

General Terms and Conditions – ServicedApartments.nl

Section I. General provisions for reservation services

1. Definitions

In these General Terms and Conditions, the following terms (both in the singular and in the plural) are defined as stated below:

- a.** General Terms and Conditions: these general terms and conditions of SA.nl;
- b.** Customer: the natural person or legal entity with whom SA.nl enters into an Agreement in respect of one or more Serviced Apartments, or to whom SA.nl makes an offer in respect of Serviced Apartments;
- c.** Agreement: the agreement between SA.nl and a Customer in respect of one or more Serviced Apartments, consisting of the booking confirmation, the registration card and these general terms and conditions;
- d.** Partner(s): affiliated providers of Serviced Apartments with whom SA.nl has entered into an agreement by virtue of which SA.nl is entitled to let or sub-let Serviced Apartments to Customers;
- e.** SA.nl: the private company with limited liability ServicedApartments.nl B.V., having its registered office at (1082 MC) Amsterdam at Claude Debussylaan 237;
- f.** Serviced Apartment: a furnished, serviced residential unit for a temporary stay of, by its nature, a short duration.

2. Applicability of General Terms and Conditions

2.1 These General Terms and Conditions are applicable to all services and offers that are provided or made by SA.nl (or with its intermediation), to every reservation and to every Agreement.

2.2 SA.nl expressly rejects the applicability of any general terms and conditions of the Customer. SA.nl is only prepared to enter into a contract under the application of its own general terms and conditions.

2.3 Any departures from these General Terms and Conditions may only be agreed in writing. In that case, all other provisions of these General Terms and Conditions remain in force.

3. Scope of the service

3.1 SA.nl is, in partnership with its affiliated Partners, a company that offers Serviced Apartments, and assists Customers in making reservations for Serviced Apartments via various channels (including website, email and telephone).

3.2 Via the SA.nl website and in other ways, affiliated Partners can place advertisements

offering their Serviced Apartments for reservation, and visitors to the website can make such reservations.

3.3 Once SA.nl confirms a reservation by the Customer in respect of a Serviced Apartment, a (contractually binding) relationship between the Customer and the relevant Partner comes into being. From the time that the reservation is confirmed, SA.nl will act as contact person and/or intermediary between the Customer and the selected Partner.

3.4 SA.nl will send the Customer a booking confirmation together with the invoice, and SA.nl will send the details of the booking to the Partner of the Serviced Apartment concerned so that the (personal) check-in (appointment) can be planned. This check-in will take place at the booked Serviced Apartment, or at another previously agreed location, and will be taken care of by the selected Partner of the Serviced Apartment that the Customer has booked.

3.5 During the stay of the Customer or the user, SA.nl will, regardless of which selected Partner the stay is with, continue to act as contact person in the field of all reservation-related questions (such as extensions, cancellations etc.). All questions or comments can be reported to SA.nl online, in writing or by telephone. If there are any questions concerning the Serviced Apartments (for example facilities issues) these can be taken up with the relevant Partner directly.

4. Prices and agreements

4.1 All fees on the SA.nl website are applicable per Serviced Apartment per night, and are shown exclusive of VAT and any other applicable taxes (subject to changes to such taxes), except if this is stated otherwise on the website or in the confirmation email. Mistakes and (printing) errors that are abundantly clear are not binding. SA.nl reserves the right to amend the fees and/or charge a surcharge.

4.2 The reservation services of SA.nl are free of charge for the Customer unless expressly agreed otherwise in writing. SA.nl will not charge any fees to the Customer for its services, or add any additional (reservation) supplements to the (daily) price. The Partner will pay SA.nl a remuneration for its services.

4.3 SA.nl will draw up a booking confirmation for every booking, in which, among other things, the rented property, the rental period and the price will be stated. In the booking confirmation the Customer will be informed of the price that is applicable at that time. This booking confirmation is binding. Possible or alleged inaccuracies in the booking confirmation must always be made known to SA.nl in writing or by email, no later than

ten (10) days after the date of the booking confirmation and before the commencement of the stay.

