

STAYOKAY GENERAL TERMS AND CONDITIONS 2024

Article 1 Definitions

The Stayokay General Terms and Conditions are derived from the Uniform Terms and Conditions for the Hotel and Catering Industry ('Uniforme Voorwaarden Horeca'). These are the conditions under which hotels, restaurants, cafes, and related companies established in the Netherlands provide accommodation and meals and conclude agreements.

In the Stayokay General Terms and Conditions, including the offers and agreements to which these General Terms and Conditions apply, the following terms have the following meaning:

- 1.1 **Hospitality Company / Stayokay**
The natural or legal person or company that makes its business from providing hospitality services. This concerns Stayokay, including all of its hostels.
- 1.2 **Host**
The person who represents a hospitality company when concluding and executing hospitality agreements.
- 1.3 **Provision of hospitality service(s)**
The provision of accommodation and/or food and/or drinks and/or the provision of (meeting) space and/or terrain by a hospitality company, including all associated activities and services, and everything in the broadest sense of the word.
- 1.4 **Customer**
The natural or legal person or company that has concluded a hospitality agreement with a hospitality company.
- 1.5 **Guest**
The natural person(s) to whom one or more hospitality service(s) must be provided on the basis of a hospitality agreement concluded with the customer. Wherever the General Terms and Conditions refer to guest or customer, this means both guest and customer, unless the content of a particular provision and its purport make it apparent that only one of these terms is applicable. In this General Terms and Conditions, any references to the masculine gender shall include the female or any other gender identity.
- 1.6 **Hospitality Agreement**
An agreement between a hospitality company and a customer regarding one or more hospitality services to be provided by a hospitality company at a price to be paid by the customer. The term booking or reservation is sometimes used instead of hospitality agreement.
- 1.7 **Booking Value**
The value of the hospitality agreement, which is equal to the total expected turnover of a hospitality company including any tourist tax and VAT in respect of a hospitality agreement concluded with a customer, whereby the expected turnover is based on the averages applicable to that hospitality company.
- 1.8 **No-show**
The non-appearance without cancellation of a customer or guest with regard to a hospitality service to be provided on the basis of a hospitality agreement.
- 1.9 **Group**
A group of 21 or more guests to whom hospitality services must be provided by a hospitality company under one or more hospitality agreements regarded as connected. In exceptional cases, the definition for a group applies to groups of 11 people or more. This is explicitly stated in the agreement.

- 1.10 Effective Date
The booked arrival date for a group or individual guest. This may either be for an overnight stay or a day meeting.

Article 2 Applicability

- 2.1 The Stayokay General Terms and Conditions apply to the conclusion and content of all agreements between Stayokay and third parties, as well as to all offers or quotations and requests for bookings with regard to the conclusion of these agreements, to the exclusion of all other general terms and conditions. If, in addition, other general terms and conditions apply, the Stayokay General Terms and Conditions will prevail in the event of a conflict.

Article 3 Conclusion of agreements

- 3.1 All offers made by Stayokay with regard to the conclusion of an agreement are without obligation and under the suspensory condition that there is sufficient stock or capacity to carry out the booking. If a hostel appeals to the aforementioned suspensory conditions on behalf of Stayokay within a reasonable period to be determined according to the circumstances, the agreement will be deemed not to have been concluded.

Article 4 Option right

- 4.1 An option right is the right of a customer to unilaterally conclude the hospitality agreement by simply accepting a valid offer from Stayokay.
- 4.2 An option right may only be granted in writing. An option right may be agreed for a definite or indefinite period of time. An option right lapses if the option holder has indicated that they do not wish to make use of an option right or if the fixed term has expired without the option holder having indicated that they wish to make use of the right of option.
- 4.3 An option right cannot be revoked by Stayokay, unless another potential customer makes Stayokay an offer to conclude a hospitality agreement with regard to all or part of the optionally outstanding hospitality services. In such a case, the option holder must be informed of this offer by Stayokay, after which the option holder must indicate within a period to be set by Stayokay whether or not they wish to make use of the option right. If the option holder does not indicate that they wish to make use of the option right within the set period, the option right will lapse.

