

## **GENERAL TERMS AND CONDITIONS OF CITYDEN B.V.**

**These general terms and conditions are applicable to all Bookings and agreements made with (1) Cityden B.V. and (2) Cityden Zuidas B.V., as defined in article 1, and to every agreement between the Lessee and the Lessor.**

### **Article 1. DEFINITIONS**

In these general terms and conditions the following terms have the following meanings:

- (1) Lessor: Cityden B.V., a private company with limited liability with its registered seat in Amsterdam, and its principal place of business in Amsterdam, at Keizersgracht 125, 1015 CJ, listed in the commercial register under number 30283637;
- (2) Lessor: Cityden Zuidas B.V., a private company with limited liability with its registered seat in Amsterdam, and its principal place of business in Amsterdam, at Keizersgracht 125, 1015 CJ, listed in the commercial register under number 65240243;
- Lessee: every party that submits a request rent tot the Lessor – whether via the Website or not – and every party that signs the rental agreement;
- Booking: every agreement entered into between the Lessor and the Lessee for the short stay rent of (housing) accommodation and extra services;
- Website: the website of the Lessor: <http://www.cityden.com>;

### **Article 2. BOOKINGS**

All rates mentioned on the Website are subject to availability and alteration and may be subject to a minimum night stay. All discounted rates are limited offers and subject to availability and a minimum night stay. The Lessee is advised to check thoroughly the rate details before making an online reservation. While every effort has been made to ensure the accuracy of all information, Lessor cannot be held liable for any errors or omissions in that information, such as housing descriptions and/or rates.

A Lessee can make a Booking for housing accommodation and, if any, extra services by the Lessor via Website, e-mail, or telephone.

Agreements entered into by intermediaries (companies, relocators, estate agents etc.), whether or not on behalf of their relation(s), will be

deemed to have been entered into at the risk of such intermediaries, unless expressly otherwise stated in the Booking. The Lessor will not owe intermediaries any fees of any kind, unless expressly stated in the Booking.

Upon Booking a security deposit has to be paid. A Booking will only be confirmed when the security deposit is paid by the Lessee. The security deposit varies per Booking and will be mentioned in each offer made by the Lessor. The security deposit will be refunded at the end of the rent as soon as the Lessor has established that the Lessee has fulfilled all its obligations under the agreement and these general terms and conditions. In the event of outstanding payment obligations of the Lessee to the Lessor, the Lessor will deduct the outstanding payment obligations from the security deposit, after which the balance, if any, will be refunded. No interest is paid on the security deposit.

By making a Booking the Lessee expressly declares that he has read, understood and accepted these general terms and conditions. Unless agreed otherwise in writing, the applicability of the Lessee's general terms and conditions, if any, is expressly excluded. The Lessor reserves the right to add additional conditions for each individual rental agreement or individual service.

The leased property may only be used as described in the Booking, for the definite agreed short period. The Lessee expressly declares to be aware of the temporary use/nature of the leased property and agrees in advance to the fact that he must leave or return the used property at the end of the agreed term. The agreement ends by operation of law on the agreed date as stated in the agreement, without prior notice being required.

### **Article 3. CANCELLATION**

An agreement between the Lessor and the Lessee can be cancelled at no cost until 14 days before the first day of the agreed rental period. To cancel any Agreement the Lessee has to contact the Lessor as soon as possible in written form. In the event of cancellation within 14 days before the first day of the rental period, the cancellation charge is 100% of the agreed rent for the rental period, unless otherwise stated in the offer and/or when a third party cancellation policy is applicable to the Booking.

#### **Article 4. PAYMENT**

At the moment of the Booking, a full pre-payment of the rent, including the final cleaning costs and any optional services, is required, as well as the security deposit as mentioned in article 2. The Lessor accepts payments by a valid credit card, such as MasterCard, Visa and American Express (with additional surcharge of 3% of the rent), or by transfer to it's bank account. A valid credit card is a credit card that has an expiry date that is later than the date on which the intended rent will end. Other ways of payment are only allowed after written approval of the Lessor. The payment is to be made in Euro (€) only. The rates mentioned on the Website do not include VAT and other government levies and taxes. Objections against invoices or complaints with respect to the services delivered by the Lessor are only taken into consideration, if these objections are made known to the Lessor by registered mail, within 8 days after receipt of the invoice. Expressing a complaint does not release the Lessee from it's payment obligations. We reserve the right to account for all outstanding amounts using the deposit after termination of the contract.

#### **Article 5. USE OF THE ACCOMMODATION**

On the first day of the rental period (an authorized representative of) the Lessor will meet the Lessee at the accommodation. A specific time for that meeting has to be determined by parties at least 48 hours prior to check-in. The normal check-in time is 14:00 P.M. (GMT +1). The Lessor will hand over the keys of the accommodation to the Lessee and will do the check-in. For arrivals after 18:00 PM (GMT +1) additional fees will be charged.

