

TERMS AND CONDITIONS RELAXED SLEEPING & MEETING

Article 1 Definitions

1. RSV: Relaxed Sleeping & Meetings (also: Relaxed Sleeping or Relaxed Meetings), established in (2011 NR) Haarlem, Kinderhustvest 43, Chamber of Commerce number: 62574221, info@relaxed-slapen.nl /www.relaxed-slapen.nl, info@relaxed-vergaderen.nl / www.relaxed-vergaderen.nl , 085 877 1909, host and the person who concludes and implements agreements with Guest.
2. Guest: the person or persons, whether or not acting in the performance of a profession or business, or the company that uses facilities of RSV on the basis of the agreement concluded between the parties.
3. Written: any message sent in written form, including by fax, e-mail or otherwise electronically.

Article 2 Applicability

1. These general terms and conditions apply to all quotations and agreements of RSV and the activities of RSV arising therefrom.
2. The applicability of the Guest's general terms and conditions, by whatever name, is excluded.
3. If one or more provisions in these general terms and conditions are null and void or should be annulled, the other provisions will remain intact. The invalid or voided provision will be replaced, if necessary in reasonable consultation, by a provision that comes closest to its purport.

Article 3 Offer and formation agreement

1. A quotation or offer made by RSV is without obligation, unless expressly stated otherwise in the quotation. In that case, the offer applies in any case as long as the capacity is sufficient.
2. The quotation is at all times conditional on the availability of the facility at the time of acceptance by the Guest. If offers are outstanding for the same facility for the same period, first come, first served. The offer is therefore not exclusive, unless expressly stated otherwise in the offer or the Guest has obtained a written option right. With an option right, the Guest who has the option will be informed if another potential customer reports for the facility and period for which the option right applies. The guest must notify RSV in writing within 24 hours whether or not they wish to make use of the option right, failing which the option right will lapse. If the quotation lapses due to the acceptance of its offer by a third party, RSV will endeavor to make a replacement quotation to the Guest for a different period. An option right must be redeemed no later than 14 working days before the date on which the option applies, failing which the option right automatically lapses.
3. An error or lack of clarity in an offer or quotation from RSV will be corrected as soon as possible, but does not create any commitment or liability for RSV.
4. RSV itself makes offers and offers are also made on its behalf, such as via booking.com and the coach house.
5. In the case of a direct booking with RSV, the agreement is concluded by the written confirmation by RSV or by a third party on behalf of RSV of the acceptance of an offer by RSV, even if that offer has been made by a third party on behalf of RSV. The reservation is confirmed with the written confirmation by RSV. If the booking with RSV is made through a third party, the agreement will be concluded in the manner prescribed by that third party.

7. RSV reserves the right to refuse a reservation from the Guest, for example to prevent an overbooking or other reasons that prevent RSV from being required to accept the reservation.

8. The Guest cannot derive any rights from the concluded user agreement other than to use the accommodation designated for this purpose by RSV for the duration of the period included in the agreement.

Article 4 Duration of the agreement

1. An agreement is entered into for a definite period of time, namely a certain period of time within which the guest can use the facilities of RSV, which period explicitly follows per facility from the agreement. This is only different if this has been expressly agreed between the parties or follows from the nature of the agreement.

2. If the parties agree on several periods that do not follow each other consecutively, the contract will be valid for a definite period until the last period.

3. The agreement can only be terminated, including cancellation, if this is expressly stipulated in the agreement or if this is permitted on the basis of these general terms and conditions.

Article 5 Prices and payment

1. Prices quoted by RSV are inclusive of VAT and exclusive of costs such as tourist tax or other costs incurred by RSV for the implementation of the agreement, unless expressly stated otherwise in the offer or agreement.

2. Payment is made in the manner as determined by RSV or on behalf of RSV in the offer or the agreement. Payment terms are also stated on RSV's website, but may be deviated from if the offer is made on behalf of RSV. When booking through third parties, different payment conditions may be used from those applicable at RSV.

3. Payment takes place in full or in part in advance, before leaving the accommodation or on account, afterwards. This to be determined by RSV.

4. In the event of payment afterwards, invoices from RSV must be paid by the Guest within fourteen days of the date of the invoice, unless expressly agreed otherwise in the agreement.

5. The Guest is not entitled to settlement with regard to a payment obligation. Nor can the Guest invoke suspension, unless there is a serious shortcoming in the fulfillment of the obligations by RSV.

