

General Terms and Conditions Delft Museumhotels BV

Article 1

General terms and conditions and definitions

These general terms and conditions apply to a temporary accommodation agreement between Delft Museumhotels BV and the user of an apartment, holiday apartment or room. These general terms and conditions also apply to the quote that Delft Museumhotels BV submits to the user and to all bookings made by the user.

The User: The person who uses the apartment, holiday apartment or room during a particular period and who owes the agreed price per night to Delft Museumhotels BV and/or requests a quote from Delft Museumhotels BV or makes a booking for an room/apartment offered by Delft Museumhotels BV.

Delft Museumhotels BV only accepts bookings made by persons that are at least 18 years old.

Delft Museumhotels BV: Delft Museumhotels BV is the party that makes the apartment, holiday apartment or room available to the User on the basis of the accommodation agreement.

Accommodation Agreement: the Agreement concluded between the User and Delft Museumhotels BV for the use of an apartment, holiday apartment or room for an agreed number of nights.

Apartment: The apartment, holiday apartment or room to which the Accommodation Agreement relates.

Usage Fee: Price per night multiplied by the agreed number of nights. The Usage Fee can be increased with costs and the deposit.

Deposit: The part of the Usage Fee that the User owes to Delft Museumhotels BV when making the booking.

Security Deposit: the amount that the User pays in advance to Delft Museumhotels BV for any costs, damage or loss for which the User is responsible.

Times of arrival and departure: the times agreed upon between the User and Delft Museumhotels BV.

Article 2

Conclusion of the Accommodation Agreement

The Accommodation Agreement will take effect:

- after the User has successfully completed and sent the booking on the website of Delft Museumhotels BV or a booking website and the confirmation hereof by Delft Museumhotels BV has been sent to the User or
- after the User has received a quotation submitted by Delft Museumhotels BV, has signed it for approval and returned it, has received the written confirmation by Delft Museumhotels BV or
- after the User has received a quotation at the offices of Delft Museumhotels BV, has signed it for approval and has received the written confirmation from Delft Museumhotels BV.

The User will only be granted the right of access to the Apartment/room after the Accommodation Agreement has been concluded.

If the User has made a booking and it has been electronically confirmed by Delft Museumhotels BV, Delft Museumhotels BV is unilaterally entitled to cancel this booking within 48 hours after receiving the electronic confirmation without becoming liable for compensation in this connection.

Article 3

Payment conditions

The User must pay the deposit/payment into the bank account specified by Delft Museumhotels BV within five days after the booking has been made. If the deposit/payment has not been paid into Delft Museumhotels BV's bank account within the stipulated period, the User may not lay claim to conclusion of the Accommodation Agreement.

The full Usage Fee must be paid into Delft Museumhotels BV's bank account by no later than 2 weeks before commencement of the period of use. If these conditions are not met the right to conclusion of the Accommodation Agreement will lapse subject to the provisions of Article 9.

Article 4

Costs

If any costs are due in addition to the Usage Fee, this will be stated on the website of Delft Museumhotels BV. The User will pay these costs in the same manner as the Usage Fee.

Article 5

Security deposit

Delft Museumhotels BV charges the User a security deposit. The security deposit must be paid into the bank account specified by Delft Museumhotels BV with the final payment (two weeks before arrival). The security deposit will be returned to the User by Delft Museumhotels BV immediately after the end of the agreed length of stay, or paid back into the User's bank account within one week if the deposit was paid in advance. This will be done after deducting any costs of damage caused, defects and/or loss or disproportionate consumption of energy. Any such deduction will be reasonable and at the discretion of Delft Museumhotels BV.

Article 6

Obligation of Delft Museumhotels BV

Delft Museumhotels BV will ensure that the Apartment/room is made available to the User in a good and well-maintained condition at the agreed time of arrival and in accordance with the confirmation submitted to the User.

Delft Museumhotels BV will arrange the linen and ensure it is changed in the event of a prolonged stay.

Article 7

Obligation of User

On arrival at the Apartment/room, the User must inspect the Apartment for any unsafe situations and/or defects. If, in the opinion of the User, such unsafe situations and/or defects are present, the User must notify Delft Museumhotels BV thereof

immediately. Delft Museumhotels BV will remedy these situations and/or defects as soon as possible.

Overnight stays in the Apartment/rooms are permitted up to the number of persons stated on the website of Delft Museumhotels BV and/or the confirmation submitted by Delft Museumhotels BV. Only the persons mentioned by the User by name when making the booking are entitled to spend the night in the Apartment/room.

Persons other than the User and any persons designated by the User, or friends, acquaintances or relatives may not be allowed access to the Apartment/room. The User bears responsibility for all persons mentioned. Delft Museumhotels BV operates a non-party policy.

All forms of public or other drunkenness or disruption by the User will lead to the User's immediate eviction. If the aforementioned provisions are violated, the Accommodation Agreement will be terminated with immediate effect and access to the Apartment will be denied. The User remains liable for the full Usage Fee. After the Agreement has terminated, Delft Museumhotels BV will be entitled to immediately rent the Apartment/room to another party.

