

# TERMS & CONDITIONS

All bookings accepted by Holland City Apartments BV are subject to these terms and conditions. The hirer and all persons who will use the apartment must accept these conditions.

## 1. TERMS & CONDITIONS

- 1.1. By booking with Holland City Apartments BV you agree to these terms. The prices listed on the website are subject to availability and change. Prices may be subject to a minimum number of nights to stay. Holland City Apartments BV shall not be liable for any mistakes or omissions and reserves the right to change the description of the accommodations and products.

## 2. (ONLINE) BOOKINGS

- 2.1. When the booking is accepted by Holland City Apartments BV, a contract is concluded between the guest and Holland City Apartments BV. If the guest accepts the reservation, he/she agrees to these terms and conditions.
- 2.2. The booking will become valid and effective only upon completion and dispatch of the official booking confirmation by Holland City Apartments BV to the principal guest or third party.
- 2.3. Every booking must be guaranteed by a valid credit card. We accept Euro/MasterCard, Visa and Maestro.

## 3. PAYMENTS

- 3.1. The guest is responsible for all payments and any damages caused by either the guest or his/her party.
- 3.2. At arrival 100% of the total rental fee must be paid. The payments can be made by credit- or debit card. We accept Euro/MasterCard, Visa and Maestro.
- 3.3. In case the guest has agreed with Holland City Apartments BV to pay the rental fee in monthly instalments, the guest will receive no later than 14 working days before the 1st day of each month an invoice for the payment of the upcoming month. The rental fee must be paid before or at the latest on the 1st day of each month.
- 3.4. In the event that costs are due to be paid by the guest, the principal guest authorizes Holland City Apartments BV to withhold such amount directly from the deposit.

#### **4. ADDITIONAL FEES AND TAXES**

- 4.1. 6% VAT is included in the rental price. When the guest is not registered at the municipality of Utrecht, 5% tourist tax must also be paid and is not included in the price but will be counted separately.
- 4.2. It is possible that Holland City Apartments BV will charge an additional fee for the check in. This depends on the time you will check in. More information about this can be found under article '9. check in'.

#### **5. SECURITY DEPOSIT**

- 5.1. Upon arrival at the apartment a security deposit is to be paid where the amount depends on the duration of stay. This security deposit together with the total rental fee must be paid during check-in. The security deposit is as follows:
  - 5.1.1. Stay of less than 30 nights: € 500, - deposit
  - 5.1.2. Stay between 30 and 90 nights: € 1000, - deposit
  - 5.1.3. Stay of more than 90 nights: € 1500, - deposit
- 5.2. In the event that the guest pays the rental fee in monthly instalments, the entire deposit must be paid together with the rental fee for the first month.
- 5.3. The damage deposit will be refunded/returned if no defects are found after the guest has left the apartment.
- 5.4. In addition to the further mentioned conditions in this document, (part of) the deposit can be withheld in the following cases:
  - 5.4.1. A late checkout fee of 50% of the current night price will be withheld when the guest has not left the apartment at 11am or earlier on the day of departure.
  - 5.4.2. In the event of any damage and lost of the apartment and accessories caused by the guests. In case of normal run out of the inventory the deposit is not applicable.
  - 5.4.3. When the keys are lost the total cost of a new lock and 5 new key sets will be withheld from the deposit.

## **6. CANCELLATION**

- 6.1. For bookings of less than 30 nights, a 14 days' notice policy applies. If cancelled up to 14 days before the date of arrival, no costs will be charged. If cancelled or modified later or if you do not show up (no-show), the total price of the reservation will be charged.
- 6.2. For bookings of 30 nights and longer, 30% of the total rental fee is non-refundable and will be charged in case of a cancellation. The nightly rate which is used to determine this 30% non-refundable fee is extracted from the cancellation rate (prices including 6% BTW).
  - 6.2.1. Cancellation rate studio and one-bedroom apartment: € 115, - per night
  - 6.2.2. Cancellation rate two-bedroom apartment: €140, - per night
- 6.3. For a valid cancellation, the hirer must send an email to Holland City Apartments BV. Depending on the reason for the cancellation, the guest can get the reservation price back from an insurance company, if he/she has a travel insurance.

## **7. EARLY DEPARTURE**

- 7.1. Early departures for bookings of less than 30 nights are non-refundable. This implies that when the guest wishes to leave before the end date mentioned in the rental agreement, the full rental fee will not be refunded. In this case the booking will be ended on the adjusted departure date.
- 7.2. Early departures for bookings between 30 nights and less than 90 nights, are handled with a 14 days' notice policy. When the guest wishes to leave before the end date mentioned in the rental agreement, Holland City Apartments BV will charge the number of nights between the cancellation date and the initial departure date, with a maximum of 14 nights. In this case the booking will be ended on the adjusted departure date.
- 7.3. Early departures for bookings of 90 nights and longer are handled with a 30 days' notice policy. When the guest wishes to leave before the end date mentioned in the rental agreement, Holland City Apartments BV will charge the number of nights between the cancellation date and the initial departure date, with a maximum of 30 nights. In this case the booking will be ended on the adjusted departure date.
- 7.4. For bookings of 90 nights and longer the regulation of the cancellation rate will apply as defined in Article 6.2.1 and 6.2.2. In the event that the guest wishes to leave before the end date mentioned in the rental agreement, the difference between the rental fee paid based on the discount rate and the rental fee based on the cancellation rate will have to be paid.

## **8. MODIFICATION**

- 8.1. If the guest wishes to alter the booking (for example change of the dates or change the stay to another rental property) Holland City Apartments BV will try to alter this where possible. However, Holland City Apartments BV cannot guarantee that changes can be made. For each alteration €10 administration fee will be charged.