6. Making a payment by the Guest does not entitle it to a refund.

7. From the moment that the payment term of an invoice has expired without payment of that invoice having taken place, the Guest is in default until the day of full payment. Over the period of default, the Guest who acts in the exercise of his profession or business owes RSV 1.5% default interest per month on the invoice amount. If the statutory commercial interest is higher than 1.5% per month, the Guest will owe the statutory commercial interest on the invoice amount. Section 6:119 of the Dutch Civil Code applies in the event that the Guest does not act in the exercise of a profession or business.

8. As soon as the Guest is in default with regard to a payment obligation, RSV is entitled to proceed with collection and the Guest is immediately obliged to reimburse the extrajudicial costs of RSV, set at 15% of the principal sum owed by RSV, at all times, with a minimum amount of € 150 (excluding VAT). If payment of an invoice is legally enforced on the Guest, the Guest is also

obliged to reimburse all costs of RSV, including the total costs of legal assistance of RSV.

9. RSV is at all times entitled to demand security from the Guest with regard to the fulfillment of his payment obligation or other obligations under the agreement and/or general terms and conditions, and the Guest will provide the required security at RSV's first request. That security may also lie in the request to pay in full in advance, to pay in the interim, to issue a deposit or to issue a direct debit authorization on a credit card, in which case the Guest must provide his credit card details in advance for verification.

10. RSV's administration serves as exhaustive evidence for any payment obligation towards RSV.

11. In the event of non-compliance with payment agreements, RSV is entitled to suspend its obligations, which means that RSV is authorized to deny use of facilities by the Guest until compliance has been made. This also applies if there is a booking by a third party for the Guest and the third party has not fulfilled its obligations towards RSV.

Article 6 Execution of the agreement by RSV

1. RSV executes the agreement carefully and to the best of its ability.

2. If RSV mentions terms in the context of the implementation of the agreement, those terms always apply approximately.

3. If necessary for the execution of the agreement, RSV is entitled to involve third parties in the execution of the agreement.

4. RSV is entitled to require the Guest to settle for accommodation provided by RSV other than that which should have been made available in accordance with the agreement, unless this cannot reasonably be expected of the Guest.

Article 7 Obligations Guest

1. Guest is responsible for the correctness of the information that Guest provides to RSV.

2. The Guest is also responsible for the correctness of the reservation made by it, unless the error is the result of an attributable shortcoming on the part of RSV.

3. The guest is obliged to use the facilities and the associated facilities normally and to use them for the purpose for which they are intended. In that use, the Guest does not cause any nuisance or nuisance to third parties or to RSV and he adheres to the house rules applicable within RSV. When using the facilities, the guest behaves with due care and ensures that the risk of damage to the facilities or the associated facilities is limited.

4. The guest is obliged to comply with the applicable regulations regarding safety and public order and with the house rules applicable at the time of the stay. The Guest is responsible for ensuring that persons accompanying him or her also comply with this as well as other obligations in these general terms and conditions that apply to the Guest.

5. There is a smoking ban in the building and the accommodations. The guest is obliged to comply with that smoking ban.

6. Guest will comply with reasonable instructions from RSV provided in the context of the agreement.

7. The guest is prohibited from bringing pets, unless expressly agreed otherwise.

8. The Guest is obliged to leave the accommodation in an orderly condition upon departure, in the condition in which the Guest found it at the start of use. Under no circumstances is the Guest permitted to make changes or changes to the accommodation, unless with the permission of RSV and then only insofar as these are not permanent adjustments.

9. If the Guest or the persons accompanying the Guest do not comply with the applicable obligations, RSV is entitled to terminate the user agreement and the use with immediate effect and to deny them access to the accommodation, without prejudice to the payment obligation of the Guest or would give the right to a refund of what may have already been paid.

10. The Guest is not permitted to allow third parties to use the accommodation, unless with express written permission from RSV. Upon discovery of a violation of this, RSV is entitled to terminate the user agreement and the use with immediate effect.

Article 8 Checking in and out of sleeping accommodation

1. The sleeping accommodation is available to the Guest from 2 p.m. on the day of arrival until 11 a.m. on the day of departure.

2. Guest must check in on the day of arrival between 2:00 PM and 6:00 PM, unless agreed otherwise between RSV and Guest in advance. Check-out is before 11:00 am on the day of departure.

3. RSV may consider the reservation as canceled if the Guest has not checked in before 6 p.m., unless otherwise agreed between the parties. If the reservation is canceled on the basis of this provision, this does not affect the payment obligation of the Guest under the agreement.