Article 5 General rights and obligations of Stayokay

- 5.1 Without prejudice to the provisions set forth in the following articles, Stayokay is obliged by the agreement to provide the agreed services at the agreed times by the hostel in the usual manner.

The above obligation does not apply in the event:

- a. force majeure on the part of Stayokay as referred to in Article 11 applies;
 - b. the guest does not appear or is more than an hour late on the agreed date and time;
 - c. the customer and/or guest does not pay the deposit/interim payment referred to in Article 8 in due time;
 - d. the customer, despite a request to that effect, does not provide a turnover guarantee within the period set by Stayokay for this purpose;
 - e. the customer and/or guest in any other way and for whatever reason does not fully meet all the obligations towards Stayokay.
- 5.2 The hostel is not obliged to take receipt of and/or retain any good of the guest. The above implies that Stayokay shall not be responsible and/or liable for damage to or loss or theft of

any good of the guest that Stayokay rejected to take receipt and/or retain. If Stayokay charges any amount to the guest for the receipt and/or retention of goods, Stayokay must watch those goods with due care, without prejudice to the provisions of Article 9.

- 5.3 Pets are not permitted in the hostels, with the exception of assistance dogs and dogs during the 'Bring Your Dog' promotion weeks in selected hostels.
- 5.4 If the guest violates the house and/or conduct rules, or otherwise behaves in such a way that peace and order in Stayokay hostels and/or the normal operation thereof is disturbed, Stayokay is entitled to terminate the provision of hospitality services to a guest at any time without notice. In such a case, the guest must leave the Stayokay hostel on first request. Stayokay may only exercise these powers if, in the reasonable opinion of Stayokay, the nature and seriousness of the violations committed by the guest give sufficient reason to do so.
- 5.5 If the customer does not fully meet all obligations towards Stayokay for any reason, then Stayokay is entitled to suspend the services.
- 5.6 Stayokay is entitled to require the guest and/or customer to settle for other (meeting) space and/or room(s) and/or terrain(s) in or owned by the hostel than should be made available according to the agreement entered into, unless such a request is clearly unfair and should be considered too inconvenient for the guest. In the latter case, the guest and/or customer has the right to terminate the agreement to which the aforementioned wish of Stayokay relates with immediate effect, without prejudice to their obligations under other agreements. If Stayokay saves expenses by providing other (meeting) space and/or room(s) and/or terrain in/owned by the hostel than should be made available according to the agreement, the guest and/or customer is entitled to the amount of these savings. For all other cases, Stayokay will never be obliged to pay any compensation.
- 5.7 After consultation with the local authority, Stayokay is entitled to dissolve the hospitality agreement out of court in case of well-founded fears of disturbance of public order. In case Stayokay exercises this right, Stayokay will not be obliged to pay any compensation to the customer.

Article 6 General rights and obligations of the guest

- 6.1 The guest is held to comply with the house and conduct rules applicable in Stayokay hostels and to follow the reasonable instructions of Stayokay. Inside the hostels, the house rules will be placed in a clearly visible location or will be provided to the guest in writing.
- 6.2 The guest is held to lend cooperation in reasonable requests from Stayokay within the framework of its statutory duties regarding, among other things, safety, identification, food safety/hygiene, and limitation of nuisance.
- 6.3 Persons under the age of 18 are not allowed to stay in a shared room / dormitory. In private rooms, underage persons are only allowed to stay overnight in the company of an adult. Persons aged 16 or 17 may also stay in a private room without being in the company of an adult, provided that they can present a consent form upon arrival at the hostel, completed and signed by the legal parent or guardian, including a copy of the parent's ID. This condition does not apply to underage people traveling in a group and accompanied by one or more adult group leaders.
- 6.4 Guest may stay at the same location for a maximum of 7 consecutive nights. Guests are not allowed to stay at the same location again within 30 days of check-out.

