

DELIVERY and CANCELLATION CONDITIONS BOUTIQUEHOTEL STAATS

Article 1 Definitions

In the terms and conditions and in the offers and agreements to which the terms and conditions apply, the following words always mean the following.

1.1 Company

Boutiquehotel Staats

1.2 Host

The person who represents Boutiquehotel Staats when concluding and executing catering agreements.

1.3 Provision of catering services

The provision by a catering company of accommodation and / or food and / or drink and / or the provision of (hall) space and / or grounds, everything with all associated activities and services, and everything in the broadest sense of the word.

1.4 Customer

The natural or legal person or company that has concluded a catering agreement with the hospitality business.

1.5 Guest

The person (s) to whom one or more catering services must be provided on the basis of a catering agreement concluded with the customer. Where in the terms and conditions of guest, or customer, is referred to, both guest and customer are meant unless it necessarily follows from the content of the provision and its scope that only one of the two can be intended.

1.6 Catering Agreement

An agreement between the Catering Establishment and a Customer regarding one or more Catering Services to be provided by the Catering Establishment at a price to be paid by the Customer. The term reservation is sometimes used instead of the term catering agreement.

1.7 Hotel business

The catering business where the provision of catering services consists mainly or exclusively of providing accommodation.

1.8 Reservation value (the value of the catering agreement)

The total turnover forecast of the catering company including service charge, tourist tax and VAT. with regard to a catering agreement concluded with a customer, which expectation is based on the averages applicable within that catering establishment.

1.9 Koninklijk horeca Netherlands

The Royal Association of Entrepreneurs in the Catering and Related Business "Horeca Nederland" or any legal successor thereof

1.10 Goods

All goods, including money, monetary values and valuable papers.

1.11 Turnover Guarantee

A written statement from the customer that the Catering Establishment will realize at least a certain amount of turnover in respect of one or more Catering Agreements

Article 2 Applicability

2.1 These delivery terms and conditions apply to the conclusion and content of all catering agreements, as well as all offers relating to the formation of these catering agreements, to the exclusion of all other general terms and conditions. If, in addition, other general terms and conditions still apply, these terms and conditions will prevail in the event of a conflict.

2.2 Deviation from these conditions is only possible in writing and on a case-by-case basis.

2.3 These terms and conditions also serve for the benefit of all natural and legal persons that the Catering Establishment uses or has used when concluding and / or executing a Catering Agreement or another agreement or when operating the Catering Establishment.

2.4 Once the delivery terms and conditions have been declared legally applicable to a particular catering agreement, the most recent version of the terms and conditions will be deemed applicable to all subsequent catering agreements between the same parties, unless otherwise agreed in writing.

Article 3 Conclusion of hospitality agreements

3.1 The Catering Establishment can at all times for whatever reason refuse to conclude a Catering Agreement, unless such a refusal is purely based on one or more grounds stated in Article 429 of the Criminal Code (discrimination).

3.2 All offers made by a Catering Establishment with regard to the conclusion of a Catering Agreement are without obligation and subject to the reservation "as long as stocks (or capacity) last". If the Catering Establishment invokes the said reservation within a reasonable period to be determined in accordance with the circumstances after acceptance by the Customer, the intended Catering Agreement is deemed not to have been concluded.

3.3 When the Catering Establishment has granted an option right to the Customer (option holder), this right cannot be revoked, except if and insofar as another potential customer makes an offer to the Catering Establishment to conclude a Catering Agreement with regard to the total or part of the in option outstanding hospitality services. The option holder must then be informed by the Catering Establishment of this offer, after which the option holder must indicate whether or not he wishes to make use of the option right. If the option holder does not indicate that he wishes to make use of the option right, the option right lapses. An option right can only be granted in writing. A written statement from the customer that the Catering Establishment will realize at least a certain amount of turnover in respect of one or more Catering Agreements.