On the day of departure (an authorized representative of) the Lessor will meet the Lessee at the accommodation. A specific time for that meeting will be determined by the parties. The normal check-out time is before 11:00 AM (GMT +1). The Lessee will return all keys and the Lessor will do the check-out. The Lessee has to deliver the accommodation in the same condition it was when the accommodation was made available to the Lessee. If the Lessee does not deliver the accommodation in a clean state according to the Lessor or if repairs of the accommodation are necessary according to the Lessor, the costs that the Lessor has to make for cleaning or repairs will be borne by the

Lessee. Minor damages caused by normal use will be borne by the Lessor.

The Lessee has the obligation to personally use the accommodation. The Lessee is not allowed to sublease the accommodation to third parties. The Lessee is obliged to use the accommodation in a normal manner, in accordance with the Booking and these general conditions, and to refrain from causing third parties or the Lessor any nuisance. For that reason the Lessee is not allowed to play a musical instrument, to have pets or to smoke in the accommodation. The use of drugs like smoking marijuana etc. is strictly prohibited in and outside the premises (balcony, garden and in front of the building) and in the apartment. When the use of drugs is noticed, the lessee will lose the full safety deposit and the lessee will be expelled from the apartment. All lessors apartments, suites and Amsterdam hotel rooms are required by law to be non-smoking and drugs free.

The accommodation is rented furnished. Upon delivery by the Lessor to the Lessee an inspection report will be drawn up with a list of the present fixtures and fittings. The Lessee has the obligation to take the required measures to avoid damage to the accommodation and the fixtures. Upon commencement of the leasing period, the Lessor will put up or attach house rules and/or user instructions or will make these available in writing. The Lessee has the obligation to comply with the house rules. If the Lessee fails to comply with these obligations, this will be considered as an attributable failure that justifies termination of the agreement.

The Lessee will inform the Lessor as soon as possible of any damage to the accommodation. If the Lessee violates this obligation to warn, the Lessee will be liable for all damage.

The Lessee is liable for all damage to the accommodation caused by the Lessee's failures in its obligations under the agreement. All damage to the accommodation is considered to have been the result of failures of the Lessee in the performance of its obligations under the agreement. The Lessee is not allowed to make any alterations in or to the accommodation, unless the Lessor has given its previous written consent. The Lessee is responsible for all damage that results from any (minor) alterations, for example affixing nails, screws and stickers.

We would like to inform you that there will be access to the apartment without prior notification when there has been given the cancellation notice for the apartment.

The Lessee forfeits the rights with respect to its personal belongings that the Lessee leaves behind in the accommodation upon delivery. The Lessor is entitled to remove these items (or to have them removed). The costs of removal are to be borne by the Lessee. The Lessor is not obliged to carry out maintenance to the items left behind and cannot be held liable for any damage of these items.

Any insurance for theft or household inventory remains in the lessee's hands and the lessor do not take the responsibility for possible losses.

#### **Article 6. SUBSTITUTION**

The Lessee is not allowed to substitute another party in its place, unless he has the Lessor's written permission. The Lessor is entitled to transfer the agreement and all the rights and obligations that arise from that agreement to a third party. The Lessee grants permission for a possible transfer in advance.

#### **Article 7. LIABILITY**

Any liability of the Lessor is limited to the amount, which is paid by the Lessee for the accommodation and extra services under the agreement. If and insofar any liability of the Lessor is covered by insurance and a higher amount (than stated in the previous clause) is paid by the insurance company to the Lessor, this amount shall be paid to the Lessee.

The Lessor is not liable for any damage to goods or to the Lessee, users or visitors of the Lessee or other third parties, caused by any defect in the accommodation as a result of weather conditions like floods, natural disaster or other calamities. The Lessor is not liable for any damage as a result of housebreaking of anything such kind. Any insurance for theft or household inventory remains in the tenant's hands and we do not take the responsibility for possible losses.

The lessor does not incur liability for damages, including spam, virus, and spy – software resulting the use of the lessor's (internet) network. In no event will the Lessor or its employees or representatives be liable (neither by contract, nor arising from a wrongful act) for any indirect damage or consequential damage, including (but not limited to) loss of

profit or turnover.

The parties agree that the Lessor is not obliged to any indemnification of the Lessee, nor to any assistance of the Lessee, in the event that any action is instituted against the Lessee by a third party which directly or indirectly results from the agreement, the foregoing irrespective of the legal ground on which such an action is based.

#### **Article 8. FORCE MAJEURE**

Unforeseeable circumstances and/or force majeure gives the Lessor the right to break the agreement in whole or in part, without any notice period and cancellation fee to the Lessee.

