- 3.9 Unless explicitly agreed in writing, the hotel does not owe the intermediary any commission, fee, or other compensation.
- 3.10 The hotel reserves the right to cancel a reservation if the guest does not arrive by 11:00 AM on the day after the first reserved night and has not informed the hotel of a delayed arrival. In such a case, the reservation will be treated as a no-show. The original payment obligation remains in force.
- 3.11 If the arrival and/or departure date is changed, the original confirmed reservation becomes void, and a new confirmed reservation will be made in mutual consultation. Prices and/or conditions may differ from the original reservation. The new reservation takes effect after written confirmation from the hotel.
- 3.12 The hotel composes the information on its website with the utmost care. However, due to data transmission errors, technical issues, or other circumstances, inaccuracies and/or incomplete information may occur. Room descriptions and photos are for illustrative purposes only and may differ from reality. All online reservations are subject to obvious errors and/or changes.
- 3.13 Any changes in VAT rates, tourist tax, or other legally required levies, as well as rates for hotel services, may occur between the time of booking and the stay. These changes will always be passed on to the guest. If applicable, the hotel will inform the guest or intermediary in a timely manner.
- 3.14 Name changes of guests are only accepted if submitted by the intermediary through their own system. For reservations made directly with the hotel, the guest must communicate the name change in writing to the hotel.
- 3.15 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 older for the entire duration of the stay.
- 3.16 If a visa is required to stay at the hotel, the hotel bears no responsibility for obtaining the visa. Upon request, the hotel may send a visa confirmation by email, but only after full prepayment of the stay via payment link. This is a non-refundable payment; no refunds will be issued in the event of cancellation. The hotel is not responsible for the granting or denial of a visa.
- 3.17 The hotel does not accept reservations without full prepayment.

3.18 The hotel applies a uniform tourist tax policy for all its guests, making no distinction between residents of Amsterdam and guests from outside the city. According to this policy, all guests, including residents of Amsterdam, are required to pay tourist tax when staying at any of the organization's hotels.

3.19 The hotel does not offer travel or cancellation insurance. It is the guest's own responsibility to arrange travel or cancellation insurance, and the hotel strongly recommends doing so.

Article 4. Obligations of the Hotel

4.1 The hotel shall provide the guest with the agreed accommodation and/or services during the agreed period, in accordance with the quality standards applicable within the hotel.

4.2 The provision described in Article 4.1 does not apply in the following cases:

- a. In the event of force majeure as described in Article 10 of these terms and conditions;
- b. If the guest arrives more than half an hour late after the agreed deadline or the deadline mentioned in Article 3.10;
- c. If the intermediary or guest has not paid the advance payments or interim payments referred to in Article 7, or has not paid them on time;
- d. If the intermediary does not fully comply with their obligations towards the hotel;
- e. If the guest does not adhere to the house rules.

4.3 Unless otherwise agreed in writing, the hotel will make the accommodation available to the guest from 3:00 PM on the day of arrival until 11:00 AM on the day of departure. Early check-in and late check-out are possible, subject to availability and for an additional fee. If the room is available and the guest wishes to check in before 10:00 AM, a surcharge equal to the daily rate for an extra night applies.

4.4 The hotel is entitled to offer the guest alternative hotel accommodation other than that specified in the hotel agreement. If the offered and accepted alternative accommodation is cheaper than the original, the hotel will refund the difference to the guest or intermediary. The hotel shall not be liable for any further compensation.

4.5 The hotel may impose additional house or behavioral rules by clearly communicating them to the guest.

4.6 The hotel may terminate services or deny access to its premises at any time and with immediate effect if the guest violates the general terms and conditions, house rules, or behaves in a manner that disrupts order and peace within the hotel. In such cases, the guest must leave the hotel upon first request, and the hotel is not obligated to provide any compensation.