Article 7 Cancellations

- 7.1 If a customer and/or guest does not arrive within an hour after the agreed time, the customer and/or guest is deemed to be a no-show and he shall then be liable to pay the booking value. If the customer and/or guest arrives an hour (or later) after the agreed time, Stayokay may charge the booking value or still execute the hospitality agreement and demand full compliance from the customer and/or guest with respect to the hospitality agreement.
- 7.2 Cancellation of a booking made via Stayokay.com must be cancelled via the cancellation form on the [website](#). Cancellation of a booking made via an external booking platform must be cancelled on the external booking platform. Cancellation of a booking made via any other channel must be made in writing by email to Stayokay. The customer and/or guest cannot derive any rights from a verbal cancellation.
- 7.3 In case of a no-show, the customer and/or guest will in all cases be obliged to pay the booking value. In the event that a guest, or a group of guests, wants or has to leave earlier, for whatever reason, there is no right to a full or partial refund.
- 7.4 If not all agreed (meeting) space, room(s) and/or terrains and/or meals are cancelled, the cancelled (meeting) space, room(s), and/or terrains and/or meals are subject to the provisions stated below.
- 7.5 Cancellations by groups
- 7.5.1 When a reservation has been made for a group (21 persons or more) staying overnight at Stayokay then the following applies to the cancellation of that reservation:

For all hostels in Amsterdam, The Hague, Maastricht, Rotterdam and Utrecht Centrum:

- Groups may cancel free of charge up to 41 days before the effective date.
- Groups may cancel 10% of the total number of booked persons free of charge up to 7 days before the effective date.
- The following cancellation fee will be charged:
 - 50% of the booking value per person will be charged between 28 and 40 days before the effective date.
 - 75% of the booking value per person will be charged between 15 and 27 days before the effective date.
 - 90% of the booking value per person will be charged between 8 and 14 days before the effective date.
 - 100% of the booking value per person will be charged between 0 and 7 days before the effective date.

The cancellation fee is determined on the booking value as it is on the first day the cancellation fee is applicable, so 40 days before the effective date.

For all other hostels (other than Amsterdam, The Hague, Maastricht, Rotterdam and Utrecht Centrum), the following applies:

- Groups may cancel free of charge up to 61 days before the effective date.
- Groups may cancel 10% of the total number of booked persons free of charge up to 7 days before the effective date.
- The following cancellation fee will be charged:
 - 50% of the booking value per person will be charged between 41 and 60 days before the effective date.
 - 75% of the booking value per person will be charged between 22 and 40 days before the effective date.
 - 90% of the booking value per person will be charged between 8 and 21 days before the effective date.
 - 100% of the booking value per person will be charged between 0 and 7 days before the effective date.

The cancellation fee is determined on the booking value as it is on the first day the cancellation fee is applicable, so 60 days before the effective date.

7.5.2 Rooms or beds that are cancelled will be put back on sale, after charging any cancellation fees.

7.6 Cancellation of reservations via Stayokay.com or booking platforms

7.6.1 When a reservation has been made on Stayokay.com or by other means directly with Stayokay (such as by phone or by email) for one or more overnight stays of one or more individuals (up to and including 20 people) then the following applies to cancellation of that reservation:

- In case of a cancellation before 3 PM on the day before the effective date, the customer is not obliged to pay any amount to Stayokay.
- In case of cancellation after 3 PM on the day before the effective date, the customer is obliged to pay the booking value of the first night to Stayokay.
- In case of cancellation of a 'non-flex' or 'non-refundable booking', the customer is obliged to pay 100% of the booking value to Stayokay.

7.6.2. When a reservation is made on Stayokay.com or in another way directly with Stayokay (such as by telephone or by email) for 21 to 30 persons, the following applies to the cancellation of such a booking:

- In case of a cancellation at least 7 days before the effective date, the customer is not obliged to pay any amount to Stayokay.

7.6.3. In case of a booking made through other websites, like booking platforms, different, possibly stricter, cancellation conditions may apply. These cancellation conditions can be found on these websites.

