

# Serviced Apartments Van Rijn Accommodation Agreement Terms and Conditions

## Article 1. Definitions

For the purpose of these Terms and Conditions, the following definitions apply:

- **Accommodation agreement:** the accommodation agreement includes the confirmation e-mail with the Booking Details that the Contracting Party receives after making a booking. That document and these Terms and Conditions together constitute the Accommodation Agreement between the Contracting Party and Van Rijn.
- **Accommodation Price and Service Costs:** the Accommodation Price is the total price for the use of the room and services. The Service Costs constitute part of the Accommodation Price and involve additional amenities and services that are available. The Service Costs have a fixed price.
- **Booking Details:** the Booking Details comprise the commencement and termination dates of the Accommodation Agreement, room type and number, Accommodation Price (exclusive of tourist tax), personal details of the Guest and, if applicable, the Contracting Party and/or Guarantor, and information regarding the purpose of the stay.
- **Contracting Party:** the person or legal entity stated on the booking confirmation as being the Contracting Party and who in that capacity is liable for all the obligations under this Accommodation Agreement.
- **Deposit:** the amount of money that the Contracting Party must pay to ensure the proper fulfilment of their obligations under the Accommodation Agreement.
- **Guarantor:** the person or legal entity stated on the booking confirmation as being the Guarantor and who unconditionally guarantees complete fulfilment of the obligations of the Guest under this Accommodation Agreement.
- **Guest:** the natural person or persons stated on the booking confirmation as being the Guest as well as the persons accompanying the Guest. The Guest and the Contracting Party can be one and the same person. A Guest must be at least 18 years old and be involved in or have a relationship with the community of users of the Marineterrein in Amsterdam.
- **Minimum and maximum stays:** guests can book/reserve for a stay of a minimum of one week (6 nights) and a maximum of 5 months and 30 days. It is not permitted to stay for a longer period. Bookings for a period of longer than three months cannot be extended.
- **Reservation:** the conditional agreement a Contracting Party concludes with Van Rijn in digital format which includes the dates of the stay and the accommodation terms and conditions.
- **Room:** the Room as stated in the Booking Details, a furnished room with bathroom and other amenities, depending on which accommodation is booked.
- **Services:** the Services Van Rijn provides under the Accommodation Agreement in addition to making the Room available, namely providing heating, electricity, water, lighting, Wi-Fi, housekeeping, furnishings and furniture and the administering thereof.

- **Terms and Conditions:** these “Serviced Apartments Van Rijn Accommodation Agreement Terms and Conditions”.
- **Van Rijn:** PSU B.V., with its registered office in Amsterdam, trading under the names “Serviced Apartments Van Rijn” and “Pension Homeland”.

## **Article 2. Bookings and reservations**

1. Van Rijn offers accommodation for stays of a minimum of one week (6 nights) to a maximum of 5 months and 30 days. Check-in and check-out dates are agreed at the time the booking or reservation is made.
2. During their stay with Van Rijn, guests must be in possession of valid ID. This ID must be produced when checking in and checking out. Van Rijn notes the ID document number as well as the name of the Guest.
3. Van Rijn applies a state-imposed maximum length of stay of 5 months and 30 days. It is not permitted to stay for a longer period. A booking that has been made cannot be extended.
4. Rooms can be reserved or booked on the bookings page of the website or by sending an e-mail. The confirmation of the reservation or booking includes the check-in and check-out dates of the stay as well as the applicable accommodation terms and conditions. By making a reservation or booking, the Contracting Party accepts the Terms and Conditions.
5. A reservation is a provisional booking. A reservation includes the date by which the stay must be confirmed or cancelled.
6. A reservation or booking is only finalised after the Contracting Party has paid the Deposit, the Accommodation Price and the administrative charges for the first period of the stay. Any stay that is shorter than one month must be paid for in a single payment.