Article 9 Purchase of chairs for meeting accommodation

1. For the meeting accommodation, the Guest only pays for the seats that are available on the day or part of the day reserved by the Guest, unless expressly agreed otherwise in advance.

2. Chairs can be purchased separately or on contract.

3. Seats purchased under contract are charged in advance and can be paid in installments in consultation with RSV, subject to a maximum of 12 monthly installments. Purchased individual chairs will be charged afterwards.

4. Seats purchased under contract do not expire. Seats purchased under contract are non-refundable but transferable. Purchased chairs that are not used by the Guest may be resold to third parties for the same price and under identical conditions, such as these general terms and conditions, and on the condition that RSV agrees in writing with the acquiring party in advance. Before the purchased seats are transferred, the Guest nominates the third party by e-mail to RSV, who will immediately indicate whether or not he agrees to the transfer.

5. Seats are reserved in advance by the Guest, both in the case of individual purchases and purchases on contract. RSV determines in advance, based on the number of seats reserved by Guest, in which RSV accommodation the seats will be reserved.

6. Seats are settled on the number of seats actually used. In the case of seats purchased under contract, the seats that are in use on the day or part of the day itself are debited from the purchased total until the number of purchased seats has been used up in this way.

7. At the end of the meeting, RSV and Guest jointly sign the number of used chairs in writing on the appropriate sign-off list. If the Guest fails to sign off the number of used chairs, the number of used chairs stated by RSV on the sign-off list applies.

Article 10 Consumption and lunch

1. Drinks are available in the accommodation via minibars in both the meeting rooms and the bedrooms, as long as stocks last.
2. The use of drinks and lunch will be charged separately to the Guest by means of subsequent calculation. The use of drinks and lunch by persons accompanying the Guest will also be charged to the Guest.
3. In connection with the meeting room, the Guest can also use a lunch or drink to be provided by RSV insofar as this is subordinate to the use of the meeting room for the purpose for which it is intended. The use of lunch or drinks must be agreed in advance when the agreement is concluded.
4. If the meeting accommodation is reserved for an entire day, use of the lunch to be provided by RSV is mandatory.
5. It applies to the meeting accommodation that it is not permitted to bring your own consumptions and consume them in that accommodation, unless with written permission from RSV.

Article 11 Liability RSV

1. RSV performs the agreement to the best of its ability and makes every effort in its implementation.
2. RSV is only liable for damage as a result of an attributable shortcoming of itself or of its subordinates.
3. RSV's liability is limited to the amount that RSV's insurer pays out, and in the absence thereof to an amount of € 5,000 per claim.
4. RSV's liability for indirect damage, such as but not limited to consequential damage - such as lost profit or business interruption - is excluded.
5. RSV's liability for damage suffered by the Guest as a result of theft, loss or damage to property belonging to the Guest is excluded.
6. Liability of RSV for damage suffered by the Guest as a result of the consumption of drinks or foodstuffs in or around the RSV building, whether or not provided by RSV, is excluded
7. The Guest can no longer invoke a shortcoming on the part of RSV if the Guest accepts RSV's facilities by using them or if the Guest does not inform RSV in writing and with reasons within fourteen days after they discovered or should reasonably have discovered the defect. complained about that deficiency.
8. The Guest's right to invoke a shortcoming on the part of RSV will in any event lapse no later than one year after the defect was discovered or should have been discovered.
9. Limitations of liability of RSV do not apply in case of intent or deliberate recklessness on the part of RSV or of its subordinates.

Article 12 Liability Guest

1. The Guest is fully liable for damage caused by RSV to the immovable property, the facilities or the good name of RSV or damage to third-party property located in the accommodation of RSV or its person, which is the result of a breach of contract by or wrongful act by Guest or those

accompanying Guest. In the latter case or in the case of a group of guests, they are all jointly and severally liable for the damage suffered by RSV.

2. Third parties who suffer damage as a result of non-performance by the Guest or the persons accompanying him or her can directly invoke this provision against the Guest.

Article 13 Lost and Found

1. Objects from third parties found by the Guest will be immediately handed over to the reception by the Guest.

2. Found objects will be kept by RSV for one year after they have been found or handed over at the reception, unless it concerns perishable goods that can be immediately thrown away by RSV. During that year, the rightful owner can refund the found objects. After the end of that year, RSV will take such measures regarding the found objects as it deems appropriate. RSV can destroy, throw away, give away, etc. the found objects.