Article 5. Group Reservations

- 5.1 Reservations of six rooms or more are considered group reservations. Provisions applicable to individual reservations also apply to group reservations. In case of conflict, the provisions in this article prevail. An exception is the check-in time: groups may check in from 4:00 PM, and only one group per day is allowed in the hotel.
- 5.2 An intermediary or guest may make an optional reservation for a group. An optional reservation is only valid after written confirmation by the hotel. It can be held until the agreed date. Unless otherwise agreed in writing, an optional reservation automatically expires at 12:00 PM on the agreed day. If no date is agreed upon, the optional reservation is held for seven days after the offer is sent.
- 5.3 A reservation is considered final only after written confirmation by the hotel and receipt of a 10% deposit of the total reservation value. This deposit is non-refundable and cannot be used to change the reservation date. If the guest wishes to change the arrival and/or departure date, a new reservation must be made, and the previous deposit is forfeited. In case of cancellation, the cancellation conditions in Article 5.6 apply.
- 5.4 For group reservations made through a third party, the reservation must be confirmed as non-refundable. This means the hotel will not make any changes to the reservation.
- 5.5 For group reservations made directly with the hotel, the guest or intermediary may cancel up to two rooms from the originally confirmed number free of charge up to two weeks before arrival, unless otherwise agreed. This does not apply to reservations made through a third party.
- 5.6 Increases or other changes to the originally confirmed number of rooms can only be made in consultation with the hotel. The hotel accepts no responsibility for changes made without prior consultation.
- 5.7 For full cancellations of a definitive reservation up to eight weeks before arrival, no costs are charged, except for the non-refundable deposit made at the time of confirmation. Upon making the reservation, a 10% deposit of the total reservation value is required.
- a. Eight weeks before arrival, an additional 45% of the total reservation value must be paid (totaling 55%).
 - b. After this payment, free cancellation is no longer possible. Full payment must be made at least two weeks before arrival.
 - c. For full cancellations less than two weeks before arrival, the guest or intermediary must pay 100% of the accommodation, breakfast, and any other reserved services. The guest or intermediary must provide the hotel with the guest list at least seven working days before arrival.
- 5.8 If the guest or intermediary fails to comply with the above articles, the hotel considers the definitive reservation canceled. This cancellation is treated as a cancellation of a definitive reservation. The guest or intermediary will not receive a refund of any payments made. If a partial payment has been received, the guest or intermediary is only entitled to the number of rooms corresponding to the value of the payment.

- 5.9 The hotel does not accept youth groups, defined as groups where more than 30% of the participants are under 23 years old at the time of check-in.
- 5.10 For additional conditions, refer to the group terms and conditions provided upon confirmation of a group reservation.

Article 6. Cancellation

- 6.1 When the reservation is made through a third party (such as an online travel agent, travel agent, or booking website), different terms and conditions may apply.
- 6.2 A hotel agreement is irrevocable and cannot be cancelled or modified unless otherwise agreed in the terms and conditions.
- 6.3 Specifically for online reservations, consumers do not have a right of withdrawal, according to Article 6:230p of the Dutch Civil Code. Dutch law applies to all agreements, regardless of whether the guest or intermediary resides outside the Netherlands.
- 6.4 If a specific cancellation policy is stated on the hotel's website, this is considered an integral part of the offer and takes precedence over the irrevocability stated in this article. The guest then has the possibility to cancel as specified in the reservation confirmation, provided the terms allow for it.
- 6.5 Additional facilities and services that have been booked can be cancelled free of charge until 2:00 PM on the day prior to the arrival date. This does not apply to overnight stays or surcharges related to changes in room type or hotel. For these items, only the conditions stated in the reservation confirmation apply. Facilities and services that are part of a package or rate code (such as breakfast) cannot be cancelled separately.
- 6.6 Cancellations must be made in writing, including online through the designated forms (website), by email, and must be dated. A cancellation confirmation will be sent by the hotel. If the guest has not received this, it is the guest's responsibility to contact the hotel. If booked through a third party, only that third party can cancel the reservation.
- 6.7 Unless it concerns a group reservation (Article 5), unless otherwise agreed in writing, and unless the reservation was made through an intermediary or third party, a reservation with the Standard Rate can be cancelled free of charge until 14:00 on the day before arrival (Amsterdam time).
- 6.8 In the case of a cancellation of a non-refundable reservation, the hotel will not provide any refund.