3.4 Catering agreements for (a) guest (s) entered into by intermediaries (ship brokers, travel agencies, other catering companies, etc.), whether or not in the name of their relationship (s), are considered to be partly at the expense and risk of these intermediaries. The Catering Establishment does not owe any commission or commission, by whatever name, to intermediaries, unless expressly agreed otherwise in writing. Full or partial payment of the amount due by the guest will release the intermediary to the same extent

Article 4 General obligations of the hospitality business

4.1 The obligations referred to in this article apply to the Catering Establishment. All obligations arising from the special nature of the Catering Establishment and the nature of the Catering Services to be provided are included in the following articles.

4.2 In the event that the special arrangement as referred to in articles 5 et seq. Deviates from a general provision in article paragraphs 4.3 to 4.7, the special arrangement applies.

4.3 Without prejudice to the provisions of the following articles, the Catering Establishment is obliged by virtue of the Catering Agreement to provide the agreed Catering Services at the agreed times in the manner customary in that Catering Establishment.

- 4.4 The obligation referred to in Article 4.3 does not apply:
- a. in case of force majeure on the part of the Catering Establishment as referred to in Article 15;
 - b. if the guest does not arrive or arrives more than half an hour late;
 - c. if the customer does not pay the deposit / interim payment referred to in Article 10 on time;
 - d. if the customer, despite a request to that effect, does not provide a turnover guarantee on time;
 - e. if the customer in any other way does not fully comply with all his obligations which he has towards the hospitality business for whatever reason.
- 4.5 The Catering Establishment is not obliged to accept and / or store any good from the Guest.
- 4.6 If the Catering Establishment charges the Guest any amount for the receipt and / or safekeeping of goods, the Catering Establishment must pay attention to those goods with due diligence, without prejudice to the provisions of Article 12.
- 4.7 The Catering Establishment is never obliged to allow any pet belonging to the guest and may attach conditions to admission.

Article 5 Obligations of the hotel business

- 5.1 The Hotel Establishment is obliged to make accommodation available to the Guest during the agreed period of the usual quality within his hotel, subject to the provisions of the third paragraph.
- 5.2 The Hotel Establishment is also obliged to be able to provide the associated catering services customary in its hotel and to provide the usual facilities there.
- 5.3 The accommodation must be available to the guest from 3 pm on the day of arrival until 11 am on the day of departure.
- 5.4 The Hotel Establishment must hang up, affix or deposit the house rules in a clearly discernible place for the guest, or hand over the house rules in writing to the guest. The guest is obliged to observe the house rules.
- 5.5 The Hotel Establishment is entitled to terminate the provision of Catering Services to a Guest at any time without notice if the Guest repeatedly violates the house rules, or otherwise behaves in such a way that order and peace in the Catering Establishment and / or its normal operation can be maintained. become or is disturbed. The guest must then leave the hotel on first request. The Hotel Establishment may only exercise its present authority if the nature and seriousness of the violations committed by the Guest give sufficient cause to do so in the reasonable opinion of the Hotel Establishment.
- 5.6 Unless otherwise agreed, the Hotel Establishment is entitled to consider the reservation as lapsed if the Guest has not reported to him or herself on the first booked day at 6 p.m., without prejudice to the provisions of Article 9.
- 5.7 The Hotel Establishment is entitled to require the Guest to be satisfied with accommodation other than that which should be made available in accordance with the Catering Agreement, unless such a wish must be regarded as clearly unfair and for the Guest as manifestly too objectionable. In the latter case, the guest / customer has the right to terminate the Catering Agreement to which the aforementioned wish of the Catering Establishment relates with immediate effect, without prejudice to his obligations under other Catering Agreements. If the Catering Establishment saves itself expenses by making other accommodation available than should be made available according to the Catering Agreement, the guest and / or customer is entitled to the amount of that saving. For the rest, the Catering Establishment will never be obliged to pay any compensation.