In that case the Lessor cannot be held liable in any way for the non-performance of its obligations nor for any damage that the Lessee might suffer as a result of those unforeseeable circumstances and/or force majeure.

#### **Article 9. TERMINATION AND ADDITIONAL GUARANTEES**

The Lessor is entitled to terminate the agreement, also if partially carried out, without notice of default being required or to demand additional guarantees:

- (a) in the event of bankruptcy, administration order, serious erosion of the creditworthiness or the death of the Lessee;
- (b) if the Lessee does not fulfil its obligations under the agreement, the services and these general terms and conditions, in particular the provisions in article 5 of these conditions;
- (c) if the Lessee does not actually make use of the accommodation any longer.

The Lessee indemnifies the Lessor against all possible claims that result from the aforementioned circumstances described in this article. In the event of (interim) termination of the agreed period, the Lessee will not be entitled to compensation of any kind.

#### **Article 10. LATE AVAILABILITY**

If the accommodation cannot be made available by the Lessor to the Lessee on the agreed date, because:

- (a) the accommodation was not ready in time for rent; or
- (b) the former Lessee did not vacate the accommodation in time; or (c) another cause, also including force majeure situations, that prevents the availability of the accommodation,

the Lessee will not owe any rent for the duration of the delay. Other obligations under the agreement to which the Lessee is subject, will be suspended accordingly. The Lessor is not liable for the damage that the Lessee suffers as a result of the delay, unless in the event of gross fault or gross negligence.

The Lessor informs the Lessee as soon as possible of the impending delay. At the moment that the delay is solved and the accommodation are made available to the Lessee, the obligations that arise from the rental agreement revive for the Lessee. As from the moment the accommodation are made available, the Lessee therefore has to pay the rent again.

#### **Article 11. PENALTY CLAUSE**

If the Lessee fails in the performance of the agreement and the failure continues in spite of a written notice of the Lessor to resolve the failure, the Lessee owes a penalty of € 250,- per day for each day that the failure continues. The Lessor also retains its right to compensation and termination, without notice of default being required.

#### **Article 12. ACCESS TO THE ACCOMMODATION**

If the Lessor (or its authorized representatives) wishes to enter the accommodation for a viewing, valuation, future rent or repair of the accommodation and wishes to have the work carried out, the Lessor will always be entitled to do so. The Lessor will carry out repairs as much as possible during working days between 9:00 AM and 17:00 PM.

In the event of long-term absence of the Lessee, e.g. holidays, the Lessee makes sure that the Lessor has access to the accommodation for the purposes of the aforementioned viewings and/or work. When the occasion arises the Lessee informs the Lessor in which way the Lessor can get access to the accommodation.

#### **Article 13. MANAGEMENT**

Except in the event of other written notices, the Lessor acts as property manager of the accommodation. The particulars of the Lessor are: Cityden B.V., Keizersgracht 125, 1015 CJ Amsterdam, telephone: +31 (0)20 – 30 80 295, e-mail: info@cityden.com.

#### **Article 14 AMENDMENTS, NULLITY OF GENERAL PROVISIONS**

Any amendment to this agreement will only be made in writing.

The nullity of any provision of these general terms and conditions will not have any effect on the validity and/or enforceability of other provisions and will therefore not lead to the nullity of these provisions. The Lessor reserves the right to amend its general terms and conditions if the Lessor considers this necessary and/or if this is necessary in connection with the activities of the company.

#### **Article 15. DOMICILE**

The Lessee elects domicile at the address of the accommodation. Only if the actual address of the Lessee is evident from the agreement, domicile may also be elected at that address. The Lessor elects domicile at the actual address as stated in the agreement. The Lessor may also elect domicile at the place where the Lessor has its registered office, if that place is also evident from the agreement.

#### **Article 16. TAXES**

All services agreed upon and provided by the Lessor are subject to the applicable statutory turnover tax. In addition, in certain cases, local taxes may be applicable, such as but not limited to tourist tax. All taxes will be itemized on the invoice.

In the event that the Lessee uses the leased property as his main residence or is going to use it as such, as a result of which the lease will no longer be subject to turnover tax, the Lessee will owe the Lessor a separate compensation instead of the turnover tax that fully compensates the latter for the fact that the turnover tax on the investments and exploitation costs will no longer be deductible and all other loss that the Lessor will suffer as a result of the above.

#### **Article 17. APPLICABLE LAW AND DISPUTES**

Dutch law is applicable to the agreement and to these general terms and conditions. All disputes that might arise between the parties, will be settled by the Court in Amsterdam.

We encourage all prospective guests to talk to us about any special accommodation requirements they may have. We will be pleased to discuss our most appropriate accommodation solutions with the aim of making all guests' stay as comfortable as possible

No rights can be derived from the offers or rates mentioned on the website aside from the booking confirmation. Bookings will be subject to change in case of unavailability