Article 7. Room Rates and Payment

- 7.1 Room rates may vary depending on the type of accommodation, day, time of reservation, rate type, payment conditions, and cancellation policies.
- 7.2 The guest or intermediary is obligated to pay the amounts specified in the hotel agreement to the hotel. The hotel may charge additional fees for special services such as parking garage use, telephone calls, tourist tax, etc. These costs will be clearly communicated.
- 7.3 All invoices, including those related to cancellations or no-shows, must be paid by the guest and/or intermediary before arrival.
- 7.4 The intermediary is deemed to have entered into the hotel agreement or any other agreement on behalf of each guest of the intermediary. By appearing, the guest indicates that the intermediary was authorized to represent them.
- 7.5 Payments are made in euros, using credit card, debit card/IDeal/Maestro, PIN, PayPal, or payment link. If the hotel accepts payment in foreign currency, the applicable exchange rate at that time will apply. The hotel is entitled to charge administrative fees of up to 10% of the amount in foreign currency for payments in foreign currency.
- 7.6 Electronic Dynamic Currency Conversion – Best Price Guarantee: When making a payment with a credit card, the guest is offered the option to pay in their own currency. The hotel is not responsible for exchange rate differences.
- 7.7 The hotel has the right to refuse cheques, cash in euros, and other similar payment methods, as well as other payment methods not mentioned above. Furthermore, the hotel determines which payment methods are offered.
- 7.8 Refunds will be processed by XO Hotels within 2 weeks, but the actual reimbursement depends on the processing time of the bank or payment provider. XO Hotels is not responsible for any delays by financial institutions.
- 7.9 Refunds will only be issued in euros. Any exchange rate differences and/or processing fees are the responsibility of the recipient.
- 7.10 The hotel does not accept reservations without full prepayment.
- 7.11 If the guest or intermediary fails to meet their payment obligation after check-out, and the hotel has pointed this out, the guest or intermediary will be given a 14-day period to fulfill the payment obligation. If payment is not made within this period, statutory interest will be charged on the outstanding amount. Additionally, the hotel is entitled to charge extrajudicial collection costs incurred. These collection costs amount to a maximum (with a minimum of €40):
- a. 5% on outstanding amounts up to €2,500
 - b. 10% on the next €2,500
 - c. 5% on the next €5,000
 - d. The hotel may deviate from these amounts and percentages to the benefit of the guest or intermediary.

- 7.12 If the guest or intermediary requests an invoice for a past reservation or asks for changes to be made to an invoice, the hotel is entitled to charge €25.00 administrative fees per invoice.
- 7.13 When a reservation is made through a third party, that external provider is responsible for invoicing. In such cases, the hotel will not issue an invoice.
- 7.14 It is the responsibility of the guest or intermediary to book for the number of persons (adults and children) who will actually stay in the hotel and/or use services. If the guest or intermediary books for fewer persons than are present, the hotel is entitled to:
- Refuse check-in and cancel the reservation, retaining the total amount of the reservation;
 - Charge the underpaid amount for tourist tax and/or services.

Article 8. Stay

- 8.1 All guests entering the hotel are required to check in at the reception to register and provide the information requested by the municipality of Amsterdam: names, address, date of birth, type of identification, nationality, and arrival and departure dates.
- 8.2 Children aged 0 to 2 years inclusive may stay free of charge in the parents' or guardians' room, provided that use is made of the existing beds or a baby cot. In the case of reservations made through third parties, the hotel reserves the right to offer a baby cot as an additional service, for which charges may apply. Baby cots are available upon request and subject to availability.
- Children aged 3 years and older must be booked as an extra person and must always have their own sleeping space. The maximum room occupancy may not be exceeded.
- 8.3 Smoking is strictly prohibited in the entire hotel. If this rule is violated, the hotel will impose a fine of €200 on the guest, and the guest must leave the hotel without a refund of any paid costs. If the guest disables the smoke detector, thereby endangering the entire hotel, the hotel will impose a fine of €200, and the guest must leave the hotel without a refund of any paid costs. If the fire alarm is triggered due to smoking in the room, the guest will be charged for the fire department's response costs.
- 8.4 All XO Hotels are alcohol-free, meaning no alcohol is served, with the exception of Hotel Artemis. It is also prohibited to consume alcohol in the hotel's public areas. Guests may consume alcohol they bring themselves in their room.
- 8.5 (Pet) animals are not allowed in the hotels. The hotel has the right to cancel the reservation without refund of any already paid room costs if guests wish to check in with (pet) animals. Certified service animals are allowed, provided a valid certificate is shown, the hotel is notified in advance, and permission is granted. Service animals must always remain with their owner.
- 8.6 The hotel is entitled to change the room type, provided that the bed type remains the same.
- 8.7 The hotel will clean the guest's room after the first night. Cleaning includes cleaning the bathroom, dusting the room, vacuuming the room, and changing towels if requested. Linen will only be changed upon request. If the "Do Not Disturb" door hanger or display is used, the room will not be cleaned. "Do Not Disturb" can be used for a maximum of three consecutive days. "Do Not Disturb" means no cleaning, but technical services or reception may, if necessary, enter the room after announcing their presence.

8.8 For all other rules applicable during the stay, the hotel refers to the house rules of XO Hotels, which are published on the website www.xohotels.com and at the hotel reception. Guests who do not comply with the house rules will be banned from the hotel for 12 months. In case of a criminal offense, a report will be filed, and the police, municipality, and hotels affiliated with HSM Melding will be informed, including personal details of the guest in question.

Article 9. Liability

9.1 This article only applies if the guest or intermediary acts in the course of their profession or business. In the case of a consumer customer, the hotel's liability is limited to what is 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. This applies to both direct and indirect damages, unless otherwise agreed.