Article 6 Obligations of the Catering Establishment with regard to room rental

6.1 The Catering Establishment is entitled to make available a different space than should be provided in accordance with the Catering Agreement, except if this must be considered clearly unfair and for the Guest as manifestly too inconvenient. In the latter case, the guest / customer has the right to terminate the Catering Agreement to which the aforementioned wish of the Catering Establishment relates with immediate effect, without prejudice to his obligations under other Catering Agreements. The guest and / or customer, if the Catering Establishment saves itself expenses by making a different room available on the basis of the foregoing than should be done according to the Catering Agreement, is entitled to the amount of that saving. For the rest, the Catering Establishment will never be obliged to pay any compensation. The Catering Establishment is furthermore obliged to be able to provide the guests with the usual catering services.

6.2 The Catering Establishment is entitled to refrain from providing Catering Services or to discontinue them at any time if the Guest does not behave in accordance with the stand and operation of his Catering Establishment. The hospitality business can, among other things, impose requirements with regard to the appearance of the guest. The guest must leave the catering establishment on first request.

6.3 The Catering Establishment is, after consultation with the local competent authority, entitled to dissolve the Catering Agreement due to well-founded fears of disruption of public order. If the Catering Establishment makes use of this authority, the Catering Establishment will not be obliged to pay any compensation.

Article 7 Cancellations

7.1 Cancellation by Customers, General

7.1.1 The customer is not authorized to cancel a Catering Agreement, unless he is at the same time irrevocable

pays the amounts determined below. Any cancellation is deemed to include an agreement on payment obligation. Such an offer is deemed to have been accepted if the Catering Establishment does not immediately reject the offer. Cancellation must be made in writing and dated. The customer cannot derive any rights from an oral cancellation. The provisions of article 9 apply without prejudice to the provisions of other articles.

7.1.2 The Catering Establishment may declare to the Customer no later than one month before the first Catering Service is due to be provided on the basis of the relevant Catering Agreement that it will regard certain individuals as a group. All the provisions for groups apply to those persons.

7.1.3 The provisions of Articles 13 and 14 also apply to cancellations.

7.1.4 In the event of a no-show, the customer will in all cases be obliged to pay the reservation value.

7.1.5 If not all agreed catering services are canceled, the following provisions will apply pro rata to the canceled catering services.

7.1.6 If one or more agreed catering services are canceled in whole or in part, the periods in the following articles will be increased by 4 months if the reservation value of the canceled catering service (s) exceeds the corresponding calculated value of the other catering services that the Catering Establishment could have provided in the timeframe in which the canceled Catering Services should have been provided.

7.1.7 Amounts that the Catering Establishment has already owed to third parties with a view to the canceled Catering Agreement at the time of the cancellation must be fully reimbursed by the Customer to the Catering Establishment at all times, provided that the Catering Establishment has not acted unreasonably by the relevant to enter into obligations. The amounts concerned are deducted from the reservation value referred to in the following provisions.

Article 8 Cancellation of hotel accommodation

The following applies to cancellation of all reservations not covered by Article 9:|

8.1 If the hotel accommodation is booked on the basis of a non-refundable rate, then the guest owes payment of the entire reservation value upon cancellation. If this payment has already been made, the guest is not entitled to a refund in case of cancellation.

8.2 If the hotel accommodation is booked on the basis of a fully flexible rate, it can be canceled free of charge up to 24 hours before the arrival date. After that, the guest owes payment of the entire reservation value in case of cancellation. If this payment has already been made, the guest is entitled to a refund up to 24 hours before the arrival date, after which this right will lapse.

8.3 Changing the reservation to a later date is considered a cancellation, to which the above conditions apply.

8.4 Cancellation of Meeting Facility and Additional Services

When a reservation is made for the use of a meeting facility, the following applies to cancellation of that reservation.

