



# 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 in advance you must pay us one 25% of the total amount payable for your booking at the time of booking. We must then receive the balance by the date set out in your confirmation message.

2.3 For bookings made less than 8 weeks in advance 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.

2.6 We reserve the right to change or withdraw a promotional offer at any time by amending or removing details of these offers from the relevant sections of our website. Where we are unable to provide you with a discount or offer on your booking due to this offer having been withdrawn or amended:

(a) where we have not processed your order, we will e-mail you to notify you the offer is no longer available, and cancel your booking; or

(b) where your order has already been processed, we will notify you by e-mail that the discount or offer is no longer valid, and provide you with a refund of any monies you have already paid.

### **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. If the VAT rates 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.

3.4 For each booking we ask for a safety deposit of €200,- for each apartment. The safety deposit must be paid at least 7 days prior to arrival. The safety deposit will be returned within 7 days after check-out in case there was no damage in the apartment. Damages or missing objects 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 €25,- 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 cost of your booking by re-selling your accommodation. Our cancellation charges therefore increase as your start date approaches. For the purposes of the table below, the total cost means the total amount payable in relation to your booking, as set out in your confirmation invoice.

##### Number of days prior to holiday start date Cancellation charge for bookings under ‘semi-flexible’ conditions

Within 48-hours after booking and more than 12 weeks before arrival – an administration fee of €30,- to cover costs we incur in cancelling your booking.

Less than 12 weeks and more than 8 weeks - 25% of the total amount except for tourist tax and cleaning fee  
Less than 8 weeks and more than 1 week - 50% of the total amount except for tourist tax and cleaning fee  
Less than 1 week – 100% of the total amount except for tourist tax and cleaning fee

##### Number of days prior to holiday start date Cancellation charge for bookings under ‘non-refundable’ conditions

Within 48-hours after booking– an administration fee of €30,- to cover costs we incur in cancelling your booking.

More than 48 hours after booking until check in date- 100% of the total amount except for tourist tax and cleaning fee.

#### **IMPORTANT NOTE:**

Reservations made on or after March 14 (when WHO declared a pandemic), 2020 are not covered by ‘Forced Circumstances’ related to the Corona virus. Coronavirus-related conditions that are not covered include: transportation disruptions and cancellations, travel advice and obligation, health advice and quarantines, changes in applicable law and other government measures such as

evacuations, border closures, a ban on short-term rental and the requirement to stay indoors. The cancellation policy that you've booked for applies. ONLY if you have booked our standard rate and you're not able to travel to us due to government restrictions of the Dutch government or the government of your home country concerning the COVID-19 pandemic, we offer you to change your dates free of charge or to have your cancellation fee as a discount for a new booking within a year.

## **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 rental costs due as a result of the change – we will confirm the amount of any additional rental costs due at the time we change your booking. If your rental costs are lower as a result of the change – we will refund you the difference 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.

6.3 If we do need to change or cancel your booking under this Section 6, we will only be responsible for foreseeable losses that you suffer as a result of that change or cancellation and we will not be responsible for any unforeseeable losses you suffer as a result of that change or cancellation. A loss is foreseeable if it is an obvious consequence of our change or cancellation of your booking or if it was contemplated by you and us at the time we entered into this contract.

## **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. You are responsible for the property and are expected to take all reasonable care of its furniture, pictures, fittings and effects, in or on the property.

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. 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.

In case the fire alarm goes off due to smoking, candles, fireworks, lanterns, careless behaviour or is set to go off deliberately, you will be fined €1500,-. 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 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.

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 Unfortunately, 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, 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.

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

9.1 If you discover that anything is missing or damaged on arrival at your accommodation you must notify us immediately on 0031614386127. 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) if:

(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 visitors 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 If 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 negligence, but 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 invoice. Normally check-in is possible from 3 pm on the first day of your stay and departure is required before 10 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 If you forget your belongings in your accommodation, please contact us as soon as possible.