

# General Conditions

## Algemene Voorwaarden

**PLEASE READ OUR BOOKING POLICY CAREFULLY. BY BOOKING AND REGISTERING ON OUR WEBSITE YOU ACKNOWLEDGE YOUR AGREEMENT WITH HAVAA APARTMENTS**

### 1. Definitions

In these Terms and Conditions, the following expressions shall have the following meanings:

The **Leased Property** shall mean the apartment booked by the Booker, details of which are presented on the Site or directly and identified in the Confirmation.

**Booking** shall mean the booking requested by the Booker and confirmed by the Company in the Confirmation.

**Booking Information** shall mean the information required to be given by the Booker in making the Booking including, without limitation, the Guest's full name, valid permanent residential address, valid credit card details, mobile number and email address and full names and ages of any other members of the party staying the leased property.

**Booking Process** shall mean the booking process undertaken by the Company including the receipt by the Company of all of the Booking Information and the satisfactory completion of the Identification and Security Checks.

**Breach** shall mean any breach by the Guest of these Terms and Conditions.

**Card** shall mean the credit card details, of which have been supplied to the Company by the Guest for the purpose of the Booking.

**Confirmation** shall mean the confirmation of the Booking issued by the Company following completion of the Booking Process.

**Company** shall mean Havaa Apartements B.V. whose registered office is at the Dutch Chamber of Commerce under number **30228893**

**Contents** shall mean the contents of the leased property including without limitation the furniture, furnishings, fittings, decorations, appliances and equipment.

**Extras** shall mean the cost of any additional items or services purchased or ordered by the Guest or Third Party Booker during the Stay or upon Booking.

**Final Cost of Stay** shall mean the final total cost of the Stay including the Total Booking Cost together with any Liability.

**Guest** shall mean the person(s) authorized to stay in the leased property during the Stay, being the Principal Guest together with any other Permitted Guests.

**Identification and Security Checks** shall mean such checks as the Company shall from time to time deem necessary in order to validate the Booking Information.

**Lessor** shall mean the rightful owner of the leased property.

**Liability** shall mean the total amount for which the Guest is liable in respect of any Breach as set in these Terms and Conditions.

**Liability Deposit** shall mean a cash deposit to the Company at check in to the leased property to cover any unpaid expenses or damages resulting from the Stay. The Liability Deposit may vary from apartment to apartment, but has been set at the standard amount of €100 per Booking and will be refunded in cash provided there is no liability. Refund of liability deposits might be transferred per bank when preferred. Any payment costs are for account of the guest.

**Permitted Guests** shall mean such number of guests due to stay in the leased property as shall have been notified to the Company by the Principal Guest as part of the Booking Information and subject to the maximum number of persons permitted to stay in the leased property as set out in the Terms and Conditions.

**Principal Guest** shall mean the person making the Booking, or being the person identified by the Third Party Booker as Principal Guest, details of whom have been provided in the Booking Information.

**Site** shall mean the website <http://www.havaa-apartments.com/>

**Stay** shall mean the Guest's stay in the leased property comprising the number of nights booked by or for the Guest

**Total Booking Cost** shall mean the total amount payable for the leased property for the Stay including Extras, 5% city tax and VAT.

**Third Party Booker** the person responsible for making the booking via online or offline channels on behalf of the principal guest. Third party booker hereby declares to have received full written authorization of the principal guest, to share and use it's booking information with the Company. On request Third Party Booker might be asked to supply Company with any proof of Principal Guest's authorization.

## 2. General Conditions

The following conditions apply to all property rentals agreed upon between Havaa Apartments B.V. (Company) and all property renters (Guests).

2. The leased property, designated use:

2.1 The leased property is designated exclusively to serve as housing, leased for a short duration.

2.2 The Guest will be responsible for all payments and for any damage whether caused by the Guest or his or her party. References to 'party' in these Terms and Conditions will include the Guest's family, servants, agents or guests. The Guest agrees to make his or her party aware of these terms and conditions.

2.3. The Guest(s) certify that he/she (they) is (are) expressly aware that the lease is a temporary lease of the leased property. The Guest(s) is (are) aware of the fact that he/she (they) must vacate the leased property at the end of the current lease agreement, and is (are) not entitled to any right to security of tenure.

2.4 In the event the Municipality or an institution competent in the matter were to prohibit the use of the leased property pursuant to the designated use described under Article 1.1, and/or prevent or limit this, the Guest(s) shall agree to this. In this regard, the Guests(s) is (are) obligated to vacate the leased property and transfer it to the Lessor or to the Company within a reasonable period of time, or at least within the period required by the Municipality. In this case, the Guest(s) is (are) not entitled to compensation for damages, regardless of their title or designation.