In case of Cancellation more than 6 months before the time at which the first Catering Service should be provided under the relevant Catering Agreement, the Customer is not obliged to pay any compensation to the Catering Establishment. In case of Cancellation less than 6 months but more than 3 months before the said time, the Customer is obliged to pay 10% of the Reservation Value to the Catering Establishment.

In case of Cancellation less than 3 months but more than 2 months before the said time, the Customer is obliged to pay 15% of the Reservation Value to the Catering Establishment.

In case of Cancellation less than 2 months but more than 1 month before the said time, the Customer is obliged to pay 35% of the Reservation Value to the Catering Establishment.

In case of Cancellation less than 1 month but more than 14 days before the said time, the Customer is obliged to pay 60% of the Reservation Value to the Catering Establishment.

In case of Cancellation less than 14 days but more than 7 days before the said time, the Customer is obliged to pay 85% of the Reservation Value to the Catering Establishment.

In case of Cancellation 7 days or less before the said time, the Customer is obliged to pay 100% of the Reservation Value to the Catering Establishment. If the number of people is reduced after confirming the reservation, this is considered a cancellation to which the above conditions apply.

Article 9 Cancellation by the catering company

With due observance of the following, the Catering Establishment is authorized to cancel a Catering Agreement, unless the Customer has indicated in writing within seven days after the relevant Catering Agreement that it requires the Catering Establishment to waive its cancellation authority, provided that the Customer also unambiguously notifies has given notice that it waives its own right of cancellation.

Article 10 Deposit and interim payment

10.1 The Catering Establishment may at all times require the Customer to deposit or have deposited with the Catering Establishment a deposit amounting to a maximum of the Reservation Value minus any interim payments already made. Deposits received are properly administered, serve exclusively as security for the hospitality business and explicitly do not count as turnover already realized.

10.2 The Catering Establishment may at any time require interim payment for Catering Services already provided.

10.3 The Catering Establishment may recover from the amount deposited in accordance with the foregoing provisions with regard to all that which the customer owes him for whatever reason. The surplus must be immediately repaid to the customer by the Catering Establishment.

Article 11 Turnover guarantee

If a turnover guarantee has been issued, the customer is obliged to pay at least the amount specified in the turnover guarantee to the catering company in respect of the relevant catering agreement (s).

Article 12 Liability of the Catering Establishment

12.1 The exclusion of liability in this article does not apply insofar as the Catering Establishment has received compensation from an insurance company or another third party for the risk that has arisen.

12.2 Without prejudice to the provisions of article 4.6, the hotel establishment is not liable for damage or loss of goods brought into the hotel by a guest who has taken up residence there. The customer indemnifies the hotel business against claims from guests in this regard. The provisions here do not apply insofar as the damage or loss is due to intent or gross negligence on the part of the hotel company.

12.3 Without prejudice to the provisions of Articles 12.7 and 12.8, the Catering Establishment is never liable for any damage whatsoever suffered by the Customer, the Guest and / or third parties unless the damage is the direct result of intent or gross negligence on the part of the Catering Establishment. This exclusion of liability also applies in particular to damage resulting from the consumption of foodstuffs prepared or served by the Catering Establishment and to damage caused by automation problems. If mandatory law only permits a less far-reaching limitation of liability, that less far-reaching limitation applies.

12.4 Under no circumstances is the Catering Establishment obliged to pay a higher amount for claim settlement than: 1. the reservation value or, if that is more. 2a.the amount paid out by the Catering Establishment's insurer to the Catering Establishment for the damage, or; 2b.the compensation received from another third party in respect of the damage.

12.5 The Catering Establishment is never liable for damage to or with vehicles of the Guest, except if and insofar as the damage is the direct result of intent or gross negligence on the part of the Catering Establishment.

12.6 The Catering Establishment is never liable for damage directly or indirectly to whomever or whatever arises as a direct or indirect consequence of any defect or any quality or circumstance in, in or on any movable or immovable property of which the Catering Establishment is the holder, (long) leaseholder, is the tenant or owner or is otherwise available to the Catering Establishment, except if and insofar as the damage is the direct result of intent or gross negligence on the part of the Catering Establishment.

