



# Terms and Conditions

## Amsterdam Farm Lodge

In these terms and conditions “You” or “Your” means the person named in the confirmation invoice. “We” or “Us” means the “Amsterdam Farm Lodge BV” at Meteorenweg 280, 1035 RN Amsterdam.

Please read these Terms and Conditions carefully before making your booking.

### **1. Your booking**

1.1 Your contract with us will begin when we issue you with your confirmation invoice. Your contract with us will be on the terms set out in these Terms and Conditions.

1.2 We may offer you the option of provisionally holding a booking if you contact us by telephone or email. We will let you know how long we are able to provisionally hold your booking for when you contact us– if you do not confirm your booking by that time, the accommodation will be released for general sale.

1.3 All bookings are formally confirmed when we issue you with your confirmation invoice. Your confirmation invoice will set out the accommodation you have booked, the dates of your booking, the total amount payable for your booking and the dates on which payments are due. We will issue you with your confirmation invoice by email or, if requested, by post.

1.4 You, as the person making the booking, will be responsible for all members of your party. You, as the person in charge of your party, must be at least 18 years old at the time of booking.

### **2. Paying for your accommodation**

2.1 We consider the booking confirmed as soon as the first payment was received by us. As long as we didn't receive a payment or if we didn't send you a definitive confirmation, your booking is not confirmed.

2.2 For bookings made more than 8 weeks prior to check-in you must pay us one 25% of the total amount for your booking at the time of booking. The payment for the remaining 75% is due by the date set out in your confirmation message (30 days prior to check-in).

2.3 For bookings made less than 8 weeks prior to check-in you must pay us the total amount for your booking at the time of booking.

2.5 If you do not make any payment by the date it is due, we will send you a reminder by post, by email or by telephone. If you fail to make the relevant payment within 24 hours after our notification, we will assume that you wish to cancel your booking. If this happens, your booking will immediately be cancelled and the cancellation charges set out in Section 4.2("If you want to cancel your booking") will apply.

### **3. Pricing for our accommodation**

3.1 We periodically review and amend the prices we charge for our accommodation. We will confirm the price of your accommodation at the time you make your booking and in your confirmation invoice.

3.2 All prices on our website include VAT and tourist tax. If the VAT rates and/or tourist tax change, we reserve the right to change our prices accordingly. VAT invoices can be provided on request.

3.3 All prices given in our brochures, by telephone or on our website include all charges for water, gas and electricity. Bedding and towels are included.

3.4 For each booking we ask for a safety deposit of €200,- for each apartment. The deposit can be paid before check in or at time of arrival. We can decide to give you no entrance to the apartment in case deposit was not paid for. Damages, missing objects or extra cleaning costs in case of extreme dirty apartments will be held from the safety deposit.

3.5 We will provide you with one key for the accommodation. In case the key is missing, we will charge you €35,- for making a new copy of the key.

### **4. If you want to cancel your booking**

4.1 Your contract with us is a contract for the provision of leisure accommodation on a specific date or dates and this means that you do not benefit from a "cooling off" period. We do, however, offer you the right to cancel your contract subject to the provisions of this section 4.

4.2 If you wish to cancel a confirmed booking you must let us know by email or in writing as soon as possible. Your booking will be cancelled with effect from the day we receive your email or written notification.

4.3 The closer your cancellation is to the start of your booking, the less likely we are to recover the loss of revenue by re-selling your accommodation. Our cancellation charges therefore increase as your check-in date approaches. For the purposes of the table below, the total amount means the total amount in relation to your booking, as set out in your confirmation invoice.

Cancellation charges:

- Cancellation more than 12 weeks before check-in date: €30,- to cover costs we incur in cancelling your booking.
- Cancellation until 30 days prior to check-in date: 25% of the total amount.
- Cancellation 30 days or less prior to check-in date: 100% of the total amount, minus VAT, tourist tax and cleaning fee.

**IMPORTANT NOTE:**

Reservations made on or after March 14 2020 (when WHO declared a pandemic), are not covered by 'Forced Circumstances' related to the Corona virus. ONLY if the government of your home country or the Netherlands bans international travel from or to the Netherlands or if we need to close due to government rules we offer free cancellation. To qualify for free cancellation you need to cancel at least 2 weeks before your date of arrival, or the travel ban should start less than 2 weeks before your arrival. In case of postponed events, cancelled flights, quarantine rules of your home country (when you return from your visit), quarantine rules of the Netherlands, the normal cancellation policy applies.

**5. If you want to change your booking**

5.1 If you want to change any detail of your confirmed booking you must let us know by telephone or by email as soon as possible.

5.2 Whilst we will do our best to accommodate you, we cannot guarantee that we will be able to meet any request for changes.

5.3 If we do change your booking you must pay us any additional costs due as a result of the change – we will confirm the amount of any additional costs due at the time we change your booking.

**6. If we need to change or cancel your booking**

6.1 We do not expect to have to make changes to your booking, however sometimes problems happen and bookings have to be changed or cancelled. We will only change or cancel your booking if

necessary to perform or complete essential remedial or refurbishment works or for other reasons unforeseen at the time you made your booking which are beyond our reasonable control.

6.2 If we do need to change or cancel your booking, we will do our best to offer you a suitable alternative booking. If we are not able to offer you a suitable alternative, or if you do not accept the alternative we offer, we will refund you the total amount you have paid us for the booking.

## **7. Visitor standards and behaviour**

7.1 We are an open minded company; we welcome people of all gender, race, sexual preferences, countries, colours. Therefore we ask you to visit us with an open mind.