## 3. Duration, renewal and termination

3.1 The stay shall terminate by operation of law on the expiry of the period mentioned on the invoice, without prior notice of termination being required.

3.2. On the expiry of the specific period set out in the invoice, the Guest(s) must leave and vacate the leased property, removing all of his/her (their) personal belongings, transferring the property to there Lessor and/or the Company on submission of the keys, on the understanding that any fixtures and fittings found in the leased property belonging to the lessor and/or the Company must remain there, in good condition, specifically, complete, clean and properly maintained. The Guest undertakes to return all sets of keys of the Property upon departure. The Guest undertakes not to make any copies and/or

to deliver to third parties the keys of the Property and/or to disclose to third parties any access code of the Property. The loss of the keys implies the refund of the cost of a new lock and of 5 new sets of keys.

3.3. Should the Guest(s) fail to transfer the leased property empty and vacated on the expiry of the specific period as set out in the invoice, he/she (they) will forfeit a penalty of: € 450 per day, notwithstanding the Company's right to performance, dissolution and compensation for damages.

3.4 Upon termination within the specific period set out in the invoice, the Guest(s) shall not be entitled to any restitution, in whole or in part.

3.5 Guest(s) agree(s) with the Company check-in and check-out times. Check-in hours are from **Monday to Sunday between 15.00 PM and 18.00 PM and check-out is every day (including weekends) before 11.00 AM, unless otherwise agreed upon with the Company.**

3.6 Guest(s) is/are aware of, and agree(s) with possible payment of a fee for check-ins outside the hours stated under 3.5.

3.7 Guest(s) is/are aware of, and agree(s) with own responsibility regarding contacting the Company when checking in outside of hours aforementioned under 3.5. Therefore the Company cannot be held responsible for "lock-out" situations arising from this.

3.7 The duration of the Contract will be indicated in the Booking Confirmation. For contracts with a duration up to 31 days the duration is considered fixed, with no possibility for early termination.

#### **4. Payment**

4.1 For a Booking up to 31 nights, Company requires a down payment of 100% of the Total Booking Costs upon arrival. Down payments are non-refundable when cancelling after 7 days before arrival.

4.2 For a Booking of 32 nights or more, Company requires a down payment of the Booking Costs for the first 31 nights upon booking. Down payments are non-refundable when cancelling after 7 days before arrival. Any remaining Booking Costs are to be paid up front after check in but before the down payment has been balanced. Subsequent payments are required with a minimum of 31 nights or up to the booked number of nights following the Confirmation.

4.3 For a Booking of 7 nights or more, the Company charges € 75,00 for final cleaning costs.

4.4 In the event the down payment of the Total Booking Cost has not been received into our account within 48 hours after due date, Company reserves the right to cancel the Booking. Any paid down payments remain non-refundable.

4.5 Credit cards provided to guarantee the Booking, will not be charged upon Booking for the Total Booking Costs unless otherwise stated by the Principal Guest or Third Party Booker during the Booking process or when Company offered special rates with other conditions.

4.6. The Guest or Third Party Booker shall be permitted to change the date of the Booking no later than 7 days before arrival, subject to availability and price changes. For example, if your stay is on a Monday night then you can change your booking anytime up until the Monday in the week prior to arrival. Additional charges as a result from a changed booking can be invoiced or paid upon check in.

4.7 Following check-out by the Guest, the Company shall ensure that the Final Cost of Stay is available in invoice format. In the event that any Liability is due to be paid, the Principal Guest authorizes the Company to take such amount directly from the Liability Deposit. In the event that the Company is unable to take payment for any Liability the Principal Guest shall make payment of the Liability forthwith. Failure to make any such payment fully within seven days of dispatch of the statement shall render the Principal Guest liable to interest on any outstanding amounts at the rate of four per cent over Bank of The Netherlands base rate.

4.8 Payment by bank transfer must be made in Euros and any costs resulting from this process are for account of the principal Guest or Third Party Booker. Failure to make the bank transfer in 48 hours may result in booking cancellation. With payments made by bank transfer, the Company needs to receive within 48 hours after the Reservation a scanned copy of the transfer payment's receipt by email to [info@havaa-apartments.com](mailto:info@havaa-apartments.com), specifying booking number, the reference of the apartment and Customer's name.

4.9 Credit card payments are subject to a handling and commission fee charged by the card company and are set to **3%**. These charges are for account of the Principal Guest or Third Party Booker.