5. Cancellations, 'no-shows' and interim changes

5.1 By making a reservation with the Partner, the Customer agrees to the relevant cancellation and 'no-show' conditions of the Partner, and all additional conditions of the Partner that may be applicable to the reservation of the Customer or the stay of the Customer, or the third party or third parties designated by the Customer in advance, including the Internal Regulations. The Partner's cancellation and 'no-show' conditions will be available during the reservation process. The Customer should take into account that costs may be charged by the Partner for amending or cancelling the reservation in accordance with the Partner's cancellation and 'no-show' conditions. SA.nl advises the Customer to carefully read the Partner's cancellation and 'no-show' conditions before making the reservation.

6. Website and communication

6.1 No rights can be derived from the use of the SA.nl website. By visiting the SA.nl website, viewing the pages, making use of the website and/or making a reservation, the Customer acknowledges and agrees that he has read, understood and agreed to these General Terms and Conditions (including the privacy statement).

6.2 It is expressly forbidden to reproduce, publish or republish (a part of) the website of www.servicedapartments.nl, or to copy the information stated on it, without the prior written permission of SA.nl.

6.3 SA.nl will make every effort to offer the information that it publicises on the website in complete and up-to-date form. The information that SA.nl discloses in providing its services on ServicedApartments.nl is based on the information that the Partners provide to SA.nl.

6.4 The parties agree that agreements between the parties that have come about via electronic data traffic are binding, and that information sent via electronic data traffic has evidential value in possible legal proceedings in respect of agreements existing between the parties.

6.5 With the completion of a reservation, the Customer agrees that he will be sent an email and/or text message with information on the reservation shortly before the arrival date. The Customer gives SA.nl permission to provide the contact details to its Partners.

6.6 The pages, their content and infrastructure, and the online reservation service of the website (the 'service') are the property of, are administered by and are offered to the Customer

by SA.nl, and are only offered for the relevant personal, commercial use by the Customer, on the conditions stated below.

7. Liability

7.1 SA.nl is never liable for any form of damage suffered by the Customer, user, resident and/or third parties, unless the damage is the direct consequence of wilful misconduct or gross negligence on the part of SA.nl or third parties engaged by SA.nl. This exclusion of liability also particularly applies to direct and indirect (consequential) damage that has arisen as a result of computer-related problems.

7.2 SA.nl is not liable for damage to or loss of goods that are brought into the Serviced Apartment by the Customer, user, resident and/or third parties. This provision does not apply insofar as the damage or loss is attributable to wilful misconduct or gross negligence on the part of SA.nl or third parties engaged by SA.nl.

7.3 SA.nl is never liable for damage caused directly or indirectly to any persons or property as a direct or indirect result of any defect or any feature or circumstance on or in any moveable or immovable property which SA.nl is looking after, holding on a long or short lease or hiring, or which it owns or which is in any other way at the disposal of SA.nl, except if and insofar as the damage is the direct consequence of wilful misconduct or gross negligence on the part of SA.nl, or if SA.nl was aware of the defect at the time of entering into the Agreement.

7.4 Depending on the limitations as set out in these General Terms and Conditions, and to the greatest extent permitted by law, SA.nl will only be liable for direct damage incurred, paid or suffered by the Customer as a result of a demonstrable failure by SA.nl to perform its obligations in respect of the services offered, up to a cumulative amount of the cumulative costs of the booking as set out in the booking confirmation (for one occurrence or for a series of connected occurrences).

7.5 The Customer, user, resident and/or third parties who accompany him are jointly and severally liable for all damage to SA.nl and/or any third party that has arisen and/or will arise as a direct or indirect consequence of a non-performance (attributable failure) and/or unlawful act, including infringement of 'house rules' or conditions of use, committed by the Customer, user, resident or those who accompany them (excluding third parties engaged by SA.nl), as well as for all damage that is caused by any animal and/or any substance and/or any object of which they are the owner or which are under their supervision.

