



# Hotel Jansen

## Terms & Conditions 2019/2020

### **Article 1. Tenancy agreement stipulations: definitions**

The following meanings are deemed to apply in this document:

I. **Hotel Jansen**

All branches of the private company Hotel Jansen, as well as its affiliated companies and businesses, regardless of their names;

II. **Hotel agreement**

This Terms & Conditions document serves as the Hotel Agreement between the Guest and/ or the Guarantor and Hotel Jansen. The booking details provided with the confirmation email specify the details for the performance of services for the hotel agreement and are part of the Hotel Agreement.

III. **Contracting Party**

The natural person or legal entity that has concluded a contract for the performance of services as referred to below. The Contracting Party shall also be understood to mean the party furnishing security, whether or not in the Guest's name, and has concluded a contract for the performance of services as referred to below;

IV. **Guest**

The party or parties to whom we render the Services described below pursuant to a contract concluded with the Contracting Party. References in these terms and conditions to the "Guest" will also be interpreted to refer to the party or parties who accompany the Guest;

V. **Guarantor**

The guarantor is the party who guarantees the payments of the hotel accommodation fee and/or any outstanding charges under the contract signed Hotel Agreement. A guarantor can also be a parent or guardian. Guarantor Information must be provided and must be correct at the time of booking;



**VI. Room**

The space specified in the Hotel Agreement, i.e. the Room: an upholstered, furnished room with en suite bathroom and associated facilities;

**VII. Services**

Our provision of hotel accommodations and rendering of hotel services, in the broadest sense of the terms, including offering reception services, cleaning services, and communal areas. Additional Services are Services we perform that are not agreed in the original Hotel Agreement;

**VIII. Reservation**

The conditional contract that a Guest enters into with us in digital form that establishes the period for which, and the terms and conditions under which, our services will be contracted;

**IX. Service charges**

The fixed personal contribution towards the running costs, which include costs relating to the use of gas, electricity, water, heating, lighting, general services, Wi-Fi, city taxes, administration and upholstering and furnishing of the Room;

**Article 2. Bookings and Reservations**

4. Hotel Jansen has a Maximum Length of Stay Policy of 6 months per calendar year. This means that if one or several bookings are made for a total of 6 months, then no rebooking is allowed for the rest of the year. For the next year a new booking is allowed to be made.
5. The reservation and booking of a room is done through the booking engine on the Hotel Jansen website and includes the digital form that establishes the period of the stay and the terms and conditions under which the services will be contracted between the Guest and Hotel Jansen.



6. An optional booking can be made via the website of hotel. The option expires automatically after 48 hours when no deposit payment has been received by Hotel Jansen in the meantime.
7. A reservation becomes final after our confirmation e-mail and payment of the invoice done by the Contracting Party. Once the reservation is made, the Contracting Party agrees with the Terms & Conditions and the House Rules of Hotel Jansen.

### **Article 3. Rental, deposit and service charges**

1. The Rental amount is the price payable for the use of the Room, depending on the published rates and length of stay. Rental for Short Stay rooms is payable monthly in advance and includes the Service Charges as referred to below.
2. As part of the rate of the Short Stay rooms, the Contracting Party pays a fixed personal contribution ('Service Charges') towards the running costs, which include costs relating to the use of gas, electricity, water, heating, lighting, general services, cleaning, Wi-Fi, administration and upholstering and furnishing of the Room.
3. Tourist Tax (6%) is not included in the Short Stay rental price.
4. When entering into this agreement, the Contracting Party pays a deposit of € 700,00 (Short Stay only). This deposit will be repaid to the Contracting Party in full when he/she surrenders the room, bathroom and all the effects that he/she has received for use from Hotel Jansen, clean and without damage at the end of the tenancy.

The amount to be refunded will be reduced by any repair, replacement or cleaning costs that have been incurred by the Guest and, where applicable, other unpaid receivables due. The refund of the deposit, less any costs incurred by Hotel Jansen will take place within two weeks after check-out.

