

The following terms and conditions apply to all contracts agreed upon between BOAT&CO by City ID (referred to as 'The Company') and all property renters (referred to as 'The Client').

### **Contact Details**

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## **1. Terms and Conditions**

Use of this website is subject to the terms and conditions outlined below. By using this website or renting a property through direct contact with BOAT&CO you agree to be legally bound by these terms and conditions.

Users enter the site at own risk. We offer no guarantee any content downloaded from this site will not have a harmful effect on your computer (such as loss of data etc.). Although every care has been taken to prevent this from happening, we always recommend running a virus scan on any content downloaded from the Internet.

All rates quoted are subject to availability and alteration and may be subject to a minimum night stay. All discounted rates quoted are limited offers and subject to availability and may be subject to a minimum night stay.

While every effort has been made to ensure the accuracy of all information, BOAT&CO does not accept liability for any errors and reserves the right to change information and descriptions of listed accommodation and products.

## **2. Online Bookings**

Please note that different terms, conditions & cancellation policies in relation to all online bookings via the own website and affiliated websites (for example Booking.com, Expedia.com) may apply depending on the accommodation or rate type selected. Please read carefully the accommodation rate details that are provided before you make your online booking. You are advised to check the rate details before making your online reservation

## **3. Payment**

By means of the credit card details in the reservation, the company has the right to charge an amount, or the full amount as a guarantee for the booking, depending on the rate.

### **3.1 Refundable rate**

Once the booking is made the credit card is checked for any discrepancies. The card is charged for the full amount of the reservation 2 days prior to the arrival of the client. Upon making the reservation the client will receive a booking confirmation via e-mail, and from that

moment the cancellation policies in section 4.1 will apply. If the payment cannot be completed, the client is notified that new details must be provided. May we not receive new details within 24 hours after notifying, we are obliged to cancel the reservation in our system.

### **3.2 Non-refundable rate**

The full amount of the reservation will be charged to the credit card on file once the booking has been made. Once the payment is completed, the client will receive a booking confirmation via e-mail, and from that moment the cancellation policies in section 4.2 will apply.

### **3.3 Methods of payments**

The company accepts PayPal, VISA, MasterCard and American Express credit cards for remote payments.

Payments at the reception desk can be done via VISA, MasterCard and American Express credit cards, and via MAESTRO.

### **The company does not accept cash.**

The credit card that is used for the booking needs to be owned by the head booker. The company does not accept payments that have been made by means of a credit card that does not belong to the head booker. A credit card is personal and may not be used by third parties. At arrival the company reserves the right to compare the credit card that has been used for the booking with the actual credit card. In case the credit card is not present as it is from somebody else or the amount equivalent is higher than €1.000, payment can only be arranged via our reservations department.

### **3.4 Prices**

Prices are fully including (heating & hot water costs, linen & towels, cable TV, Internet usage, cleaning and a coffee and thee facilities. Lastly, the prices are including 9% VAT, excluding 7% tourist tax.

If any fees are not received in accordance with the paragraph above, the booking may be cancelled by the company and any payments already made, will be forfeited.

All accommodation charges and any "extras" charges must be settled by the guest, prior to checking out and leaving the premises.

## **4. Cancellations**

Cancellation of a reservation will be effective only from the date of receipt in writing.

Reservations made through affiliated websites (such as Booking.com, Expedia.com) can only be cancelled if the cancellation is made through the respective affiliated website.

All other cancellations must be made in writing by e-mail to [reservations@boatandco.nl](mailto:reservations@boatandco.nl).

Any cancellation may be liable to pay cancellation charges. Depending on the reasons for your cancellation, for instance personal or family circumstances, you may be able to reclaim these

cancellation charges from your insurance company. We strongly recommend that all clients obtain appropriate travel and personal insurance cover.

In exceptional circumstances we may find it necessary to cancel your booking or offer a similar suitable apartment. If this is not acceptable we will refund any sum you have paid to us which shall constitute fully and final settlement of any liability we may have to you as a result of such cancellation.

The company reserves the right to cancel the booking if:

The client is unable to prove that he/she is the owner of the credit card used for payment.

The apartment(s) or part of it is closed due to circumstances beyond its control.

The company becomes insolvent or enters into liquidation or receivership.

It causes or might cause in the company's opinion, damage to the apartments and its common areas. In any of these circumstances the company will refund any payments made in advance, but will have no further liability to the Client.