7.6 If there is an immediate threat of imminent damage, or if damage that has arisen threatens to become more extensive, including damage or imminent damage to piping, cables, ducts, gutters, drains, installations and equipment, then the Customer must report this to SA.nl immediately, and is obliged to take appropriate measures without delay to prevent and limit (further) damage in or to the Serviced Apartment. This particularly applies if there is or threatens to be damage as a consequence of any weather conditions. If the Serviced Apartment forms a part of a multi-occupied building or a housing complex, these obligations also apply in respect of the entire building or complex, and more particularly in respect of the communal areas. In these cases, immediate action by the Customer is only required when this may be reasonably expected of him.

8. Intellectual property rights

8.1 Unless stated otherwise, the software required for the services of SA.nl, or available on or used by the website of SA.nl and the intellectual property rights (including the copyrights) of the content and information of and material on the website of SA.nl are owned by SA.nl, its suppliers and its providers.

8.2 SA.nl retains exclusive ownership of all rights, titles and interest in and to (all intellectual property rights of) (the 'look and feel' (including infrastructure) of) the website on which the service is made available (including the guest reviews and translated content) and the Customer is not permitted to copy, scrape, (hyper/deep) link to, publish, promote, market, integrate, utilise, combine or otherwise use the content (including any translations thereof and the guest reviews) or the brand of SA.nl without express written permission. To the extent that the Customer would (wholly or partly) use or combine the (translated) content (including guest reviews) or would otherwise own any intellectual property rights in the website or any (translated) content or guest reviews, the Customer hereby transfers and assigns all such intellectual property rights to SA.nl. Any unlawful use or any of the aforementioned actions or behaviour will constitute a severe infringement of the intellectual property rights of SA.nl (including copyrights and database rights).

9. Privacy and cookies

9.1 SA.nl processes personal details of the Customer and, if applicable, the user designated by the Customer as a consequence of its service. SA.nl respects the privacy of the Customer and the user designated by the Customer. More

information on this is stated in the Privacy Conditions and Cookies Policy of SA.nl.

10. About ServicedApartment.nl B.V.

10.1 The company is registered in the register of companies of the Chamber of Commerce under registration number 63746751. Its VAT number is NL855382272b01.

11. Applicable law and disputes

11.1 The laws of the Netherlands are exclusively applicable to all legal relationships to which SA.nl is a party, even if a contract is wholly or partially executed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Convention is excluded.

11.2 The court in the place of business of SA.nl has the sole jurisdiction to hear disputes, unless mandatorily otherwise required by law. SA.nl BV is nevertheless entitled to submit a dispute to the court authorised by law. The parties will only make an application to the court after they have made every effort to resolve a dispute in mutual consultation.

12 General

12.1 The original Dutch version of these General Terms and Conditions has been translated into English. This is a service; the translated version is unofficial. In the event of a conflict or a discrepancy between the Dutch version and a translation hereof, the Dutch version applies as the definitive version to the greatest extent permitted by law. The Customer cannot derive any rights from the translated version. The Dutch and English versions of the General Terms and Conditions are available on our website.

12.2 If any article in these General Terms and Conditions or any part of the Agreement should be invalid at any time, or should become invalidated, then the other provisions of the General Terms and Conditions of the Agreement remain in force. The Parties will in that case come to an arrangement regarding the invalid or invalidated passage that most closely approaches the intentions which the Parties had with the Agreement and these General Terms and Conditions.

12.3 These General Terms and Conditions have been filed with the Amsterdam Chamber of Commerce under number [63746751]. The latest filed version and/or the version as it applied at the time of the legal relationship with SA.nl coming about will always be applicable.

Section II Additional rental provisions

13. Applicability of additional provisions

13.1 Supplementary to the provisions contained in article 1 to article 12 of these General Terms and Conditions, the provisions below are applicable to all services and offers that are made by SA.nl or with its mediation, to all reservations and to all Agreements in the situation that SA.nl itself acts as the lessor of the Serviced Apartment.