## **Article 3. Payment, deposit and service costs**

1. The Accommodation Price is the amount the Contracting Party must pay for the use of the Room in accordance with the current rates and the length of the stay. The Accommodation Price must be paid monthly and in advance, and includes the Service Costs set out below.
2. As part of the Accommodation Price, the Contracting Party pays a fixed charge (Service Costs) for, among other things, the use of utilities, water, general services, housekeeping, Wi-Fi, administration, and the furnishings and furniture in the Room.
3. Tourist tax is not included in the Accommodation Price. Van Rijn will charge the tourist tax to the Contracting Party. The rate is 7% of the Accommodation Price

exclusive of VAT. Tourist tax will only not be charged if, within three weeks of the commencement of the stay, the Contracting Party can provide Van Rijn with proof of registration as a resident in the Municipal Personal Records Database. Registration as a resident in the Municipal Personal Records Database is only possible if the length of the stay is longer than four months.

4. The Deposit amounts to €350 for stays of up to three weeks and €700 for longer stays. Van Rijn will return the Deposit in full if, at the end of the stay, the Guest leaves the room, bathroom and all things related to the furniture and furnishings clean and undamaged and has also fulfilled all their obligations. The amount to be returned will be reduced by any necessary costs of repair, replacement or cleaning as well as, if applicable, any payments still owed by the Guest.
5. The return of the Deposit will take place with due observance of the paragraph above and within two weeks of the Guest checking out.

#### **Article 4. Payment method and payment term**

1. The Contracting Party owes Van Rijn the amounts stated on the digital invoice(s) that follows an online booking. This invoice includes the Accommodation Price, Deposit, tourist tax (if applicable) and any extras. Van Rijn will charge and draw up a separate invoice for the costs of any extra services that fall outside the original booking.
2. Payments should be made based on the digital invoice, in accordance with the payment term(s) stated on the invoice, using the payment method stated on the website. For periodic payments, Van Rijn must receive payment for the next month by the 20th day of the preceding month. Payment can be transferred to Van Rijn's bank account as stated on the invoice or made in person at reception in Building 006.
3. A reservation is only finalised after the Contracting Party has paid the Accommodation Price for the first period of the stay, the Deposit and the administrative charges. This applies regardless of how far in advance a reservation is made. A reservation is not valid until this payment is made.
4. If payment for the next month is not received by the 20th day of the preceding month, Van Rijn will notify the Contracting Party/Guest to this effect by e-mail stating that the Contracting Party has 5 days in which to rectify the default. If payment is not received within this time limit, the amount due will be increased by €50 for collection costs and payment must be received within 48 hours. If payment is still not made, the Room will be locked and the Accommodation Agreement will be terminated. In that event, the obligation to pay the outstanding amount remains in full force and effect and Van Rijn will deduct that amount from the Deposit. Van Rijn reserves the right to make the Room available to another Guest.

5. All the payment time limits are deadlines and the expiry of such a deadline means the Contracting Party is in default. In the event of default, Van Rijn will charge default interest at the rate of 1.5% per month or part thereof.
6. In the event that Van Rijn must recover payment, Van Rijn will charge for all related extrajudicial and court costs. Extrajudicial costs are set at 15% of the total amount owed, with a minimum of €250 plus VAT on that amount, if applicable.

#### **Article 5. Other payment conditions**

1. If the Contracting Party and the Guest are not one and the same person, then they are jointly and severally liable for all Van Rijn's claims against the Contracting Party and/or Guest. Any payment made by one of them will release the other from payment of that amount of the debt.
2. The Contracting Party is deemed to have concluded the Accommodation Agreement, or any other agreement, on behalf of the Guest as well. The Guest, by checking in at Van Rijn, recognises the authority of the Contracting Party to represent the Guest. Van Rijn will not bear the costs of commission fees the Contracting Party incurs for online payments for guests. Commission fees for credit card payments made at reception will be borne by the Guest and/or Contracting Party.
3. In the event of default, the Guest and/or Contracting Party gives Van Rijn the right of retention in respect of all moveable property of the Guest and/or the Contracting Party that is in Van Rijn's building.
4. All payments must be made in euros.
5. Van Rijn does not accept payment by cheque, acceptance giro or in cash.