## **5. Booking Confirmation**

5.1 The Booking will become valid and effective only upon completion by the Company of the Booking Process and dispatch by the Company to the Principal Guest or Third party Booker of the Confirmation. Automatic generated confirmations for bookings made online via the website of Company or third party websites remain provisional until Company *completes the confirmation in writing or per e-mail*.

5.2 In the event that the Company is unable to complete the Booking Process it shall notify the Principal Guest or Third party Booker and provide an opportunity to provide any Booking Information which may be missing or which cannot be validated. In the event that the Company is still unable to complete the Booking Process the Company shall notify the Principal Guest or Third Party Booker that the Booking has not been confirmed and will be released.

5.3 In the event that, following the Confirmation, the leased property is not available for any reason in respect of all or part of the Stay, the Company shall notify the Principal Guest or Third Party Booker as soon as reasonably practicable. In such circumstances the Company shall use all reasonable endeavors to offer the Guest a suitable alternative leased property. In the event that the Company is unable to offer the Guest a suitable alternative leased property, it shall refund the Total Cost of Stay to the Principal Guest. Under no circumstances shall the Company be obliged to pay to the Principal Guest any further sum(s) by way of compensation or damages arising from such cancellation. Company will pay for 1 (one) night to ensure Guest can arrange alternative accommodation.

## **6. Check-In / Check-Out**

6.1 The leased property shall be available exclusively to the Guest from 15:00 PM on the first day of the Stay until 11.00 A.M. on the final day of the Stay.

6.2 The Guest may be able to enter or leave luggage in the leased property before 'check-in' time or after 'check-out' time only by prior agreement with and at the discretion of the Company. Leaving luggage in the leased property before or after 'check-in' and/or 'check-out' time is purely at the risk of the Guest.

**6.3 The exact check-in/ out time must be communicated to the Company at least 48 hours before arrival/ departure day by the Principal Guest or Third Party Booker. Accompanied check-in/check-out is possible from Monday till Sunday from 3PM till 6PM.** For unaccompanied check-in/check-out outside these times, special arrangements can be made at an additional charge and is only allowed by prior agreement and at the discretion of the Company. Due to specific opening hours of the office, Company does not take any responsibility for check-in/check-out outside the opening hours. Costs, Liability and any inconveniences are for account and responsibility of the Principal Guest. Specific check in/check-out procedures will be communicated in a welcome letter (e-mail) to be sent after payment.

6.4 The keys to the leased property will be either collected by the Principal Guest or provided by the Company upon check in. At check out the Guest shall hand over the key and any other possessions of the Company. Failure to do so shall incur, by way of Liability, a charge of €50 (spoken: *fifty* euros) per key to help cover the cost of replacement keys and/or key fobs.

## **7. Terms of Stay**

7.1 The leased property shall only be occupied by the Guest, which shall include the Permitted Guests. No one other than the Principal Guest shall be permitted to make the Booking on behalf of a Guest without the express consent of the Company.

7.2 The Principal Guest will be aged 23 or over.

7.3 The Principal Guest shall at all times be responsible for the acts and/or omissions of the Guests and shall be liable to the Company in full for the responsibilities, obligations and liabilities of the Guest as set out in these Terms and Conditions.

7.4 The Guest shall not authorize or permit any other person(s) to enter or stay in the leased property without the prior approval of the Company. The number of persons permitted to occupy the leased

property is limited to the number of beds available and this limit may not be exceeded without the Company's prior written approval. The Company reserves the right to refuse admittance to the leased property if this condition is not complied with.

7.5 The maximum number of persons permitted to stay in the leased property shall be as indicated in the apartment description. If this is not indicated shall be as follows:

7.5.1 In the case of a studio or one-bedroom leased property; three

7.5.2 In the case of a two-bedroom leased property; four

7.5.3 In the case of a three-bedroom leased property; six

7.6 Unless otherwise specified in the written text of the apartment description, Guests shall not smoke in the leased properties. In the event that the Guest does smoke in the leased property the Company shall be entitled to charge the Principal Guest the sum of €150.00 (*One hundred and fifty Euros*) by way of Liability to cover the additional costs of cleaning, freshening and airing the leased property over a 24 hour period.

7.7 The Guest shall not allow any pets or other animals to enter or stay in the leased property unless agreed by the Company.

7.8 The Guest shall at all times treat the leased property and the Contents with care and respect and keep the leased property at all times reasonably clean and tidy. In the event that the Guest causes any damage to the leased property, or any damage to or loss of any of the Contents, the Principal Guest shall be responsible in full by way of Liability for such cost of any repair(s) or replacements, as the Company shall reasonably determine.