13.2 In addition to these additional rental provisions, the general provisions for reservation services of SA.nl are applicable to the above-mentioned reservations and agreements, unless departures from them have been expressly agreed upon in additional provisions or otherwise.

14. Scope of the service

14.1 In the situation that SA.nl itself acts as the lessor of the Serviced Apartment, a (contractually binding) relationship between the Customer and SA.nl comes into being once SA.nl confirms a reservation of the Customer in respect of a Serviced Apartment.

14.2 SA.nl will send the Customer a booking reservation together with the invoice. SA.nl will plan a (personal) check-in (appointment) in consultation with the Customer. This check-in will take place at the booked Serviced Apartment or at another previously agreed location.

14.3 During the stay of the Customer or the user SA.nl will, regardless of which selected partner is being stayed at, continue to act as the contact person in the field of all reservation-related questions (such as extensions, cancellations etc.). All questions or comments can be reported to SA.nl online, in writing or by telephone. If there are any questions concerning the Serviced Apartments (for example facilities issues) these can be taken up with the relevant Partner directly.

15. Prices and agreements

15.1 The rent of every Serviced Apartment includes:

- VAT in accordance with the guidelines of the VAT administration of the destination country;
- Reservation fees;
- Gas and electricity;
- Water usage;
- Any possible agreed additional service;
- Any possible additional levies.

15.2 All offers and tenders made by SA.nl in respect of the formation of an Agreement are non-binding and subject to the proviso 'on the basis of availability'. If, within a reasonable period to be determined as circumstances require after acceptance by the Customer, SA.nl evokes the aforementioned proviso, then the intended

Agreement will be considered not to have been formed.

15.3 No rights can be derived in any way from tenders and offers without a previously determined written acceptance period.

15.4 SA.nl can refuse to enter into an Agreement at any time and for any reason.

15.5 Agreements entered into by intermediaries (companies, organisations, relocators, estate agents etc.), whether or not in the name of their business associate(s), will be considered to have been entered into partly at the cost and risk of these intermediaries, unless expressly agreed otherwise in writing.

15.6 No commission, by whatever name, is payable by SA.nl to an intermediary, unless expressly agreed otherwise in writing. A combined tender for more than one Serviced Apartment does not oblige SA.nl to carry out a part of the assignment for a corresponding part of the specified price.

16. Deposit, payment and collection

16.1 Payment must always be made within thirty (30) days of the invoice date, but no later than the commencement date of the Agreement or service offered, in a manner to be specified by SA.nl, in the currency in which is invoiced, unless stated otherwise by SA.nl in writing. SA.nl is entitled to invoice periodically.

16.2 All invoices, including but not restricted to invoices in respect of cancellations, 'no-shows' or damage to the Serviced Apartment, are payable by the Customer at the time that they are presented to him.

16.3 If and insofar as payments are not made on time, the Customer is in default, without any notice of default being required. If the Customer is in default, then he must reimburse SA.nl for all collection costs, both judicial and extra-judicial.

16.4 If (interim) payments are not made on time, then SA.nl is entitled to immediately (prematurely) terminate the Agreement or service offered without a right to compensation or restitution.

16.5 SA.nl can at any time require the Customer to make a deposit via credit card authorisation up to a maximum of two months of the agreed rent, unless agreed otherwise in writing. Deposits or credit card authorisations received will be subject to proper accounting procedures. No interest will be payable on the outstanding amount of the deposit.

16.6 SA.nl may recover all sums owed by the Customer on any account out of the amount deposited in accordance with the aforementioned provisions. The balance must be repaid to the Customer no later than 2 months

after the return of possession of the Serviced Apartment.