The User is not allowed to open closed-off spaces. When leaving the Apartment/room, even if only for a short time, it must always be properly locked. In the event of theft or loss as a consequence of non-compliance with this provision, the User will be held liable for all resulting damage. Smoking and open fires are not allowed in the Apartment/room or anywhere in the building. If evidence of smoking is found, a fee of EUR 100 will be charged for cleaning the Apartment/room. Pets are not allowed. In the event of fire as a consequence of negligence, the User will be held liable for the resulting damage.

The User is not allowed to place bicycles in the Apartment/room.

The User is not allowed to have pets in the Apartment/room.

Article 8

Arrival at and departure from the Apartment/room

Arrival and departure take place on the arrival and departure dates stipulated in the booking confirmation. The User must arrive after 15.00 hours and depart before 12.00 hours unless agreed otherwise.

On arrival, the User must inspect the Apartment/room and inventory and check whether everything is complete and undamaged. If anything appears to be damaged or missing, the User must report this to Delft Museumhotels BV within 24 hours after arrival. Delft Museumhotels BV will do its utmost to repair, replace or supplement what is damaged or missing.

The User must communicate the expected time of departure to Delft Museumhotels BV in good time so that Delft Museumhotels BV and the User are able to inspect the Apartment/room together.

The User will ensure that the Apartment/room is in a clean and tidy state at the end of his stay. Tableware and accessories must be placed back in the cupboards. Any furniture moved must be put back in its original place. The User must notify Delft Museumhotels BV of any damage, defects or loss immediately.

Article 9

Termination or amendment of the Agreement by the User

The User may not make any changes to a confirmed booking, except after consultation with and the approval of Delft Museumhotels BV.

If the stay booked at the Apartment/room is cancelled in part or in full or the Accommodation Agreement is terminated by the User within seven days before arrival, the Usage Fee will not be refunded.

If the User moves into the Apartment/room late or terminates his stay at the Apartment/room before the end of the term, the Usage Fee will remain payable in full.

Article 10

Termination or amendment of the Agreement by Delft Museumhotels BV

Delft Museumhotels BV may terminate or amend the Agreement, or the Agreement will not be concluded, in the following cases:

- a) if the User fails to pay the Usage Fee or fails to do so in good time.
- b) in the event of force majeure, war, strike, natural disaster, extraordinary weather conditions, fire. All amounts paid by the User for nights not yet passed will be refunded to the User within 30 days after termination.
- c) on account of circumstances that are of such a nature that it is impossible to make the Apartment/room available, for example: theft of inventory, vandalism at the Apartment/room and the unauthorised admission of persons other than those specified in Article 7. If the User is to blame for this, the amounts paid for nights not yet passed will not be refunded. The same applies in all other cases referred to in Article 7.
- d) if it emerges, when the User arrives on commencement of the period of use, that the persons accompanying him and with whom he wishes to use the Apartment/room are not the same as the persons specified by the User when making the booking.
- e) The User acts in violation of her obligations provided by these Conditions and the Accommodation Agreement.

Delft Museumhotels BV is not liable for any damage suffered by the User as a result of the termination of the Agreement.

Article 11

Liability and law

Delft Museumhotels BV is not liable for:

- a) theft, loss or damage of any nature whatsoever suffered by the User during or as a result of the use of and stay in or around the Apartment/room of Delft Museumhotels BV.
- b) the breaking down or inoperability of technical equipment in the Apartment/room, temporary outages or disruptions of water management and/or energy management, road works and/or construction in the vicinity of the Apartment/room.
- c) damage or injury resulting from the use of the Apartment/room, including the inventory, or accidents in and around the Apartment/room. The User is liable for all loss and/or damage to the rented property and the inventory thereof, regardless of whether this is the result of acts or omissions on the part of the User or third parties

who, with the consent of the User, are in or around the Apartment/room. If the Apartment/room has been improperly used or left in an improper state, all associated costs will be charged to the User. Delft Museumhotels BV will do its utmost to provide the User with accurate information but is not liable for any unforeseen inaccuracies and/or omissions in the information provided.

All disputes between the User and Delft Museumhotels BV are governed by Dutch Law.

Article 12

During the Holidays and the New Year, fireworks may not be set off in front of the apartment building/hotel. Loud music and public drunkenness are not allowed either and will lead to direct eviction by Delft Museumhotels BV.

Article 13

Recordings

Our accommodations may not be used for the making of films and videos without first requesting and obtaining written permission from Delft Museumhotels BV, subject to a fine of EUR 10,000 for each violation.

Article 14

Complaints

All complaints and defects discovered relating to the use of the Apartment/room by the User must be immediately reported to Delft Museumhotels BV. The User will afford Delft Museumhotels BV sufficient opportunity and lend his cooperation to resolving the complaint as quickly as possible.

If the complaint cannot be satisfactorily resolved, the User must submit the complaint in question to Delft Museumhotels BV in writing, stating reasons.

Complaints must be submitted within 30 days after expiry of the stay at the Apartment/room.

Disclaimer

By making a booking, you will be added to our mailing list. If you no longer wish to receive information, you can inform us accordingly by filling out the contact form on the website. In the context of the Personal Data Protection Act, we will not share your personal data with third parties. We use your data to track the status of your booking and payment. We also use this data to send you the necessary details regarding your stay and to keep you informed of our services.

Our website includes links to websites of third parties. Delft Museumhotels BV is neither responsible nor liable for the contents thereof.