## **Article 6. Cancelling a booking**

1. If the Contracting Party books the accommodation for a month or longer, the Contracting Party can cancel the accommodation up until one month prior to the commencement of the Guest's stay. In the event of such a cancellation, Van Rijn will charge a one-time fee of €250 for administrative costs and, within 30 days, Van Rijn will return to the Contracting Party the payments made.
2. If the Contracting Party books the accommodation for one to three weeks, the Contracting Party can cancel the accommodation up until two weeks prior to the commencement of the stay. In the event of such a cancellation, Van Rijn will charge a one-time fee of €250 for administrative costs and, within 30 days, Van Rijn will return to the Contracting Party the payments made.
3. If the Contracting Party books accommodation for one month or longer and the Contracting Party cancels the booked accommodation in the period from one month to one week prior to the commencement of the stay, the Contracting Party will owe Van Rijn 50% of the total reservation value. If the Contracting Party cancels within seven days prior to the commencement of the stay, the Contracting Party will owe Van Rijn 75% of the total reservation value.
4. If the Contracting Party books accommodation for one to three weeks and the Contracting Party cancels the booked accommodation in the period from two weeks to no later than seven days prior to the commencement of the stay, the Contracting Party will owe Van Rijn 50% of the total reservation value. If the Contracting Party cancels within seven days prior to the commencement of the stay, the Contracting Party will owe Van Rijn 75% of the total reservation value.
5. The Guest and/or Contracting Party can cancel the Accommodation Agreement while it is in effect in accordance with the Cancellation Policy set out below. If the Guest finds a replacement Guest for the remaining period of the agreement, and the replacement Guest signs an Accommodation Agreement confirming this, the cancellation costs will amount to €250. The Deposit of the cancelling Guest will be repaid as soon as Van Rijn receives the Deposit of the replacement Guest and the inspection of the Room has been completed and signed off. Missing inventory items and/or damage will be deducted from the Deposit. Van Rijn must be informed by e-mail of the proposed cancellation and the replacement Guest. The Contracting Party and Guest can derive no rights from the submission of such a proposal. Van Rijn may reject the proposal without giving any reasons for so doing.
6. In the event that no replacement Guest is found, or one can only be found for part of the remaining period of the agreement, the cancellation costs will amount to 100% of the contractual and unpaid accommodation costs for the calendar month following receipt of the cancellation e-mail.

7. Van Rijn will cancel reservations and/or bookings that exceed the maximum length of stay of 5 months and 30 days. Any payments made will be returned but the Deposit will be retained. This applies to all bookings for periods that exceed 5 months and 30 days per year.
8. Van Rijn reserves the right to cancel reservations and/or bookings if the Guest does not meet the criteria set down in Article 1 and Article 2. In that event, the payment obligation for the agreed stay remains in full force and effect.

#### **Article 7. Obligations of Van Rijn**

Van Rijn will provide the Guest with the agreed accommodation, in good condition, for the duration of the agreed stay. During this period, Van Rijn will provide the agreed amenities and services, except in the case of force majeure, as stipulated in Article 14.

#### **Article 8. Obligations of the Guest**

1. If the Guest books a single room, the Guest must respect the single-room character of the accommodation by not allowing house guests access to the Room, except if such a visit is of an incidental nature and Van Rijn has been notified of the visit in advance. Double occupancy of a single room is not permitted. The Contracting Party/Guest is not permitted to allow other persons to make use of the Room, except with the express, written consent of Van Rijn. The Guest is responsible and liable for the behaviour of persons they allow to access their Room and the public spaces and communal areas in Building 025 and Building 006.
2. Any person staying with Van Rijn can be obliged, for operational reasons, to move to another Room of the same type or higher and must cooperate in this move.
3. Staff of Van Rijn have the right to enter the Guest's Room for maintenance purposes, suspected breach of the house rules, safety reasons and matters concerning hygiene. Van Rijn will inform the Guest to this effect in advance, unless this is impossible due to an emergency or other urgent circumstances.
4. The Guest is responsible for keeping the Room clean. Van Rijn's housekeeping staff clean the room once a week. If it becomes clear that the Guest is not keeping to common standards of hygiene, and does not alter their cleaning behaviour despite warnings from the staff, the Guest can be obliged to allow the Room to be cleaned by Van Rijn more frequently than once a week. In that event, the Guest is obliged to pay the costs of the additional cleaning.
5. In the case of a stay that is longer than one month, Van Rijn will notify the Contracting Party and the Guest of the agreed check-out date in writing (by e-

mail) no later than one month prior to the check-out date and no earlier than three months prior to the end of the stay.