### **Article 4. Payment method & period**



2. The Contracting Party owes us the amount(s) stated in the digital invoice(s) following the online Short Stay booking. This includes rent, service charges, deposit, and possible extra's. For additional services outside of the initial booking we will charge and invoice the corresponding fee separately.
3. Payments shall be made using the digital invoice(s) in accordance with the payment term(s) stated on the invoice and in a manner as indicated on the website. For the recurring payments, payment for the next month shall be done before the 20th of the preceding month.
4. A Short Stay reservation becomes final after payment by the Contracting Party of at least the first payment term, administration costs and the deposit as stated on the invoice. Regardless of how long in advance a booking is made, the first payment term, administration costs and the deposit need to be made in order for the reservation to become final and confirmed.
5. If payment for the next month is not received by the 20th of the preceding month, we will notify the Contracting Party/Guest by sending an e-mail stating that Contracting Party must fulfil the payment within 5 days, with a additional amount of € 50 for collection costs. If payment is not received within 5 days from this first notice, we will give the Contracting Party a call and and send an email requesting payment to be made within 48 hours. If then payment is still not received or not received in full, access to the room will be blocked automatically and we will cancel the Hotel Contract. In such case, the payment obligation for the agreed term will continue unabridged and will be subtracted from the deposit. Hotel Jansen reserves the right to make the room available for another guest.
6. In the case of a continued failure to pay, the Contracting Party and/or the Guest shall be in default by operation of law. In that case, the Contracting Party and/or the Guest will be liable to pay late-payment interest without any notice of default being required. This late-payment interest rate will be 1.5% per month or part of a month.
7. Failing to pay on time will also subject the Contracting Party and/or Guest to all related extrajudicial and pre-litigation costs, as well as all court costs. The extrajudicial and pre-litigation costs will be fixed at 15% of the principal sum owing, with a minimum of € 250, plus any VAT owed on that amount.

## **Article 5. Payment conditions**



1. The Contracting Party and the Guest shall be jointly and severally liable for all claims that we have and/or come to have against one or both of them. Every payment made by the Guest will release the Contracting Party from a corresponding amount of its debt.
2. The Contracting Party shall be considered to have concluded the Hotel Agreement or any other agreement also on the Guest's behalf. The appearance of the Guest alone acknowledges the Contracting Party's authority to represent the Guest.
3. Hotel Jansen does not cover any commission costs incurred via online payments for short stay or hotel stay guests. Credit Card payments handled at reception will also incur commission costs.
4. Hotel Jansen has the right to retain and, if appropriate, to pledge any goods which the Guest and/or Contracting Party keeps in the hotel as long as the Guest and/or Contracting Party has not fulfilled all of its obligations to us.
5. Payment must be made in euro. If we accept payment in a foreign currency, the currency exchange rate in effect on that date will be applied. If we accept payment in a foreign currency, we will be entitled to charge administrative costs of no more than 10% of the amount in foreign currency.
6. We have the right to refuse payment by cheque, cash, giro acceptance form or other means of payment, or to attach conditions to their acceptance.

## **Article 6. Cancellation Short Stay Rooms**

1. The Hotel Agreement might be cancelled by the Guest and/ or the Contracting Party during its term in accordance with the Cancellation Policy as set out as follows:



If the Guest has found a replacement guest for the remaining period of the contract and the incoming Guest has signed a Hotel Agreement to confirm this, the only costs for cancellation are a cancellation fee of €250. The deposit of the Guest will be refunded as soon as we have received full payment of the deposit of the replacement Guest and room check has been completed and signed off. Any missing items or damage will be deducted from the deposit.

The proposed cancellation and notice of replacement must be provided by email. The Contracting Party and the Guest shall derive no rights from the proposal.

2. In case no replacement guest has been found or only for part of the remaining contract period, the cancellation costs will be 100% of the contracted and unpaid accommodation fee for the calendar month following the receipt of the cancellation email and 70% of the contracted and unpaid accommodation fee for (the part of) the remaining period plus € 250,- cancellation fee.
3. We reserve the right to cancel immediately any booking found to contravene our Maximum Length of Stay policy. Any undue rent will be repaid, however the deposit will be withheld. This applies to any booking which is for a longer period of time than 6 months per calendar year.
4. We reserve the right to cancel the Hotel Agreement if the Guest staying in the room does not actually qualify according to the definition stated in Article 2.2 and/or proof of qualification can not be handed over. In such case, the payment obligation for the agreed term will continue unabridged.