17. Extensions, cancellations, 'no-shows' and early terminations

17.1 To avoid cancellation fees, cancellations of confirmed services to be offered must take place at least seven (7) days before the commencement date of the rented property or offered service. The cancellation fees for stays of less than one (1) month that are cancelled less than seven (7) days before the commencement date will amount to one (1) week's rent. The cancellation fees for stays of one (1) month or more that are cancelled less than seven (7) days before the commencement date will amount to a maximum of one (1) month's rent. SA.nl will endeavour to rent out the cancelled item again, so that the cancellation fees for the client may be reduced.

17.2 In the event of a 'no-show' the lessee will be obliged to pay for at least the entire rental period, with a maximum of one (1) month's rent. Unless agreed otherwise, SA.nl is entitled to consider the Agreement or service offered as cancelled in the event of a non-appearance or non-occupation of the rented property on the first day, without prejudice to the provisions of this article.

17.3 If a rental period is curtailed by the client without a previously agreed reason, then SA.nl will be entitled to charge the client for the entire remaining (rental) period, unless agreed otherwise in writing.

17.4 Extensions or options for extensions of a previously agreed (rental) period must be requested in writing or by email. Extensions are only valid if they are confirmed by SA.nl in writing or by email. Extensions will take place on the basis of availability. In some cases, differing agreements may apply. The client is aware of this, and agrees that no right whatsoever can be derived from a requested extension. Extensions or options for extensions must be confirmed no later than fourteen (14) days before the previously agreed check-out date. If this does not occur, then SA.nl is entitled to cancel the extension without notice to the contrary.

17.5 Options on a (new) reservation will remain open for a maximum of seven (7) days, and will subsequently be deleted without notice to the contrary, unless confirmed in writing and converted into a definitive reservation.

18. Conditions of use

18.1 The Serviced Apartment as described in the booking confirmation is only to be used for the specified and agreed (short) period. If the Customer, or the user designated in advance by

the Customer, uses or will use the Serviced Apartment as his (temporary) principle place of residence, so that the rental is no longer subject to VAT, then from the date on which the rental subject to VAT ends the Customer is obliged to pay to SA.nl, in addition to the rent, a separate amount in place of the VAT such that SA.nl is fully compensated for the VAT that is no longer deductible on the investments and running costs, and all other damage that SA.nl may suffer as a consequence of this.

18.2 The Customer must actually and properly use the Serviced Apartment (or allow it to be used) - for the entire duration - only in accordance with the stated purpose and in compliance with existing limited rights and with the conditions imposed or to be imposed by government agencies, the fire service and utilities companies on the use of the Serviced Apartment. The Customer or user will behave in accordance with the verbal or written instructions issued by or on behalf of SA.nl in the interests of the proper use of the Serviced Apartment and of the rooms, installations and facilities of the building or complex of which the Serviced Apartment forms a part. If the building or complex of which the Serviced Apartment forms a part is or will be divided into apartment rights, then the Customer or user is obliged to comply with the prescriptions arising from the deed of division, charter or regulations concerning its use.

18.3 Without the prior written permission of SA.nl, the Customer is not authorised to transfer the use of the Serviced Apartment, wholly or in part, to third parties except for the user designated by the Customer at the time of the reservation. Permission granted by or on behalf of SA.nl is non-recurrent, and does not apply to other or subsequent cases.

18.4 The Customer is not permitted:

- to keep animals in or adjacent to the Serviced Apartment that cause a nuisance;
- to discharge combustion gases in any other way than via the flues that are present, or to use air vents for this purpose;
- to cultivate cannabis or similar crops in the Serviced Apartment, to possess illicit drugs and/or to trade in them from the Serviced Apartment, or to carry out any other activity that is made punishable under the provisions of the Opium Act. Actions in contravention of this prohibition are of such a serious nature that this justifies the dissolution of the Agreement at the earliest possible date.

18.5 The Customer or user will not cause any hindrance or nuisance to those living nearby, and will ensure that third parties present with him with his approval, as well as their visitors, also do not do so.

18.6 The Customer or user will behave in such a manner and will use and maintain the Serviced Apartment in such a way as befits a good user.