6. At the end of the stay, the Room must be returned to Van Rijn clean and in good condition. If the Guest moves, the Room must be left clean and in good condition. An inspection will take place around the last day of the Accommodation Agreement. If any damage is noted during the inspection, the Contracting Party/Guest must pay for the repairs. If the damage is so serious that the Room cannot be immediately occupied by another Guest, the Contracting Party/Guest will be charged the Accommodation Price for the number of days needed to perform repairs.

#### **Article 9. Liability**

1. Van Rijn, its staff and third parties engaged by Van Rijn are not liable for damage, of any kind whatsoever, incurred by the Guest or persons accompanying the Guest, except in the case of wilful intent or gross negligence. The Guest must provide proof of wilful intent or gross negligence. The liability of Van Rijn and/or its staff is at all times limited to direct damages only.
2. In the event of Van Rijn and/or its staff being liable, compensation will never be more than the value of the Accommodation Agreement or, if the amount is higher, compensation will be paid out by Van Rijn's liability insurer. At the request of the Contracting Party or Guest, Van Rijn will provide a statement regarding the insurance policy in force.
3. If the damage is a result of wilful intent or gross negligence on the part of a third party engaged by Van Rijn, the liability of Van Rijn is limited to the amount that the third party's insurer pays out in this instance, or the amount that Van Rijn can recover from the third party, as the case may be.
4. Apart from the instances mentioned above, Van Rijn is not liable for any loss or damage regarding persons or their property. This is understood to mean damage as a result of personal injury or death, or the loss or theft of property.
5. Van Rijn is not liable to the Contracting Party/Guest for any loss or damage incurred as a result of or in connection with the performance of the agreement between Van Rijn and the Contracting Party/Guest if the Contracting Party/Guest is insured, or could have been insured, against the loss or damage in question.
6. Except in the event of wilful intent or gross negligence, Van Rijn is not liable for property given into its custody or left behind, regardless of the nature of the custody and regardless of who left the property behind. Except in the event of wilful intent or gross negligence, Van Rijn is also not liable for lost luggage, personal property or parcels delivered by and/or for Guests.

## **Article 10. Liability of the Guest and/or Contracting Party**

1. The Contracting Party and Guest are jointly and severally liable for all damage that is or will be incurred by Van Rijn and/or any other third party if the damage is a direct or indirect consequence of misconduct and/or a wrongful act or failure to fulfil the obligations under this Accommodation Agreement on the part of the Contracting Party/Guest and/or persons accompanying this Contracting Party/Guest.
2. This liability also applies regarding breaches of the house rules by the Contracting Party and the Guest as well as persons accompanying the Contracting Party or Guest.
3. The Guest must inform Van Rijn if, during any period, the Room will be left unused for 7 days or longer.

## **Article 11. Special provisions**

1. At all times, the Guest is obliged to use the Room, bathroom, furniture and other amenities in a usual and careful manner. When using hot and cold water, electricity and heating, and when using the lifts, the Guest must exercise the necessary care and economy. Furthermore, the Guest is obliged not to cause any noise nuisance and to behave as quietly as possible – in the Room as well as in the communal areas and traffic spaces – between 11.00 p.m. and 8.00 a.m.
2. During the stay, the Guest will behave properly, in a manner befitting a good Guest. The Guest will immediately report by e-mail any damage to the Room or inventory or the building, and the Guest will pay compensation for this damage at Van Rijn's earliest request. Guests are not permitted to carry out repairs themselves. All damage is presumed to be the consequence of an attributable failure in the performance of the Accommodation Agreement on the part of the Guest.
3. No ovens, candles or open flame devices of any kind may be used in the Room. The Room contains a refrigerator, microwave and a kettle.
4. It is not permitted to:
  - drive nails, screws, drawing pins, etc. into the walls, doors or furniture or affix duct tape and the like;
  - change the form or layout of the Room or traffic spaces and communal areas;
  - keep highly inflammable or explosive substances of any kind whatsoever in the Room or building;
  - keep pets or other animals in the Room or allow them into the Room or building even if they belong to another Guest;
  - hang up items outside the Room or communal areas;
  - throw objects out of the Room or allow them to fall;



- spend time in or near the building, annoy Guests or visitors, or be a nuisance in any other way;
  - use the Room in any way other than as temporary accommodation;
  - smoke in the Room or building which are completely smoke-free zones;
  - park bicycles anywhere other than in the designated bike parking facility.
5. The Guest is presumed to be familiar with the house rules that are made available in digital format when the reservation or booking is made. The same applies to the cleaning schedule that is displayed in the communal areas.
  6. If the Guest wrongfully activates the fire alarm, Van Rijn can impose a fine of €50 for each incident. The fire alarm is tested in monthly random checks.