## **Article 7. Cancellation Hotel Stay Rooms**

1. If a reservation for only hotel accommodation is made, either with or without breakfast, for a one or more Individuals then the following applies to the Cancellation of this reservation.
  - A. In case of Cancellation more than 1 month before the Commencement Date, the Contracting Party is not obliged to pay any money to the Hotel.
  - B. In case of Cancellation less than one month and more than 14 days before the Commencement Date, the Contracting Party is obliged to pay 15% of the Reservation Value to the Hotel.
  - C. In case of Cancellation less than 14 days and more than 7 days before the Commencement Date, the Contracting Party is obliged to pay 35% of the Reservation Value to the Hotel.
  - D. In case of Cancellation less than 7 days and more than 2 days before the



Commencement Date, the Contracting Party is obliged to pay 60% of the Reservation Value to the Hotel.

E. In case of Cancellation less than 48 hours before the Commencement Date, the Contracting Party is obliged to pay 100% of the Reservation Value to the Hotel.

### **Article 8. Our Obligations**

1. We will make the agreed accommodation available to the Guest for the agreed period and perform the agreed Services in accordance with the statements on our website.
2. The provision described above in Article 8.1 shall not apply:
  - a) in the event of force majeure as described below in Article 15;
  - b) if the Contracting Party fails to pay the agreed deposit or interim payment,
  - c) if the Contracting Party fails to meet in full the obligations the Contracting Party has to us, regardless of how those obligations arose.
3. Unless agreed otherwise by e-mail, we will make the hotel accommodation available to the Guest at 3 p.m. on the check-in date until 10 a.m. on the check-out date.
4. We shall be entitled to offer the Guest other hotel accommodations of at least comparable quality to the accommodations to be offered pursuant to the Hotel Agreement. If the Guest objects to this, the Guest or the Contracting Party will be entitled to terminate the Hotel Agreement with immediate effect. We shall in no account be liable for any other form of damages.

### **Article 9. Obligations while staying in the Hotel (SHORT STAY)**

1. The Guest will maintain the one-person character of his/her Room by not admitting any guests to his/her Room, except on an occasional basis and provided it is made known in advance to Hotel Jansen staff. Double occupancy of a Room is not permitted. The Contracting Party / Guest is not permitted to give others use of his/her Room, except with express written consent of Hotel Jansen. The Guest is



responsible and liable for all conduct of those that he/she admits to his/her Room or public and communal areas of Hotel Jansen.

2. Any person residing at Hotel Jansen may be obliged to transfer over to another room of the same room type or greater for operational reasons.
3. Staff of Hotel Jansen have the right to enter the room of a Guest for either Maintenance, presumption of breaching the House Rules, Security reasons and hygiene matters. This may be done without prior notice but notice will always be given where and when possible.
4. The Guest is responsible for keeping his/her room clean. The Guest can book a cleaning service or do it him/herself. If it becomes obvious that the Guests does not meet the normal hygiene level required and does not change cleaning habits despite warnings from staff, cleaning service can be made compulsory.
5. When the Guest is moving out, the room has to be in a clean and proper state. An inspection will occur on the final day of the Hotel Agreement, approximately. If any defects are found during the inspection Contracting Party / Guest will have to pay for the repairs. If the defects are so serious that the room cannot immediately be rented to another guest Contracting Party / Guest will be charged rent for the amount of days it takes to complete the repairs.

## **Article 10. Liability**

1. We are exclusively liable for paying compensation for the direct harm or loss resulting from our culpable failure to perform the Hotel Agreement and/or Additional Service. We expressly accept no liability to the Contracting Party/Guest if our failure to perform the agreement results from a circumstance that can not be attributed to us, including but not limited to labour strikes, fires, business disruptions or governmental actions or actions undertaken by third parties we depend on. We also accept no liability for any harm or loss caused by persons or property that the Guest has brought into the hotel.
2. A Hotel Jansen's liability will never exceed the value of the Hotel Agreement or payment for the harm or loss covered by the insurance company or the amount in compensation for the harm or loss another third party pays to us. Hotel Jansen will produce a statement of the current insurances in effect upon the Contracting Party/Guest's request.



3. If harm or loss occurs as a result of the culpable failure to perform on the part of a third party whose services we have engaged, such as a security or cleaning company, then the Guest or Contracting Party compensation will be limited to the compensation we receive from the relevant third party. We take measures to ensure the security of the hotel accommodation. Should an incident (such as theft or vandalism) occur despite this and it is directly attributable to the failure of the security service, the Guest or Contracting Party will receive the payment that we have demanded from the security service on duty at the time of the incident.
4. If property is stolen or damaged, the Guest must prove that the loss or damage to the property occurred in the hotel accommodation as a result of the acts or omissions on the part of the third party whose services we have engaged.
5. Except as set out above, we accept no liability for any harm or loss caused in respect of any persons and/or their property, including death, personal injury, property damage or theft.
6. We are not liable to the Guest for any harm or loss that occurs as a result of or in connection with the performance of any agreement between Hotel Jansen and the Contracting Party/Guest if the Contracting Party/Guest is insured, or could have been insured, against the relevant harm or loss.
7. We shall never accept any liability for any goods placed in our custody or left with us in any way, regardless of how that arrangement was arrived at or who placed the goods in our custody or left the goods with us.
8. We will not accept liability of lost luggage, personal items or delivered packages unless the guest can prove that these items were lost or stolen due to the Hotel or its staff's serious negligence.