We will not be liable for any delay, loss, damage or expenses incurred if your booking needs to be altered or cancelled or we are unable to perform our contractual obligations as a result of events beyond our reasonable control, which shall include but not be limited to events such as war, civil strike, terrorist activity, labor disputes, natural or man-made disaster, fire, flood, and adverse weather conditions. Please note that we don't refund your booking due to flight cancellations.

If we receive serious complaints or any disputes arise, we reserve the right to terminate your stay without notice.

#### **4.1 Refundable rate**

If cancelled or modified up to 2 days before date of arrival, no fee will be charged.

If cancelled or modified later or in case of no-show, the total amount of the reservation will be charged.

If cancelled or modified when the client is already in-house the total price of the reservation will be charged, or no money will be refunded.

#### **4.2 Non-refundable rate**

If cancelled or modified any moment before the arrival date or when the client is in-house, the full amount of the reservation will be charged, or the charged amount will not be refunded.

### **5. Alterations**

If you wish to alter your booking (e.g. change the dates of your stay or the accommodation requested), we will use all our reasonable efforts to comply with your request, however we cannot guarantee that we will be able to do so and we accept no liability for any loss, damage

or additional expenses that may be incurred due to that circumstance. We will always endeavor to sell any apartments you no longer require but cannot guarantee this.

## **6. Security Deposits**

Upon arrival we reserve the rights to charge a security deposit by means of an authorization on the credit card.

### **6.1 Authorization**

An authorization is a request for approval of a (possible) transaction. There are always a number of cases that need to be verified for the use of your card. For example, the spending limit, validity of the card or any blockages. The amount is reserved for the company to which you owe a deposit. The amount of the deposit (€ 200) will be temporarily withheld from your spending limit (your balance remains the same, but the availability is less). It will not be transferred to the company where the deposit is issued. The company that issued the authorization has for a certain period of time the entitlement to use (or a part of) the deposit of €200.

The deposit will automatically be cancelled from our side. However, it cannot be indicated when your spending limit will be as it were. From the moment of cancellation by the company, the responsibility lies at the bank of the cardholder. They determine, based on the terms and conditions between you and the bank, when they release the €200.

### **6.2 Credit card details**

The Credit Card details will be used as a security deposit when necessary. If damage or disturbances to the company or other clients have occurred, the costs to the manager/owner of the damage or disturbance that has occurred will be retained from the security deposit, and the remainder returned to the guest(s) in the party. If the costs exceed the value of the deposit, BOAT&CO reserves the right to charge the excess to the guest's (or guests') credit card(s).

### **6.3 Inspection**

The deposit will be released automatically after checking out. Before it is released we inspect the apartment on the following:

- (1) no damage to the apartment(s) has occurred, by any guest in the party
- (2) no damage to any property has occurred, by any guest in the party
- (3) no undue disturbance to other guests or residents has occurred, by any guest in the party.
- (4) no belongings of BOAT&CO have been damaged or taken from the accommodation/hotel, by any guest in the party.

## **7. Clients' personal details**

The client has to provide the company with correct personal details. The client is to provide this information in all honesty. In any case that wrong information is apparently deliberately provided, the company reserves the right to cancel the reservation and hold the client responsible for any costs that may arise because of this wrong information. Purposefully

providing wrong personal details is classified as identity fraud and the authorities will be notified in any case of identity fraud.

The company will always treat your personal details with confidentiality. Your personal information will not be shared with third parties unless the client has given his/her consent.

## **8. Occupants**

Only persons notified to us prior to your arrival may occupy the apartment. You may not re-let/sublet the apartment to any other third party without our written approval. The number of persons permitted to occupy the apartment is limited to the number of beds available and this limit may not be exceeded without our prior written approval. We reserve the right to refuse admittance to the apartment if this condition is not complied with. Under no circumstances are you allowed to register yourself, or any other member of your party, at the city government on the address of the rented apartment without the hotels consent.

## **9. Check in/out requirements**

### **9.1 Check in time is from 15:00 hours.**

If there is sufficient availability in the hotel it is possible to check in earlier than 15:00 hours. Please note that the company cannot be obligated to grant clients an early check-in.

### **9.2 Check out time is before 11:00 hours.**

Unless otherwise agreed upon in advance, all apartments must be vacated by 11:00am on the day of departure. Key Cards must be returned by 11:00am on the departure day. If there is any delay in vacating the apartment beyond the agreed time, a late check-out fee or a full day's rental may be charged. Please note that the company cannot be obligated to grant clients a late check-out and luggage can be removed and placed in our luggage storage.

### **9.3 Apartment**

Upon check-out the apartment is left clean and tidy. Used tableware, cutlery and glasses are placed in the dishwasher. All the garbage, bottles etc. are placed in the waste bags supplied.