The Company will have to be notified as soon as practically possible of any damage to the premises. This will facilitate the replacement of articles, furniture, effects or fittings that may be damaged or lost during the period of tenancy.

7.9 The Guest undertakes to leave the Property clean, with particular regard to the kitchen corner, and to empty all garbage into outside cans. In case of non-compliance with this obligation the Company will be entitled to deduct the cost for the extra cleaning service from the Security Deposit.

7.10 The Guest shall not undertake any filming or photography in the leased property for their personal or their business' financial gain without the prior agreement of the Company. In the event of a breach of this clause the Principal Guest agrees to the immediate and minimum payment of €600 (six hundred Euros) and to vacate the leased property immediately. The Company may also reasonably determine that further payments are due. Under no circumstances will a refund be given for the Booking fee.

7.11 Under no circumstances may any pornographic, underwear, swimwear or 'glamour' filming or photography take place in the leased property. A fixed penalty fee of €1,000 (one thousand Euros) will be immediately payable and all film or photographs will have to be destroyed by the Guest, withdrawn from any publications or websites immediately and the Principal Guest must vacate the leased property immediately. The Company may also reasonably determine that further payments are due. Under no circumstances will a refund be given for the Booking fee.

7.12 The Guest shall have respect for other residents in the vicinity of the leased property and shall not cause or allow to occur any unreasonable noise or other nuisance. In the event that the Guest does cause, or allow to cause, unreasonable noise or other nuisance in the leased property the Company shall be entitled to charge the sum of €200.00 (two hundred Euros) by way of Liability to cover the additional costs of dealing with the disturbance.

7.13 The Guest shall vacate the leased property at the end of the Stay and other than the rights set out in these Terms and Conditions shall not acquire any other rights in or in relation to the leased property.

7.14 Neither the Lessor nor the Company shall be liable to the Guest for any loss or damage, direct or indirect, to its property, or person, however caused arising from the Stay (other than any personal injury caused to the Guest arising directly from the negligence of the Company).

The company is not liable for the obligations deriving from the organization of the travel and/or of the Property lease, but is exclusively liable for the obligations deriving from its role of intermediary and in

any case within the limits provided for such liability by the regulations in force. At any rate, the Company is not responsible if the default reported by the Guest depends on causes related to the Guest, or to a third party not related to the supply of the services provided by the contract, or if it is due to a fortuitous event or an event of force majeure. The Company will not be liable towards the Guest for any interruptions of electricity and/or gas and/or water supplies and/or loss of internet connection not caused by the Company.

7.15 It is understood that, within the limits allowed by the law, the amount of possible damages indemnifiable by the Company to the Customer in relation to the Contract will be limited to the amount actually paid by the Customer to the Company under the Contract.

7.16 The Company will take a copy of the Guest's credit card and/or a recognised form of Identity such as a driver's license or passport and retain both on its secure Bookings database to guard against identity theft and credit card fraud.

7.17 At any times during the Stay the Company may either itself or permit others to enter the leased property in order to carry out necessary repairs or in order to reasonably assess or prevent any breaches of these Terms and Conditions by the Guest. The Company will at all times attempt to give prior warning before entering the leased property.

7.18 Social gatherings, parties, excessive noise or antisocial behaviour within the Property, and disturbance or disruption of neighbours and neighbouring properties is strictly prohibited and can result in immediate eviction.

7.19 Unless otherwise stated in writing, the price will include all charges for water, gas, electricity, or oil, and internet connection. Guests must comply with reasonable usage and may be charged if excessive energy is consumed during their stay (i.e. Excessive heating whilst leaving doors and windows open).

7.20 The Guest explicitly declares that each occupant of the Property complies with all legal requirements and regulations regarding residing in the territory of the state of the Netherlands, as specified by the law, either by being an Dutch citizen or – in the case of foreign citizens – by having all the necessary visas and permits required for entering and residing in the country. The Guest hereby assumes full responsibility for possessing and providing all required documents.

7.21 On arrival the Guest will find the Property clean and tidy. The Guest is requested to wash and put away all dishes, empty refrigerator and dishwasher, and take out the garbage upon departure. If the Guest does not a cleaning penalty will be deducted from the deposit. In the case that an accommodation is not clean at the time of the arrival, the Guest has 2 hours to inform the Company. The Company will send the cleaning staff as soon as possible.

7.22 Guest(s) are under no circumstances allowed to register at the city government on the address of the rented leased property.

## **8. Change of Booking**

8.1 There will be a fee of €45.00 (spoken: *forty five* euros) for any transferred booking. A transferred booking is from one Accommodation to another, a change in the Guest, or from one date to another. If the transfer requested also involves reducing the length of the stay, it will be regarded as a cancellation.