## **Article 11. Liability of the Guest and/or Contracting Party**

1. The Contracting Party/the Guest or those accompanying that Contracting Party and/or Guest are jointly and severally liable for all harm or loss that has been and/or will be inflicted upon Hotel Jansen and/or any third party as the direct or indirect consequence of misconduct and/or a wrongful act instigated by this Contracting Party/Guest and those accompanying that Contracting Party and/or Guest.



2. This liability also applies in respect of violations of the House Rules instigated by the Contracting Party and/or Guest and those accompanying that Contracting Party and/or Guest.
3. This liability also applies in respect of harm or loss caused by any animal and/or any substance and/or any property held by or under the supervision of the Contracting Party and/or Guest and those accompanying that Contracting Party and/or Guest.
4. Hotel Jansen does not charge Tourist Tax to guests with a Short Stay booking. Hotel Jansen assumes Short Stay guests will register or have registered at the municipal personal records database. Registration as a resident is mandatory if the Guest is planning to stay in Amsterdam longer than 4 months. The Guest has to be able to provide Hotel Jansen with a copy of his/her registration with the city within 3 weeks after check-in. If the Guest cannot provide this proof of registration, Hotel Jansen will charge tourist tax for the full stay and if necessary deduct it from the deposit.
5. The Guest is obliged to inform Hotel Jansen of any period where their room will stay vacant for a period of 7 days or more.

## **Article 12. Special occupation rules**

1. The Guest undertakes (i) to only use the Room, bathroom, furnishings, kitchen facilities and furniture and other facilities for normal purposes and with economy. When consuming hot and cold water, electricity and heating and when using the lifts, the Guest will exercise due care and economy, and also (ii) in particular:
  - not to make any noise that is annoying to others and to maintain as much peace and quiet as possible between 11.00 p.m. and 8.00 a.m. in the Room, the public and communal areas of Hotel Jansen and the immediate surroundings of Hotel Jansen;
  - with respect to the occupation of Hotel Jansen, to behave as may reasonably be expected in general and to the extent not expressly provided for in these provisions;
  - without prejudice to any other articles of these provisions, to immediately report any loss or damage caused or observed in his/her Room or in the building by email and to reimburse this on Hotel Jansen's first demand. Under no circumstances will he/she perform repairs and make replacements himself/herself. All damage in his/her Room and bathroom will be deemed to have occurred under his/her responsibility, unless he can make a reasonable case to Hotel Jansen that this cannot be the case;



- not use a microwave, ovens or similar cooking equipment in the Room. A fridge, a water cooker and coffee machine are present;
- not to apply any nails, screws, pins, tape, duct tape, etc. in/on walls, floors, doors or furniture, nor to make changes of any kind in the building;
- not to have any highly inflammable or explosive substances in whatever form present within Hotel Jansen;
- not to keep any pets in the Room or in Hotel Jansen;
- not to hang anything outside windows of the Room and communal area and not to throw or drop any objects outside or hold such in front of open windows;
- not to hang around in or near the Hotel Area, to treat the Hotel Guests with respect and not to make use of the Hotel area other than as Hotel, Bar or Restaurant guest;
- to be informed that the entire Hotel Jansen building is a smoke-free area and comply with the Hotel Jansen smoking policy;
- to make use at all times of the bicycle parking for the storage of non-motorised vehicles, and not to place any bicycle or other vehicle on the pavement of the hotel or nearby streets
- be familiar with the domestic rules for the use and the cleaning of the communal areas for which the Guests is responsible – together with the others who use the communal area – and ensure that it is left clean and tidy every day. Be familiar with the cleaning schedules hanging in the communal areas.
- Hotel Jansen is required by law to employ a demonstrable penalty system should the fire alarm (erroneously) be triggered through the fault of the Tenant. The Landlord is also required by law to perform monthly spot checks of the fire alarms.