7.2 We are part of an urban farming project which forms a community with other entrepreneurs and users. You should respect them and their businesses during your stay with us.

7.3 You will be provided with a welcome pack at your accommodation that contains important information about your stay with us. Please ensure that you and your party read the welcome pack carefully on arrival. You must also ensure that you and your party familiarise yourselves with the layout of the accommodation and the location of the fire exits.

7.4 You must only use the accommodation for the purposes of your holiday. You must not use the accommodation for any other purpose, including for any business purposes, without our prior written consent.

7.5 You must keep the accommodation and its contents clean and tidy and leave them in the same condition as when you arrived. We request noise to be kept to a minimum between the hours of 10pm and 8am.

7.6 Smoking is not permitted in any part of your accommodation, this includes electronic cigarettes and shisas. You and your party must not smoke inside your accommodation. You and your party must not use candles, fireworks or Chinese lanterns at your accommodation. Smoking inside the apartment, the use of candles, fireworks, Chinese lanterns or any other irresponsible behaviour might lead to an immediate eviction of you and your party without any refunds.

Smoking is allowed on the terrace. There are ashtrays for the cigarette buds. It is not permitted to throw cigarette buds on the ground. Do not smoke in front of open windows. In case we notice you have smoked inside the accommodation, we shall charge you with a €200,- extra cleaning fee.

7.7 It is not allowed to cover or touch the smoke and fire detectors. Covering the smoke and fire detectors will lead to an immediate eviction of you and your party without any refunds. Please be

aware that you put yourselves and others in danger when you sabotage our smoke and fire detectors.

7.8 Open fire and campfires are not allowed. You are allowed to use the barbeque that is provided. Leave it clean and tidy after using, so others can make use of it as well.

7.9 No pets are permitted at our properties. Assistance dogs are permitted at our properties, however you must notify us at the time of booking if you wish to bring an assistance dog with you.

7.10 The use of drugs (hard drugs and soft drugs, that includes marihuana) is not allowed in the accommodation and on our grounds.

7.11 Please note that if you do not comply with the standards and behaviours set out in this Section 7 we may need to exercise our rights under Section 12 ("Our right to evict").

## **8. Maximum occupancy for your accommodation**

8.1 Under no circumstances may more than the maximum number of persons stated in the website occupy the accommodation. We reserve the right to refuse admittance if this condition is not observed. The maximum number of person that may occupy the property is the amount of persons for which the booking was made. If you want to bring extra persons, you should let us know on forehand. Note that extra costs will be charged for extra persons. Any persons other than members of your party must not use the facilities of the Amsterdam Farm Lodge, unless prior written consent has been obtained by us. To exceed the maximum number of persons in the property overloads the facilities available which are not designed or capable of supporting additional usage, and can lead to extensive and expensive damage and could be in violation of our operating license.

## **9. Damage to the accommodation or its contents**

9.1 If you discover that anything is missing or damaged on arrival at your accommodation, please let us know as soon as possible. If you do not notify us we will assume that you caused the relevant damage or loss.

9.2 You will be responsible for the cost of any accidental damage you or your party cause to the property or its contents in excess of €100.

9.3 You will be responsible for 100% of the cost of any non-accidental damage you or your party cause to the property or its contents. Any loss or damage caused by your failure to meet the requirements set out in these Terms and Conditions or in your welcome pack, will be considered non-accidental damage.

## **10. If you have a problem or complaint**

10.1 We ensure that our accommodation is of a good quality. However, if you have problems with your accommodation, please contact us immediately and give us the opportunity to resolve this. We will work with you to ensure that any complaints are investigated and resolved as quickly and efficiently as possible.

10.3 Please note that we will not tolerate written, verbal or physical abuse against any of our employees or representatives.

## **11. Our access rights**

11.1 Our employees or contractors may need access to your accommodation if there is an unforeseen problem, to investigate a complaint you have submitted or to perform certain routine property checks. If this happens, we do our best to inform you in advance of the date and time when we need access.

11.2 Our employees or contractors will have to have access to the accommodation to clean or to provide another service.

11.3 If for any reason we need access to your accommodation, we will always try to access the accommodation at reasonably appropriate times (except in case of an emergency).

## **12. Our right to evict**

12.1 We can terminate our contract with you and ask you to leave your accommodation immediately (without any compensation being due) when:

(a) we believe that you or your party have committed a serious violation of these Terms and Conditions; (b) we believe that your or your party's conduct endangers the safety of our guests, visitors, contractors or employees; (c) complaints about antisocial or unacceptable behaviour are directed against you or your party; (d) you or your party cause an unreasonable amount of damage to the property or its contents; or (e) you exceed the maximum occupancy limit for your accommodation.

## **13. Our liability to you**

13.1 When we do not meet these conditions, we are responsible for any loss or damage you may suffer as a result of our breach of these Terms and Conditions or our gross negligence. We are not responsible for any loss or damage that is not foreseeable. . Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was considered by you and us at the time of entering into this contract.

#### **14. Events outside our control**

14.1 We are not responsible for non-compliance with our obligations under these Terms and Conditions that are caused by an event beyond our control.

14.2 An event beyond our control means any action or event beyond our reasonable control, including without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of a terrorist attack, war or threat of war, civil unrest, revolt, invasion or failure of public or private telecommunications networks.

#### **15. Some practical information for your stay**

15.1 The check-in and departure times are stated on your confirmation notice. Normally check-in is possible from 3 pm on the first day of your stay and departure is required before 11 am on the last day of your stay. If you do not leave the property with the required departure time, we reserve the right to charge a late check out to cover any costs.

15.2 In case you left your belongings in the accommodation after check-out, please contact us as soon as possible.