

## General Terms and Conditions

### Article 1 – Definitions

In these terms and conditions, the following terms are meant as follows:

#### **Preferred Hotel Reservations**

The private limited company Preferred Hotel Reservations B.V. and Preferred Hotel Reservations Rotterdam B.V., established in Monnickendam (Het Prooyen 3a, 1141 VD), hereinafter referred to as Preferred.

#### **Service of Preferred**

The mediation of Preferred between client and (hospitality) company in its broadest sense of the word.

#### **Client**

A natural or legal person who requests Preferred to mediate in closing an agreement with a (hospitality) company.

#### **Hospitality company**

Company with whom the client closes an agreement through mediation of Preferred.

#### **Reservation**

Reservation(s) made through mediation of Preferred in which the hospitality company is obliged to reserve the designated (meeting)room(s) against payment for client.

#### **Offer**

A written proposal regarding reservations that Preferred proposes to the client for approval on behalf of the hospitality company.

#### **Confirmation**

A written document or digital message confirming a reservation.

#### **Group**

A reservation of at least 10 rooms for the same client for a specific period. This reservation is referred to as a group reservation.

#### **Individual**

A guest that is not part of a group.

#### **Reservation value**

The expected monetary value of the reservation, which is equal to the total expected turnover including any tourist tax and VAT of the hospitality company, and is based on the averages applicable within that hospitality company.

#### **Cancellation**

The written or digital notification of the client that one or more reservations will (partly) not be used.

#### **No – show**

Not using a reservation without a notification of cancellation by client.

### Article 2 – Application of general terms and conditions

- 2.1 These general terms and conditions apply to the services of Preferred. This includes all offers and reservations between the client and the hospitality company mediated by Preferred.
- 2.2 Deviations from these terms and conditions are only legally binding if Preferred has agreed to them in writing or by means of a digital message.
- 2.3 Since Preferred is not part of the reservation, the Uniform Conditions for the Hotel and Catering Industry ('UVH') do not apply to the services provided by Preferred. If the UVH conditions are declared applicable to a reservation made by the client, the hospitality company will inform Preferred in writing or digitally.

### Article 3 -The establishment of a reservation with mediation of Preferred

- 3.1 All offers submitted by Preferred are without obligation and are not guaranteed until the offer is accepted by the client and the client has received a reservation confirmation.
- 3.2 Obvious mistakes or errors in an offer or reservation do not bind Preferred and client in any way. Preferred is authorized to correct such apparent errors and mistakes if this can be reasonably demonstrated by Preferred.
- 3.3 Acceptance of a reservation takes place by a written signature or digital confirmation of the offer or reservation by the client.
- 3.4 Preferred operates on a commission base and shall, after the reservation has been completed, invoice the commission plus VAT on the realised turnover (including VAT) to the hospitality company, unless agreed differently.
- 3.5 Commission is calculated on the turnover realized by the hospitality company, also in the event of any cancellation or no – show.
- 3.6 In the event of cancellation of a reservation as referred to in paragraph 3, Preferred reserves the right to charge the client for the expenses incurred in that context. This charging of costs and expenses is exempt from VAT.

### Article 4 – Confidentiality and Intellectual Property Law

- 4.1 All software developed by Preferred, including but not limited to the online booking tool 'Room Kit', is (intellectual) property of Preferred and is made available by Preferred in the context of service of Preferred. Without written permission of Preferred, it is not allowed to make use of the Room Kit yourself or to make it available to a third party. This condition applies both during the period in which the services of Preferred are used and thereafter.
- 4.2 All documents provided by Preferred, including but not limited to agreements and rooming lists are subject to the intellectual ownership of Preferred. Without an explicit written consent of Preferred it is not allowed to use documents for purposes other than Preferred has provided them. This condition applies both during the period in which the services of Preferred are used and thereafter.

### Article 5 – End of Preferred service

- 5.1 The service of Preferred ends after the reservation made by mediation of Preferred is completed or terminated. A reservation is considered completed when the reservation has taken place and the invoicing has been completed and/or in the event of cancellation or no – show.
- 5.2 In the event the client concludes a reservation directly with a hospitality company proposed by Preferred without the consent of Preferred, or in the event the hospitality company concluded a reservation directly

with a client proposed by Preferred without the consent of Preferred, the client and the hospitality company both owe a compensation of 10% of the reservation value to Preferred.

- 5.3 When a reservation has been made by mediation of Preferred, the client is not allowed to transfer the reservation to another intermediary. In that case Preferred is entitled to charge a compensation of 10% as referred to in Article 5.2.

#### **Article 6 – Payment obligations**

- 6.1 The client must fulfil the payment obligation(s) arising from the reservation(s) directly to the hospitality company, unless agreed otherwise in writing.
- 6.2 Claims must be paid within 14 days of the invoicing date, unless agreed otherwise in writing. If the client or the hospitality company fails to pay on time, Preferred is entitled to assign the claim to a collection agency. All costs involved shall be at the expense of the client or (hospitality) company. In the event of default on the part of the client and/or (hospitality) company, Preferred is entitled to charge a monthly interest rate of 1% of the total invoice amount owed.
- 6.3 If, in the opinion of the hospitality company and/or client, the commission charged by Preferred or the costs charged are not correct, the hospitality company and/or client must inform Preferred as soon as possible after receiving the invoice, but no later than the payment deadline, in writing or digital and reasoned.
- 6.4 The hospitality company is not permitted to settle commission payments with invoices still to be paid by Preferred.

#### **Article 7 – Liability**

- 7.1 Preferred ensures that the execution of the assignment is carried out in accordance with the requirements and with carefulness and quality. Execution takes place on the basis of an obligation to perform to the best of one's abilities.
- 7.2 Preferred is not liable for any payment obligations resulting from the reservation(s) between the client and the hospitality company.
- 7.3 Preferred is not liable for any requests from the client or hospitality company outside working hours and the direct consequences of this on a reservation. The office hours of Preferred are from Monday to Friday from 9am – 5.30pm (CET), with the exception of public holidays.
- 7.4 Preferred or its employees are not liable for damage on the part of the client or third parties directly or indirectly connected in making, terminating and/or (not)executing of the reservation, unless there has been intent or gross negligence on the part of Preferred or its employees. In that case, the liability of Preferred is limited to the amount to which Preferred's liability insurance is entitled.

#### **Article 8 – Force Majeure**

- 8.1 In the event circumstances occur which prevents Preferred from fulfilment of the services, which are not attributable to Preferred, Preferred is entitled to invoke force majeure.
- 8.2 Force majeure on the part of Preferred is meant as follows: any non-attributable shortcoming on the part of Preferred such as, but not limited to, operational malfunctions, communications from governments or municipalities, burglary, pandemics, fire, sabotage, internet- or power- or other technical failures.

#### **Article 9 – Applicable law**

- 9.1 The Dutch law (solely) applies to the service of Preferred.
- 9.2 Any disputes shall be settled by the competent court in Amsterdam, although Preferred always reserves the right to submit the dispute to the competent court in the place where the client and/or the hospitality company has its registered office.

#### **Article 10 – Privacy and cookies**

- 10.1 Preferred respects your privacy. You can read more about this in our [Privacy terms and cookie policy](#). Preferred's privacy policy complies with the General Data Protection Regulation (GDPR).

*Important note: In case of any differences between the Dutch version and the English version, the Dutch version of the General Terms and Conditions prevails.*