### **Article 13. House Rules**

1. Hotel Jansen has house rules in place in order to preserve order, peace and safety in our hotel and to ensure that all of our Guests receive high-quality service. The house rules will be offered in digital form with the booking of the room. Confirming an online booking automatically implies the Contracting Party /Guest agrees to the house rules.



2. We are entitled at all times, without any notice of termination being required, to terminate the Hotel Agreement with the Contracting Party and to deny the Guest access to our hotel accommodations if the Guest or someone accompanying the Guest violates the house rules or acts in such a way that the order, peace and quietness or normal operation of our hotel could be jeopardised. The Guests and anyone accompanying the Guest must leave the hotel upon request. We are not obliged to provide reasons for our request. Guests are entirely responsible for the conduct and behaviour of the people they bring into the Hotel and will be liable for any damages or costs the person(s) accompanying the guest incur(s).
3. We are entitled to discontinue or cease offering our services if the Guest or someone accompanying the Guest fails to conduct themselves in accordance with the standards that are customary for our hotel. In that case, the Guest and those accompanying the Guest must leave the premises upon request.
4. We do not permit animals to be on our premises, either those owned by the Guest or by anyone accompanying the Guest.
5. We are entitled to terminate any agreement we choose if public order has been disturbed or is in jeopardy of being disturbed. Termination will take place after consulting the local management. In such cases we shall not be liable to pay any damages of any kind.
6. We will file an official report with the local police if we observe misconduct, criminal acts or violations of the House Rules.

## **Article 14. Complaints**

1. A complaint filed with Hotel Jansen regarding the performance of the Hotel Agreement must be made in writing by the Contracting Party/Guest and be submitted immediately after discovering the failure to perform for which Hotel Jansen is liable. Complaints should be sent in writing to: [reception@hoteljansen.nl](mailto:reception@hoteljansen.nl)



2. If a complaint is deemed to be well-founded, we will, if and to the extent it is in our power to do so, attempt to eliminate the cause of the complaint as quickly as possible.

### **Article 15. Force Majeure**

1. The term 'force majeure' will be understood to include: staff illness, war, threat of war, civil unrest, labour strikes or sit-ins, water damage, acts of war, fire, flood or acts undertaken by the government or third parties we depend on, or general outages of gas, electricity, water or internet.
2. In the case of force majeure, we are entitled to either suspend performance of the Hotel Agreement or cancel the Hotel Agreement. In that case, we shall in no way be liable to pay for any harm or loss incurred as a result.
3. The foregoing provisions also apply if a force majeure situation arises in respect of persons/services and/or institutions we use to perform the Hotel Agreement or an Additional Services. This also includes suspensive or resolute conditions fulfilled with respect to the aforementioned persons/services and/or institutions or improper performance on the part of the aforementioned persons/services and/or institutions. We shall not be required to prove the effect of the foregoing on our business operations.

### **Article 16. Found Property**

1. Every Guest and/or his or her guest(s) are required to turn in any property they find to the reception desk as soon as possible. We shall obtain ownership of any items that are not claimed by the rightful owner within three months after they are turned in to us.
2. The Guest shall bear the risk and expense of the shipping of any property lost by the Guest or his or her guest(s). We shall never be obliged to send such property.
3. After Check-out, any personal belongings left in the room or any other area of the Hotel will not be kept and will be considered as leftover unwanted items, unless by its appearance and / or value it is clear to anyone that it must be a lost item, in which case 15.1 is applicable.



### **Article 17. Applicable Law and Disputes**

This Agreement and any additional agreement(s) relating to branches of Hotel Jansen in The Netherlands shall be governed by the laws of the Netherlands. The competent court in Amsterdam, The Netherlands, shall have exclusive jurisdiction over all disputes that may arise in relation to this agreement or its performance or in relation to any additional agreement concluded between Hotel Jansen and the Contracting Party/Guest.

### **Article 18. Change of Policy**

It is a condition of the Hotel Agreement that guests comply with all Terms and Conditions and House Rules. Whilst every effort has been made to provide guests with the most complete and accurate information available, Hotel Jansen reserves the right to change, modify or revoke any policy or procedure contained within this Agreement with or without notice. Changes will be applicable within 24 hours after guests have been informed by email. All information is correct at the time of this publication. The latest version is always available at reception and is published on the website [www.hoteljansen.nl](http://www.hoteljansen.nl)