## **10. Facilities / Services**

### **10.1 Apartments**

All apartments are fully furnished to a high standard and include a fully equipped kitchen with appliances, cutlery, crockery, and kitchen utensils. No items may be removed from the apartment.

Unless otherwise specified, the prices quoted include: cleaning every 4 days, heating, electricity, gas, water, council taxes and television/cable license and internet. The price also include towels, which are changed every 4 days and linen which is changed every 4 days. The price does not include service charges for phone calls made.

## **10.2 Sauna/Gym**

All clients are allowed to make use of the sauna and gym without any additional fees. Use of these facilities is completely at your own risk. The company is not responsible for any damages caused by the use or miss-use of these facilities.

People under the age of 18 are not allowed to use the gym or sauna without adult supervision.

Clients making use of the common areas should wear appropriate, non-provocative clothing at all times. At the very least all private parts should be concealed. Failure to adhere these rules may lead to a warning or eviction without refunds.

## **10.3 Parking facilities**

The company provides secured parking for €25 per night. The garage is located in the basement of the hotel. Upon arrival clients have to provide the company with the license plate number

## **10.4 Leaving luggage**

It is possible to leave your luggage at the front desk. Leaving your luggage at the front desk is at your own risk. The company cannot be held liable for any damages or losses of luggage.

## **10.5 Rentable Objects**

The company offers several rentable objects to clients. There are no charges for the use of these objects. However, when a client does not return the object or if the object is damaged, the company reserves the right to make use of the security deposit in order to compensate the damaged or lost object.

## **10.6 Bed linen and towels**

All apartments are equipped with bed linen and towels.

## **10.7 Specials**

- All Specials must be pre-booked upon availability.
- We only accept Specials requested per email or telephone; [reservations@boatandco.nl](mailto:reservations@boatandco.nl) or +31 (0)20 2461 500. We will try to respond on your request within 24 hours on working days and 72 hours on weekends.

## **Damage**

The company is not responsible for any loss or damage to your goods or personal belongings kept at the accommodation. You are responsible for taking care of the apartment and its contents. A safe is provided in the apartment. The company cannot be held liable for any items stolen from the safe.

## **Liabilities**

The company is not liable for any direct or indirect damage that may arise as a consequence of the clients use of the apartment, including without limitation, physical damages, insurance, losses because of fire, robbery or criminal behavior.

Except in the case of normal wear and tear the clients are responsible for any damages to the building, the apartment or its contents during their stay which have occurred due to the negligence, willful default or irresponsible behavior on the part of their selves or those occupying the apartment or their guests. Any damages must be reported to us without delay.

The company is not liable for injury to person, loss of, or damage to any property of any client or person staying/visiting the apartments and or its general facilities and area.

The company cannot be held responsible for any damages caused by third-parties.

### **Fair Use**

The client and its party agree to be considerate tenants and to take good care of the apartment(s) and to leave it/them in a clean and tidy condition at the end of the rental period. Also, the client and its party agree not to act in any way which would cause disturbance to the residents in neighboring apartments.

### **Instructions of personnel**

All clients and their parties are obligated to comply to any instructions given by the personnel of the company.

### **Eviction**

Whenever the case arises that the company deems it necessary to evict a party or client from the apartments, no refunds will be made. Furthermore, the company is not liable for any secondary costs or damages that arise because of eviction.

### **Use of Properties**

The company reserves the right to terminate without notice any reservation/booking that the company deems to be in breach of its Terms and Conditions, irrespective of whether the holder of the reservation, or any member of the group associated with the holder of the reservation, has checked in.

### **Access**

The company (general manager, or authorized personnel), may at any time enter the apartment for the purpose of inspection of the apartment, and to carry out, cleaning, repair or maintenance work.}

### **Pets**

No pets, of any kind, are allowed in the apartments at any time with the exception of guide dogs. This must be communicated with the company prior to arrival and an additional fee of € 100 will be charged.

### **Smoking**

In all apartments we have a non-smoking policy! Doing so leads to a warning and a fine of € 200. May smoking be detected a second time, the party will be evicted from their apartment.

### **Dutch law**

Once a booking has been accepted by BOAT&CO a contract exists between Client and

Company. Accepting a reservation with BOAT&CO indicates acceptance of these Terms and Conditions.

BOAT&CO's Terms and Conditions and all other contracts are governed by Dutch Law.

All legal disputes will be submitted to and settled by the competent court in Amsterdam.

**Amendments to Terms and Conditions**

BOAT&CO's Terms and Conditions may be subject to change at any time and without notice.