## **9. Cancellation**

**9.1 Confirmed bookings can be cancelled free of charge up to 14 days prior to arrival**

9.2 Company advises Guest(s) to take care of any necessary travel insurance(s).

9.3 Company will not be liable for any delay, loss, damage or expenses incurred if the booking needs to be altered or cancelled or the Company is unable to perform its contractual obligations as a result of events beyond its reasonable control, which shall include but not be limited to events such as; war, civil strife, terrorist activity, labour disputes, natural or man-made disasters, fire, flood, and adverse weather conditions. The Company shall not refund bookings due to flight cancellations because of volcano eruptions.

9.4 The Company reserves the right to refuse any booking.

9.5 The Company reserves the right to cancel or alter arrangements made for the Guest whether before or during the relevant visit (a) in any circumstance which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Company or (b) where in the reasonable opinion of the Company deems it is necessary to perform or complete essential remedial or refurbishment works.

9.6 If a booking has to be cancelled by the Company, it will take reasonable steps to offer an alternative booking. If the Company is not able to offer such an alternative or the Guest does not accept the alternative offered or the altered arrangements (as the case may be), the Company will return to the Guest the relevant proportion of the money paid by the Guest in respect of the Leased Property and will not otherwise be liable for any loss caused by cancellation or alteration if it arises out of circumstances beyond its control.

9.7 If the Guest does not show up on the arrival date or he does not communicate any delay to the Company, the Company is not responsible for key delivery outside the office opening times and for compensation of any extra cost incurred by the Guest for an alternative accommodation. The apartment will be considered to have been occupied from the original date of arrival and the Guest will not be entitled to any extension on the original booking.

The Company will hold the reservation for 24 hours after the agreed arrival date and time. After this time if the Guest does not show and does not give any communication to the Company the Reservation will be deemed cancelled and the Guest will not be entitled to any refund.

9.8 Where 9.5 (b) applies the Company shall offer the Guest a leased property in the same or a higher price range (at no additional cost) or in a lower price range (where the difference will be reimbursed).

## **10. Early Departure**

10.1 Company will not refund any paid Booking Costs in case of early departure. Unpaid balances or remaining Booking Costs will be balanced by way of the Liability. In the event the Liability Deposit is insufficient to cover the balance of the Booking Costs, direct payment of the principal Guest or Third Part Booker is required to cover unpaid expenses.

## **11. Security deposit**

11.1 The Lessee(s) shall provide the Company a security deposit in the form of a bank transfer, VISA or MasterCard credit card, to guarantee the proper fulfillment of his/her (their) obligations and/or the compensation for damages to the leased property.

11.2 The security deposit will not be subject to the payment of interest.

11.3 The Lessee(s) shall not be entitled to claim the settlement of any portion of the security deposit.

11.4 In the event the security deposit is called upon, the Lessee(s) shall, at the Company's first request, execute payment of the full amount due, supplementary to the security deposit.

11.5 The amount of the Security Deposit depends on the type of apartment:

Studio's: € 100

Apartments : €200

## **12. Alternative Housing**

12.1 On the expiry of the agreement, the Lessee(s) shall not be entitled to a claim with respect to Lessor and/or the Company regarding alternative housing, compensation for moving and furnishing costs or any other compensation or indemnity.

## **13. Express resolatory condition**

13.1. The Company will have the right to terminate the Contract with immediate effect by written notice (including an e-mail) to be sent to the Guest in the following cases:

a) In case of non-payment by the Guest of any amount due as provided in the Booking Confirmation, including the Security Deposit; or

b) In case of behaviour contrary to the Terms of Stay of the Property (see art. 7).

13.2. In the event of the previous letter (including an e-mail) a), the Company will be entitled to deduct, by way of penalty, the Security Deposit and/or the part of the Total Booking Fee previously paid by the Guest.

#### **14. Amendments to Terms and Conditions**

14.1 Havaa Apartments Terms and Conditions may be subject to change at any time and without notice. Prior to your check-in, please consult this page for the most up-to-date amendments.

#### **15. Site Terms**

15.1 The Site is subject to the site terms and can be found in the footer.

#### **16. Governing Law**

16.1 Any and all disputes arising in connection with these Terms & Conditions or from other agreements related to it shall be adjudicated solely by the court with jurisdiction in the Netherlands, and shall be subject to the laws of the Netherlands.

**Chamber of Commerce:** *Utrecht: 30228893*

**VAT number:** NL818310042B01