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 the guest's vehicles. This includes damage that may occur during parking, both at the hotel's parking lot and elsewhere on the premises.

9.4 The hotel accepts no liability for any direct or indirect damage, injury, or other adverse consequences resulting from the use of provided aids, such as, but not limited to a wheelchair, or the provision of non-prescribed medication (such as painkillers). Use of these is at the guest's own risk, and the hotel recommends always seeking professional advice for medical or physical limitations.

9.5 If the guest or intermediary damages or loses the hotel's property, the guest is obligated to compensate for the damage. This also applies to damage caused by the guest themselves or their employees or visitors. The hotel is not liable for loss, theft, or damage to the guest's property unless caused by intent or gross negligence of the hotel. The hotel does not offer insurance for such losses. It is the guest's responsibility to safeguard personal belongings.

9.6 The guest is responsible for the accuracy and completeness of all information provided to the hotel, including all relevant information regarding the execution of the hotel agreement. The hotel is not liable for damages resulting from actions based on information provided incorrectly or incompletely by the guest.

9.7 The hotel will take allergies mentioned into account as much as possible but cannot guarantee this. It is also not possible to prevent traces of undesired ingredients from being present in food. The hotel is not liable for the consequences of this.

9.8 The hotel is not responsible for packages or mail sent to or from the hotel. The hotel cannot guarantee receipt, security, or delivery of such shipments and cannot be held liable for loss or damage to such shipments.

9.9 The guest or intermediary fully indemnifies the hotel from any claim made by the guest or a third party concerning the hotel agreement or any other agreement between the guest and the hotel. This indemnity also applies if the agreement is partially or entirely dissolved for any reason.

- 9.10 The hotel is not responsible for guest property brought into or around the hotel or the parking garage. Such property is brought at the guest's own risk. The hotel cannot be held responsible for any damage or loss to the guest's property, even if it was left, lost, or damaged before, during, or after the stay at the hotel.
- 9.11 The hotel's liability shall never exceed the value of the hotel agreement, or the compensation provided by the hotel's insurance company, or the compensation paid to the hotel by another third party.
- 9.12 The hotel is insured for damage that may result from its own actions, but guests are advised to take out their own travel or damage insurance. The hotel cannot be held liable for damage that should have been covered by the guest's own insurance.
- 9.13 The hotel provides non-binding advice and is not liable for the content and/or consequences of the advice provided.
- 9.14 Found items are stored for a maximum of 2 weeks. If the guest believes they have left an item at the hotel, they should contact the hotel as soon as possible by email or phone. If the hotel finds the item, it will offer the option to pick it up or request the guest to arrange a shipping company at their own cost and responsibility to collect the item.
- 9.15 If the guest orders food or drinks from outside the hotel, the guest is responsible for providing the correct contact details (including the room number) to the restaurant, receiving the order, and maintaining contact with the delivery person/restaurant. If the delivery person leaves the order at the reception, it should be noted that, due to food safety regulations, the hotel will hold it for a maximum of 30 minutes.

Article 10. Force Majeure

- 10.1 Force majeure shall mean any circumstance beyond the reasonable control of the hotel that wholly or partially prevents or unreasonably hinders the performance of its obligations. This includes, but is not limited to: illness among staff, staffing shortages, strikes, equipment failure, water damage, interruption of water or electricity supply, fire, threat of war, riots, civil unrest, terrorism, flooding, natural disasters (such as tsunamis or volcanic eruptions), or government measures that interfere with normal business operations.
- 10.2 In the event of force majeure, the hotel shall have the right to either suspend or terminate the agreement. In such cases, the hotel shall not be liable for any damages. In the event of cancellation of a non-refundable reservation, no refund shall be granted under any circumstances. For reservations with a Standard Rate, the applicable Standard Rate conditions shall apply.
- 10.3 In the event of force majeure, the hotel shall be entitled to modify, limit, or withhold services and facilities in whole or in part, without this giving rise to any right to refund, price reduction, or compensation. This includes, but is not limited to: interruption of electricity, water, or internet services, malfunctioning lifts or climate control systems, and limited availability of breakfast, housekeeping, or other hotel services.
- 10.4 Circumstances of force majeure shall not entitle the guest to cancel or terminate the agreement free of charge, unless the hotel itself decides to terminate the agreement in accordance with Article 10.2.

10.5 The provisions of this article shall also apply where force majeure occurs at third parties engaged by the hotel for the performance of the hotel agreement or any other agreement. This also applies where such force majeure constitutes a suspensive or resolutive condition, or in cases of non-performance by such third parties. The hotel shall not be required to demonstrate how such force majeure affects its operations.