7.7 Cancellation of festive and/or business meetings

7.7.1 In case a business or festive event, like a business meeting, a party, a training course, or a conference, is cancelled more than 6 months before the effective date, the cancellation is free of charge. Within 6 months before the effective date a cancellation fee will be charged. The total booking value, based on the most recent confirmation of the business or festive event, serves as the basis for the amount due for the client of the agreement.

- 10% of the booking value will be charged between 3 and 6 months before the effective date.
- 15% of the booking value will be charged between 2 and 3 months before the effective date.
- 35% of the booking value will be charged between 1 and 2 months before the effective date.
- 60% of the booking value will be charged between 14 days and 1 month before the effective date.
- 85% of the booking value will be charged between 7 and 14 days before the effective date.
- 100% of the booking value will be charged within 7 days before the effective date.
- Up to 1 day before arrival, cancellation may be requested free of charge for up to 3 participants.

7.8 Cancellation of a Rent-a-Hostel booking

7.8.1 In case of a rent-a-hostel booking, whereby the entire hostel is exclusively rented, a cancellation is free of charge up to 6 months before the effective date. For a cancellation within 6 months before the effective date a cancellation fee will be charged.

- 50% of the total booking value will be charged between 5 and 6 months before the effective date.
- 75% of the total booking value will be charged between 4 and 5 months before the

effective date.

- 100% of the total booking value will be charged within 4 months before the effective date. The cancellation fee is determined on the booking value as it is on the first day the cancellation fee is applicable, so 6 months before the effective date.

7.9 Cancellation by Stayokay

7.9.1 Stayokay is always authorised to cancel an agreement without payment of the aforementioned amounts if there are sufficient indications that the meeting to be held at Stayokay in pursuance of the agreement is of such different nature than could be expected on the basis of the information supplied by the customer or on the basis of the capacity of the customer or guests that Stayokay would not have concluded the agreement had it been informed of the actual nature of the meeting. If Stayokay relies on this authority after the relevant meeting has already started then the customer is held to pay the hospitality services enjoyed thus far, however the payment obligation in respect of the remainder expires. The fee for enjoyed hospitality services is, as the occasion arises, calculated in a time proportionate manner.

7.9.2 Stayokay is authorised to, instead of exercising its authority as intended in article 7.9.1, impose further requirements on the course of the relevant meeting. If there are sufficient indications that these requirements are not (shall not be) complied with then Stayokay is yet entitled to exercise the authority as intended in article 7.9.1.

Article 8 Deposit and interim payment

8.1 Stayokay may at all times require the customer to transfer a deposit of up to the booking value, minus any interim payments already made, to a bank account indicated by the hostel. Deposits received will be appropriately administered, serve only as security for Stayokay, and are explicitly not regarded as already realised turnover. Stayokay may settle all that the customer owes for whatever reason against the transferred deposit. Any remaining amount must immediately be repaid to the customer by Stayokay.

Article 9 Liability

9.1 Stayokay shall not be liable for any damage whatsoever suffered by the customer, the guest, and/or third parties, unless the damage is the direct result of intent or gross negligence on the part of Stayokay. This exclusion of liability particularly applies to damage caused by consuming foodstuffs prepared or served by the hostel and damage caused by automation problems.

9.2 Stayokay shall not be liable for damage, loss, or theft of goods and therefore it cannot be held liable to pay any compensation in connection therewith. The above also applies insofar as it concerns goods that have been deposited or goods that are located in other goods of the guest, whether or not deposited for safe keeping.

9.3 The customer and the guest and those accompanying the same are jointly and severally liable for any and all damages that are and/or shall be inflicted on Stayokay and/or a third party as a direct or indirect result of an imputable failure to comply and/or an unlawful act, including a violation of the internal rules, committed by the customer and/or the guest and/or those accompanying the same as also for damages that are inflicted by an animal and/or a good of which they are the holder or that falls under their supervision.

9.4 The customer indemnifies Stayokay against claims from guests in this respect. The provisions here do not apply insofar as the damage or loss is due to intent or gross negligence of Stayokay.