## **9. OCCUPANTS**

- 9.1. Only persons notified to Holland City Apartments BV prior to arrival may occupy the apartment. The property may not be leased or used for any purpose other than to stay. Holland City Apartments BV remains the right to refuse access to the property if these conditions are not complied.

## **10. CHECK-IN**

- 10.1. The regular check-in time is between 15:00 to 20:00 hours.  
A surcharge for a late arrival is calculated:
- 10.1.1. Check in between 20:00 to 22:00: € 20, - extra charge.
- 10.1.2. Check-in between 22:00 to 00:00: € 40, - extra charge.

## **11. CHECK-OUT**

- 11.1. Checkout is possible until 11 AM on the day of departure.
- 11.2. The guest is aware of the fact that he/she must vacate the rented apartment at the end of the current rental agreement and is not entitled to any right to security of tenure.
- 11.3. At departure the guest is required to leave the apartment in good condition in accordance with the checkout list which will be handed to the guest prior to the departure date.
- 11.4. Holland City Apartments BV will provide the final cleaning with a maximum of 3 hours cleaning. In case the guest leaves the apartment in an extraordinary filthy state at the day of departure, Holland City Apartments BV remains the right to charge the guest € 25, - per additional cleaning hour. This amount will be withheld from the deposit.
- 11.5. In the event that the guest does not leave the apartment empty and vacated of his/her personal belongings before 11 AM on the day of departure as stated in the rental agreement, the guest has to pay a penalty of € 500, - per day.

## **12. FACILITIES**

- 12.1. The prices communicated with the guest, unless stated differently, include Wi-Fi, bed linen, towels, heating, electricity, gas, water, council tax and television.
- 12.2. A charge will be made if there is an excessive use of electricity or WiFi.
- 12.3. The guest is required to turn off all appliances, lighting, heating, etc. when these are not being used.

## **13. CLEANING**

- 13.1. With bookings of 8 nights and longer, weekly cleaning including change of bed linen and towels will take place and cannot be waived. This weekly cleaning is not included in the rental fee but will be counted separately.
  - 13.1.1. Surcharge studio and one-bedroom apartment: € 35, - per week (excluding 6% VAT). Based on 2 hours cleaning per week.
  - 13.1.2. Surcharge two-bedroom apartment: € 50, - per week (excluding 6% VAT). Based on 3 hours cleaning per week.
- 13.2. In the event that the guest leaves the apartment in an extraordinary filthy state and additional cleaning hours are necessary during weekly cleaning, Holland City Apartments BV remains the right to charge the guest € 25, - per additional cleaning hour. This amount will be withheld from the deposit.

## **14. DAMAGE**

- 14.1. Holland City Apartments BV is not responsible for any loss or damage to goods or personal belongings in the apartment.
- 14.2. In case the guest causes damage to the apartment, he/she has to report this as soon as practically possible to Holland City Apartments BV.

## **15. FAIR USE**

- 15.1. Holland City Apartments BV assumes that the guest will use the apartment correctly. If there is any nuisance, Holland City Apartments BV remains the right to end the stay and withheld € 200, - of the deposit.
- 15.2. In case the apartment is used for illegal prostitution, or if Holland City Apartments BV suspects that the apartment is used for illegal prostitution, Holland City Apartments BV

remains the right to end the stay immediately and charge the guest with a penalty of € 20.000, -.

## **16. ACCES**

16.1. At all times, Holland City Apartments BV remains the right to enter the apartment for inspection or repair/maintenance.

## **17. PETS**

17.1. Pets are not allowed in the apartments of Holland City Apartments BV, unless agreed on differently with Holland City Apartments BV.

## **18. SMOKING**

18.1. All the apartments of Holland City Apartments BV are non-smoking apartments. It is strictly forbidden to smoke in the apartments. When this is done, Holland City Apartments BV remains the right to end the stay early and withheld €200, - of the deposit to cover the additional costs of cleaning, refreshing and airing the rented apartment over a 24 hour period.

## **19. PARKING GARAGE**

19.1. Holland City Apartments BV is not responsible or liable for any theft or damage to vehicles that are placed in the parking garage, which Holland City Apartments BV reserves for the guest.

## **20. INSURANCE**

20.1. The rent does not include any kind of insurance. It is recommended that the guest provide itself with travel insurance and health insurance.

## **21. FORCE MAJEURE**

21.1. The provision of short-let property rentals is regulated in Utrecht, but there still might be some risk that the authorities may close down, or otherwise prevent access to properties that are listed on this site. All property rentals on this site are subject to the local laws and legal conventions of Utrecht and/or The Netherlands. Such laws may change without notice. In the event that new or existing laws, governing the short-term rental of properties come into effect, this may have an adverse effect on such rentals (including, but not limited to, prohibition of such rentals). In this case Holland City Apartments BV will endeavour to relocate any pending arriving parties at alternative accommodations (of a similar standard). In the event that relocation is not possible, or undesired, Holland City Apartments BV will refund any money paid for affected accommodation booked through

Holland City Apartments BV. Responsibility for the enforcement, amendment or introduction of such laws, is not accepted by Holland City Apartments BV, and no compensation (beyond refunding of deposits) will be entertained. Holland City Apartments BV is not liable for nuisance caused by construction or conversions by third parties or work on public roads.

## **22. MODIFICATION OF THE TERMS & CONDITIONS**

- 22.1. The terms & conditions of Holland City Apartments BV can be changed at any time without notice. The terms & conditions on this page are leading and most up to date.