12.7 If damage occurs to the goods deposited for the guest, for which a fee as referred to in Article 4.6 is charged, the Catering Establishment is obliged to compensate the damage to these goods as a result of damage or loss. Compensation is never due in respect of other goods present in the goods issued.

12.8 If the Catering Establishment takes receipt of goods or if goods are deposited, stored and / or left behind by anyone in any way whatsoever without the Catering Establishment stipulating any compensation, then the Catering Establishment is never liable for damage to or arising in any way whatsoever in connection with those goods unless the Catering Establishment has deliberately caused this damage, or the damage is the result of gross negligence on the part of the Catering Establishment.

12.9 The customer (not being a natural person, who does not act in the exercise of a profession or business) fully indemnifies the Catering Establishment with regard to any claim, by whatever name, which the Guest and / or any third party may assert against the Catering Establishment, if and insofar as this claim can be related in the broadest sense to any (catering) service to be provided or provided by the hospitality business pursuant to any agreement with the customer or to the accommodation in which such (catering) service was or should be provided.

12.10 The indemnification obligation referred to in Article 12.9 also applies if the Catering Agreement with the Customer and / or the Guest has been dissolved in whole or in part for whatever reason.

Article 13 Liability of the guest and / or customer

The customer and the guest and those accompanying him are jointly and severally liable for all damage that is and / or will arise for the hospitality business and / or any third party as a direct or indirect result of breach of contract (attributable shortcoming) and / or wrongful act, including violation of the house rules is understood, committed by the customer and / or the guest and / or those accompanying him, as well as for all damage caused by any animal and / or any substance and / or anything of which they are the holder or which is subject to their supervision.

Article 14 Settlement and payment

14.1 The customer owes the price determined in the Catering Agreement or, insofar as the Catering Agreement was concluded more than three months before the time at which the Catering Services to be provided under that Agreement, the prices that apply at the time that the Catering Service (and) (must) be granted, which also includes the prices as stated on lists that have been placed by the Catering Establishment in a place visible to the Guest or included in a list provided to the Customer / guest, if necessary at his request, is handed over. Changes in the VAT rate will at all times be passed on to the customer.

For special services, such as the use of a cloakroom, garage, safe, laundry, telephone, telex, TV rental, etc., an additional fee may be claimed by the catering company.

14.2 All invoices, including invoices for cancellation or no-show, are due by the customer and / or guest at the time they are presented to him. The customer must arrange for cash payment unless otherwise agreed in writing or unless otherwise agreed.

14.3 If an invoice is sent for an account for an amount lower than € 150 pursuant to the provisions of the fourth paragraph, the Catering Establishment may charge an additional € 15 for administration costs. The provisions of this article apply mutatis mutandis to that amount.

14.4 The guest and the customer are jointly and severally liable for all amounts owed by one or both of them to the Catering Establishment for whatever reason. None of them can claim any privilege of execution. Catering agreements are deemed to be concluded on behalf of each guest, unless otherwise stipulated. By appearing, the guest indicates that the customer was authorized to represent him at the conclusion of the relevant catering agreement.

14.5 As long as the guest and / or customer has not fully complied with all his obligations towards the hospitality business, the hospitality business is entitled to take possession of and keep all goods brought into the hospitality business by the guest and / or customer, until the guest and / or the Customer has fulfilled all his obligations towards the Catering Establishment to the satisfaction of the Catering Establishment. In addition to a right of retention, the Catering Establishment also has a right of pledge on the relevant goods, where appropriate.

14.6 If payment other than cash has been agreed, all invoices, for whatever amount, must be paid by the customer to the Catering Establishment within fourteen days of the invoice date. If an invoice is sent, the Catering Establishment is at all times entitled to charge a credit limitation surcharge of 2% of the invoice amount, which lapses if the customer pays the invoice within fourteen days.