Article 10 Settlement and payment

- 10.1 When a group booking is made, the customer is obliged to pay a deposit of 25% of the provisional amount due to Stayokay 3 months before the effective date. The remainder of the provisional invoice must be paid to Stayokay no later than 1 month before the effective date, unless otherwise agreed in the cooperation agreement.
- 10.2 When the advance payment requested by Stayokay has not been paid in time, Stayokay is free to offer the (meeting) space and/or room(s) and/or terrain and/or services to third parties.
- 10.3 All invoices, including invoices with regard to cancellation or no-show, are payable by the customer and/or guest when offered in person or presented within the period indicated on the relevant invoice.
- 10.4 When payment other than in cash has been agreed, all invoices, for whatever amount, must be paid to Stayokay by the customer and/or guest within fourteen days after the invoice date. Payment is made in euros. Stayokay is never obliged to accept checks, credit cards, and other such payment methods and may attach conditions to the acceptance of such payment methods. The same applies to other means of payment not mentioned here. Furthermore, banknotes of € 200 and € 500 do not have to be accepted.
- 10.5 When the customer (not being a natural person, who does not act in the exercise of a profession or business) remains negligent to pay the amount owed, even after a notice of default, Stayokay may claim compensation for extrajudicial costs, the minimum of which is determined at fifteen percent (15%) of the amount due. In addition, Stayokay is entitled to charge statutory commercial interest on the amount owed to Stayokay by the customer (not being a natural person, not acting in the exercise of a profession or business), with a minimum of € 250 (in words, two hundred and fifty euros). All other costs incurred by Stayokay regarding both the extrajudicial and judicial collection of the amount due will also be borne by the customer (not being a natural person, not acting in the exercise of a profession or business), including legal assistance and litigation costs incurred by Stayokay. In this case, Stayokay is also entitled to suspend its services to the customer after a written warning.
- 10.6 Payments from the customer, not being a natural person who does not act in the exercise of a profession or business, are made without any discount, deduction, or any other settlement, unless the parties have expressly agreed otherwise in writing.

Article 11 Force Majeure

- 11.1 Force majeure, meaning that any shortcoming caused by this cannot be attributed to Stayokay, applies to any foreseen or unforeseen, foreseeable or unforeseeable circumstance that hinders the execution of the hospitality agreement by Stayokay in such a way that the execution of the hospitality agreement becomes impossible or burdensome.
- 11.2 If one of the parties to a hospitality agreement is unable to comply with an obligation by virtue of the said hospitality agreement then this party is held to forthwith inform the other party accordingly.

Article 12 Found objects

- 12.1 Items lost or left behind in the buildings and appurtenances of Stayokay which are found by the guest, must be returned to Stayokay as soon as possible.
- 12.2 Stayokay acquires ownership of objects, of which the rightful owner has not reported to Stayokay within three months of stay.

- 12.3 If Stayokay sends objects left behind by the guest to the guest, this shall take place entirely at the risk and expense of the guest. Stayokay shall never be held to proceed with despatch.

Article 13 Stayokay membership card (“ledenkaart”)

- 13.1 “Ledenkaart” (membership card) is the umbrella name for the Stayokay card and Group card. The general terms and conditions associated with the membership card can be found via this [link](#) (only available in Dutch).

Article 14 Applicable law and disputes

- 14.1 Dutch law is exclusively applicable to hospitality agreements.
- 14.2 In case of disputes between Stayokay and a customer (not being a natural person who does not act within the performance of a business or profession) the competent court in the place of establishment of Stayokay is exclusively competent, unless mandatory statutory provisions designate a different competent court and without prejudice to the authority of Stayokay to have the dispute settled by the court that would have been competent failing this clause.
- 14.3 Any and all claims of the customer expire after a period of one year has lapsed since they arose.
- 14.4 The invalidity of one or more of the provisions in these general terms and conditions shall not affect the validity of all other provisions. If a provision in these general terms and conditions appears to be invalid for whatever reason, then the parties are deemed to have agreed on a valid alternative provision that best approaches the scope and application of the invalid provision.
- 14.5 These terms and conditions are provided in Dutch and English. In the event of any discrepancy between the two, the Dutch version shall prevail in determining the spirit, intent and meaning of the terms and conditions.