10.6 The hotel shall make reasonable efforts to limit the consequences of a force majeure situation and, where reasonably possible, to provide alternative solutions. However, the hotel shall not be obliged to provide substitute services or compensation.

10.7 The hotel shall not be liable for any damage resulting from force majeure situations. The guest is responsible for covering any financial risks arising therefrom, for example by means of travel or cancellation insurance.

10.8 The foregoing shall not affect the mandatory statutory rights of the guest, including the right to terminate the agreement in cases where the law so provides.

Article 11. Warranty and Conformity

11.1 The hotel guarantees that the services meet the agreement, the specifications listed in the offer, the reasonable requirements of soundness and/or usability, and the legal provisions and/or government regulations that were in effect at the time the agreement was made.

11.2 If the delivered service does not comply with the agreement, the guest must notify the hotel within a reasonable time. This means that any deficiencies must be reported to the hotel immediately during the stay. Complaints can be submitted up to 7 days after using the service, but they will only be considered if the guest can demonstrate that they informed the hotel about the issue during their stay. Complaints submitted after departure without prior notification during the stay will not be addressed.

11.3 If the hotel finds the complaint valid, the relevant product will be repaired or replaced in consultation with the guest or intermediary. If repair or replacement is not possible, an alternative suitable solution will be considered.

Artikel 12. Privacy, data protection and digital security

12.1 The hotel implements appropriate technical and organizational measures to protect guests' personal data against loss, misuse, unauthorized access, unwanted disclosure, and unlawful processing. These measures are regularly reviewed and, where necessary, updated in line with technological developments and the nature of the processing activities.

12.2 The hotel makes reasonable efforts to secure its systems and communication channels against cyber incidents. However, the hotel cannot guarantee that its digital systems are at all times free from breaches or disruptions. The hotel shall not be liable for any damage resulting from cyber incidents, data breaches, fraudulent activities, or other digital disruptions caused by third parties, unless such damage is the result of intent or gross negligence on the part of the hotel.

12.3 The hotel will never request payment details, credit card information, or other sensitive

data via email, WhatsApp, or any other digital communication channels outside of the official and secure booking process. Guests are responsible for carefully handling communications they receive and must not comply with requests from unverified or suspicious senders, even if such messages appear to originate from the hotel.

12.4 If a guest receives messages, links, or payment requests that appear to originate from the hotel but are considered suspicious or unusual, the guest must report this immediately to the reception or through the hotel's official communication channels. The hotel cannot be held liable for any damage resulting from the guest's failure to report such communications or from acting upon them.

12.5 Further information regarding how the hotel processes, stores, and protects personal data is set out in the privacy statement available on the hotel's website. Guests are deemed to have taken note of this privacy statement.

Article 13. Complaints Procedure

13.1 If the guest has a complaint about a product or other aspects of the service during their stay, they must report it immediately to the reception so the hotel can offer a quick solution.

13.2 If the guest has sent a complaint by email, it will be forwarded to the relevant hotel with the request to handle the complaint.

13.3 Complaints after departure will only be considered if the guest has notified the hotel about it, in a verifiable manner, during their stay.

13.4 Any complaint against the hotel or concerning the hotel must be submitted as soon as possible. Deficiencies must always be reported to the hotel during the stay. Complaints can be submitted up to 7 days after the planned day of use of the product and/or service, but they will only be considered if the guest can demonstrate that they informed the hotel about it during their stay. Complaints submitted after departure without prior notification during the stay will not be addressed, and the guest will lose their right to compensation.

13.5 The hotel will respond to the guest's complaint as soon as possible, but in any case, within 5 working days of receiving the complaint. If it is not yet possible to provide a substantive or final response, the hotel will confirm receipt of the complaint within 5 working days and give an indication of when they expect to provide a substantive or final response to the guest's complaint.

Article 14. Applicable Law and Disputes

14.1 Dutch law applies to all agreements, regardless of the name, even if the guest or intermediary resides outside the Netherlands.

14.2 In case of discrepancies or differences in interpretation between the Dutch and English versions of these terms and conditions, the Dutch version shall prevail. The Dutch text will be considered as authoritative in legal or contractual matters.

14.3 Unless otherwise provided below and unless mandatory legal provisions (such as in consumer disputes) prevent this, all disputes arising from an agreement to which these terms and conditions, in whole or in part, apply, will be settled by the court in Amsterdam.

14.4 The house rules of XO Hotels can be read on the hotel website or at the reception. Of course, they can also be sent to the guest upon request.

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