14.7 If and insofar as timely payment is not made, the customer is in default without any notice of default being required.

14.8 If the customer is in default, he must reimburse the Catering Establishment for all costs related to collection, both judicial and extrajudicial. The extrajudicial collection costs are set

at a minimum of 15% of the principal amount owed with a minimum of € 100, all to be increased by the VAT owed on this.

14.9 In addition, if the customer is in default, the customer owes an amount of interest which is 2% above the legal interest. Part of a month is included in the calculation of the interest due for a whole month.

14.10 If the Catering Establishment has goods as referred to in Article 14.7 in its possession and the customer from whom the Catering Establishment has received the goods is in default for three months, the Catering Establishment is entitled to sell these goods publicly or privately and to recover the proceeds. The costs associated with the sale are also borne by the customer and the hospitality business can also recover this from the proceeds of the sale. What remains after the recovery of the catering company is paid to the customer.

14.11 Irrespective of any note or comment made by the customer with that payment, every payment will be deemed to be used as a deduction from the customer's debt to the Catering Establishment in the following order: the costs of execution; the judicial and extrajudicial collection costs; the interest; the damage; the principal.

14.12 Payment is made in Dutch current. If the Catering Establishment accepts foreign means of payment, the market rate applicable at the time of payment will apply. The Catering Establishment can thereby charge an amount by way of administration costs that corresponds to a maximum of 10% of the amount that is offered in foreign currency. The hospitality business can achieve this by adjusting the prevailing market rate by a maximum of 10%.

14.13 The Catering Establishment is never obliged to accept checks, giro payment cards and other such payment methods and may attach conditions to the acceptance of such payment methods. The same applies to other means of payment not mentioned here.

Article 15 Force majeure

15.1 Force majeure for the Catering Establishment, which means that a possible shortcoming caused by this cannot be attributed to the Catering Establishment, will be any foreseen or unforeseen, foreseeable or unforeseeable circumstance that makes the execution of the Catering Agreement by the Catering Establishment so difficult that the execution of the Catering Agreement. impossible or objectionable.

15.2 Such circumstances also include such circumstances at persons and / or services and / or institutions that the Catering Establishment wishes to make use of in the performance of the Catering Agreement, as well as everything that applies to the aforementioned as force majeure or a suspensive or resolute condition, as well as breach of the aforementioned.

15.2 If one of the parties to a Catering Agreement is unable to fulfill any obligation under that Catering Agreement, it is obliged to inform the other party of this as soon as possible.

Article 16 Found objects

16.1 Objects that are lost or left behind in the building and appurtenances of the Catering Establishment, which are found by the Guest, must be handed in to the Catering Establishment by the Guest with due speed.

16.2 Objects of which the entitled party has not reported to the Catering Establishment within two weeks after their submission, the Catering Establishment will acquire ownership.

Article 17 Applicable law and disputes

17.1 Dutch law is exclusively applicable to all our agreements.

17.2 In the event of disputes between the Catering Establishment and a Customer (not being a natural person, who does not act in the exercise of a profession or business), the competent court in the place of residence of the Catering Establishment has exclusive jurisdiction, unless another court is required under mandatory statutory provisions. is authorized and without prejudice to the right of the Catering Establishment to have the dispute settled by the court that would be competent in the absence of this clause.

17.3 If and as soon as a disputes committee has been set up under the auspices of Koninklijke Horeca Nederland and any other organizations involved, the disputes for which the disputes committee has been established will be settled in accordance with the regulations drawn up in this regard.

17.4 All claims of the customer will lapse after one year from the moment they arise.

17.5 The invalidity of one or more of the stipulations in these general terms and conditions does not affect the validity of all other stipulations. If a clause in these general terms and conditions turns out to be invalid for any reason, the parties are deemed to have agreed on a valid replacement clause that approximates the invalid clause in scope and scope as much as possible.