### **Article 12. House Rules**

1. Van Rijn has house rules in place to maintain order, peace and safety in the building and to ensure that all Guests receive high-quality service. The house rules are provided in digital format when the Room is booked. By confirming an online booking, the Guest/Contracting Party automatically agrees to the house rules.
2. At all times and without any prior notice, Van Rijn has the right to terminate the Accommodation Agreement with the Contracting Party and deny the Guest access to the accommodation, if the Guest or someone accompanying the Guest breaches the house rules, disturbs the public order or behaves in such a way as to threaten the order, peace and or usual functioning of Van Rijn's accommodation. In such an instance, the Guest and all those accompanying the Guest must leave the accommodation at Van Rijn's earliest request. Van Rijn is not obliged to give any reason for such a request.
3. Guests bear full responsibility for the behaviour of all persons they bring to the building and the Room, and are liable for this behaviour as if it were their own.
4. If Van Rijn becomes aware of criminal behaviour on the part of the Guest or persons accompanying the Guest, this behaviour will be reported to the police.

### **Article 13. Complaints**

1. The Contracting Party or the Guest should send complaints regarding the performance of the Accommodation Agreement as quickly as possible to Van Rijn in an e-mail addressed to [vanrijn@pensionhomeland.com](mailto:vanrijn@pensionhomeland.com).
2. If a complaint is deemed to be well founded, Van Rijn will do its utmost to allay the cause of the complaint.

#### **Article 14. Force majeure**

1. In addition to the meaning under Dutch law, “force majeure” is in any case taken to mean staff illness, war and the threat of war, civil unrest, strikes or sit-ins, water damage, fire, flooding, acts of war, or actions by the government or third parties upon whom Van Rijn is dependent, or the general disruption of gas, electricity or water supplies or the internet.
2. In the event of force majeure, Van Rijn has the authority to suspend or cancel the Accommodation Agreement. In such cases, Van Rijn is not liable to pay compensation for any kind of loss or damage whatsoever.
3. The provisions above also apply if force majeure occurs in respect of persons, services and/or institutions that Van Rijn makes use of in the performance of the Accommodation Agreement or the provision of Services. This also applies when suspension or cancellation clauses go into effect regarding the persons, services and/or institutions referred to above, or a failure to perform on the part of the aforementioned persons, services and/or institutions. Van Rijn is not required to prove the effect of the above on its business activities.

#### **Article 15. Lost/Found property**

1. If the Guest and/or persons accompanying the Guest find an item of lost property, they must hand it in at reception as quickly as possible. Van Rijn will become the owner of the property if it is not claimed by its rightful owner within three months of being handed in.
2. The Guest will bear the costs and related risks of shipping all property lost by the Guest or persons accompanying the Guest. Van Rijn is not obliged to ship such items of lost property.
3. After checking out, any personal possessions left in the Room or another part of the building will not be stored and will be regarded as abandoned, unwanted personal property (relinquished property), unless due to its appearance and/or visible value it is clear to everyone that the property is a lost item, in which case Article 15.1 applies.

#### **Article 16. Applicable law and disputes resolution**

This Accommodation Agreement and any supplementary agreement(s) with Van Rijn are governed by Dutch law. The competent court in Amsterdam, the Netherlands, has sole jurisdiction in all cases regarding disputes that may arise involving this Accommodation Agreement or the performance thereof, or that involve any supplementary agreement(s) concluded between Van Rijn and the Contracting Party/Guest.

**Article 17. Policy amendments**

Contracting Parties and Guests must comply with the Terms and Conditions and the House Rules. Although Van Rijn does its utmost to provide Contracting Parties and Guests with as complete and accurate information as possible, Van Rijn reserves the right to amend or revoke the policy or procedures in this Accommodation Agreement without notice. Amendments apply 24 hours after the Contracting Party/Guest has been informed by e-mail of any amendments. Care is taken to ensure that all information is correct at the time of publication. The latest version is always available at reception and is published on the website of PSU B.V. / Pension Homeland / Van Rijn Serviced Apartments.