18.7 With a view to allowing the stay in the Serviced Apartment to progress in as pleasant a manner as possible for all parties concerned, the user must adhere to the rules (of conduct) established for the Serviced Apartment as set out in the Internal Regulations. The Customer or user can request the Internal Regulations from the Partner at the time of the check-in. If desired by the customer, the Internal Regulations can be sent to the Customer on request immediately and free of charge. Infringement of the Internal Regulations can lead to removal from the Serviced Apartment without any restitution of the rent or a part thereof.

18.8 This Agreement is a rental agreement that, by its nature, is only of short duration within the meaning of article 7:232 paragraph 2 of the Dutch Civil Code. The Customer is explicitly aware that he cannot evoke the legal rent protection provisions.

18.9 The agreement entered into with SA.nl ends by operation of law on the date specified and agreed upon in the Agreement, without a prior notice of termination being required for this purpose.

18.10 Following the signature of such an Agreement or (written) booking confirmation of a service offered by SA.nl, the Customer is aware of and automatically agrees with the fact that on the agreed date the Serviced Apartment must be delivered and/or returned in the same condition as at the commencement of the Agreement. The condition of the Serviced Apartment at the commencement of the Agreement will be recorded in an inspection report to be drawn up and dated by both parties. If there is a defect at the commencement of the Agreement then this will be stated in the inspection report.

18.11 At the end of the Agreement the Customer will return the Serviced Apartment to SA.nl, or a third party to be designated by SA.nl, in the condition described at the commencement of the Agreement, except for normal wear and tear and ageing. Furthermore, the Serviced Apartment will be returned fully emptied, free of use and rights of use and properly cleaned, and all keys will be returned to SA.nl or a third party to be designated by SA.nl.

18.12 An amount is payable by the Customer to SA.nl for the time needed to carry out the maintenance work with a view to bring the Serviced Apartment into the proper condition, calculated from the date of the end of the Agreement and calculated according to the most recently applicable rent plus a charge for

additional supplies and services, without prejudice to the claims of SA.nl for reimbursement of further damage and costs.

18.13 The Customer is not permitted to alter or add anything to the interior or the appearance of the Serviced Apartment without the prior permission of SA.nl. Alterations will be taken to include the creation of holes in floors, ceilings or walls, partly in view of the temporary usage/character of the Serviced Apartment.

18.14 In accordance with the law and with this Agreement, the Customer is obliged to carry out minor repairs on or in the rented property, and SA.nl is obliged, at the Customer's request, to rectify the other defects, unless this is impossible or requires expenditure that cannot be reasonably required of the lessor in the given circumstances.

18.15 If one of the parties does not comply with his obligations arising from the Agreement, and this noncompliance justifies termination of the Agreement, then the parties are entitled to terminate the Agreement with immediate effect without any obligation to pay any compensation or damages. The Customer thereby automatically undertakes to deliver, return and empty the Serviced Apartment with immediate effect. In the event of liquidation, of (an application for) suspension of payment or bankruptcy, of attachment - if and insofar as the attachment is not lifted within three months - against one of the parties, of debt rescheduling or of other circumstances which causes the party to no longer have free disposal of his assets, the other party is permitted to cancel, terminate or annul the Agreement or service offered with immediate effect, without any obligation to pay any compensation or damages coming into existence.

18.16 The Customer is responsible for any additional costs (levies, surcharges etc.) that may arise from a registration by the Customer with the Municipal Personal Records Database at the address of the rented property.

19. Force majeure

19.1 Force majeure refers to any shortcoming that is not attributable to SA.nl because its cause lies outside of the control of SA.nl, which should be particularly understood to include: war, threat of war, riots, restricting measures by both domestic and foreign governments, the decease of one or more members of the Royal Family, fire, industrial action, failure of and damage to equipment and equipment operating systems, internet failures, floods, lockouts, sabotage and in general all unforeseen circumstances in the Netherlands and/or abroad as a result of which compliance

with the Agreement can no longer be reasonably required of SA.nl.