3. If RSV incurs costs in connection with the storage or return of a found object, these costs will be borne by the rightful owner. RSV may ask to pay the costs for the delivery of the found object.

Article 14 Force majeure

1. RSV has the right to suspend the fulfillment of its obligations in whole or in part without becoming liable for damages, if it is temporarily prevented from fulfilling its obligations in whole or in part due to circumstances that could not have been expected when the agreement was concluded. and/or due to circumstances that do not fall within its sphere of risk, and that are not due to the fault of RSV.

2. Force majeure also includes a circumstance that could not have been foreseen as a result of which the use of the accommodation in accordance with the agreement is impossible, undesirable or limited, such as a leak or the need for urgent repairs to the accommodation or building.

3. In the event of force majeure ex paragraph 2 of this article, RSV will endeavor to offer the Guest an alternative in the form of moving the reservation.

4. If the force majeure on the part of RSV lasts longer than 30 days or RSV cannot offer a suitable alternative to the Guest, both parties have the right to dissolve the agreement in writing without judicial intervention, without any right to compensation arising.

Article 15 Cancellation by RSV

1. RSV is entitled to cancel a reservation, without becoming liable for damages, if circumstances arise as a result of which RSV cannot be required to uphold the agreement.

2. A circumstance referred to in the previous paragraph exists, for example, if RSV has indications that a meeting will be held in the accommodation that has a different character than the meeting that RSV assumed when concluding the agreement and that RSV, in case of a correct representation, of business would not have accepted the reservation for that meeting.

3. If the circumstance that leads to cancellation is within the Guest's sphere of risk, the Guest is not entitled to a refund of what has already been paid and the Guest's payment obligation under the agreement will not lapse.

4. In the event of cancellation, the agreement will lapse and the parties will be released from each other's obligations.

Article 16 Cancellation by Guest of a sleeping accommodation

1. The Guest is authorized to cancel the agreement, the reservation, in the case of a sleeping accommodation, in which case the agreement will lapse due to cancellation and the parties will be released from each other's obligations, on the understanding that the Guest will owe the following compensation as cancellation costs:

- In case of cancellation up to seven working days before the day of the reservation, the guest does not have to pay any compensation;
- Cancellation from six working days to the day of the reservation means that the Guest owes 100% of the agreed price

2. If RSV has already incurred demonstrable costs before the day of cancellation in connection with lunch or drinks to be provided on the basis of the agreement, the Guest is also obliged to reimburse these costs to RSV.

3. Cancellation by the Guest takes place in writing.

4. No show by Guest without cancellation entitles RSV to claim the amount owed by Guest under the agreement. In the event of a no-show, the day of reservation counts as the day on which the Guest is in default.

Article 17 Cancellation by Guest of the meeting accommodations

1. The guest is authorized to cancel the reservation, in the case of reserved seats in a meeting accommodation, free of charge up to seven days before the start of the meeting for which the seats have been reserved, whereby cancellation will void the agreement and the parties will be released from each other's obligations. liberated.

2. Cancellation by the Guest takes place in writing.

3. In the event of a late cancellation, the number of seats reserved for the relevant meeting will be charged to the Guest and, in the case of purchased seats on contract, the booked number of seats will be deducted from the total purchased.

4. If RSV has already incurred demonstrable costs before the day of cancellation in connection with lunch or drinks to be provided on the basis of the agreement, the Guest is obliged to reimburse these costs to RSV, even if cancellation has taken place in time.

Article 18 Termination of agreement by RSV

1. RSV is authorized, at its discretion, to suspend the agreement in whole or in part or to dissolve the agreement in whole or in part, without notice of default being required and without RSV being obliged to pay any compensation, in the event of:

a) suspension of payment or bankruptcy of the Guest or the existence of an application thereto;

b) placing under guardianship, administration or death of Guest;

c) failure of the Guest to fulfill any obligation under the agreement;

2. In the event of dissolution of the agreement by RSV, the Guest is obliged to reimburse all costs incurred by RSV up to that point, as well as to reimburse the (ongoing) costs or damage – including those incurred by RSV.

Article 19 Choice of law and forum

1. Dutch law applies to the Agreement between RSV and the Guest.



2. All disputes arising from the agreement between RSV and the Guest will be settled by the court of Noord-Holland, location Haarlem, unless RSV chooses to bring the dispute before the court that is competent by law.