

HOTEL

# THE JAMES

EST. 2018 ROTTERDAM

## TERMS & CONDITIONS

### DEFINITIONS

In this document the following terms shall have the meaning as described below:

1. The James

The hotel; The James, Aert van Nesstraat 25, 3012 CA Rotterdam, The Netherlands.

2. Contracting Party

The person or legal entity that has concluded a contract for the performance of services as referred to below. The Contracting Party shall also be understood as the party that is legally and financially liable for its guests as referred to below.

3. Guest

The person to whom we provide the services as referred to below. References in these Terms and Conditions to the "Guest" will also be interpreted to refer to the person who accompanies the Guest. Unless explicitly stated otherwise, references in these Terms and Conditions to the "Guest" shall also be read as "both the Guest and the Contracting Party".

4. Hotel Agreement

The confirmation email including the Booking Details that a Guest receives once making a booking together with this Terms & Conditions serves as the Hotel Agreement between the Guest and The James.

5. Booking Details

The Booking Details specify the details for the performance of services such as the start date and the end date of the hotel booking, the room type, room rate including taxes (excluding city-tax) and the personal details of the Guest.

6. Guarantor

The Guarantor is the party who guarantees the payment of the hotel accommodation fee and/or any outstanding charges. A Guarantor can be a parent or guardian or another person or entity.

7. Services

The Services that The James provides, including but not limited to reception services, cleaning services, the use of common areas, the lounge area and the use of a gym.

8. Additional Services

Services The James performs that can be booked additionally by Guests.

9. Optional Booking

An option right for making a reservation.

a. Optional Bookings are valid for a period of 48 hours unless another period has been confirmed by The James in writing.

b. For Group Bookings, Optional Bookings will be agreed with the sales department of The James.

10. Minimum Age

The Minimum Age for a Guest to make a reservation and stay in the hotel is 25 years.

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## PAYMENTS

- The Guest owes The James all the amounts stated in The Hotel Agreement.
- The James does not cover any commission costs incurred via online payments or other third party bookers (for example: travel agencies) for its Guests. Credit Card payments handled at the reception will not incur commission costs.
- The James has the right to retain and, if appropriate, to pledge any goods that the Guest keeps in The James as long as the Guest has not fulfilled all of its (payment) obligations to The James.
- Failure to pay on time will subject the Guest to all related extrajudicial and pre-litigation costs, as well as all court costs.
- Any payment to The James must be made in Euro. The James only accepts payments by debit card, The James gift card, cash or credit card. The James reserves the right to refuse payment by bank cheque, cash, giro acceptance form or other means of payment, or to attach conditions to their acceptance.
- We do not accept cash bills with values of €200,- and €500,-.

## THE OBLIGATIONS OF THE JAMES

The James will make the hotel accommodation available to the Guest according to the Hotel Agreement. The obligation for The James does apply no longer;

- in the event of Force Majeure as described below in the chapter "Force Majeure".
- if the Guest fails to pay the agreed security deposit of or payment, or fails to do so on time.
- if the Guest fails to meet the obligations as described in these Terms and Conditions and House rules.

## SAFETY

- To ensure the safety of our guests the James hotel has 24 hours surveillance of staff members.
- In accordance with local authorities our hotel windows cannot be opened, therefore all the rooms are equipped with a climate control system.

## CHECK-IN

- All guests are required to pay a damage deposit of €100,- upon arrival at the property. This deposit can be made in cash or by credit card and will be refunded at check out. This deposit is held in case of damage to the property by the guests, or violation of the house rules.
- Unless agreed otherwise by e-mail, we will make the hotel accommodation available to the Guest at 3 p.m. on the check-in date. The check-out time for guests is 11 a.m., unless agreed otherwise.
- In case of overbooking situations and/or Force Majeure The James shall be entitled to offer the Guest and/or the Contracting Party other hotel accommodations of at least comparable quality to the accommodations to be offered pursuant to the Hotel Agreement. If the Guest objects this offer, the Guest or the Contracting Party will be entitled to terminate the Hotel Agreement with immediate effect. The James shall not be liable for any form of damages.
- The James is not required to receive and/or keep custody of any of a Guest's property except in exchange for a fee. In that case The James will exercise all due care in keeping the property. In such case the liability of The James regarding loss of goods as defined below in the chapter "Liability" shall apply unabridged.

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## HOUSE RULES

- The James has set house rules in order to preserve order, peace and quietness in our hotels. The House Rules are attached to these Terms and Conditions. The House Rules are also available at [www.thejames.nl](http://www.thejames.nl) and a copy can be requested at the reception.
- Each Guest will take notice of The House Rules and will act accordingly.
- If the Guest or someone accompanying the Guest violates the House Rules or acts in such a way that the order, peace and quietness or normal operation of The James could be jeopardized the Guests and anyone accompanying the Guest must leave the hotel. In such case, the payment obligation for the agreed term of your stay will continue unabridged.
- The James is at all times entitled to terminate any Hotel Agreement if public order has been disturbed or is in jeopardy of being disturbed. Termination will take place after consulting the local hotel management. In such case, the payment obligation for the Guest towards The James for the agreed term will continue unabridged. The James shall not be liable to pay any damages of any kind.
- The James is at all times entitled, without any notice of termination being required, to terminate the Hotel Agreement with the Guest and/or Contracting Party and to deny the Guest access to our hotel accommodations. We do not permit pets on our premises.
- The James does accept service animals in our hotel. The James may require proof of this status upon check-in which shows that the animal has been or is being, individually trained to do work or perform tasks for the individual with a disability. Emotional support animals are not permitted on our premises.
- The James check-out time is 11 a.m. If a guest would prefer a late-check out they can request a late check-out until 1 p.m. at the reception with an additional cost of €10,- per hour. Please note that the late-check out has to be approved by the reception.
- An extended version of our house rules is available on our website.

## MAXIMUM LENGTH OF STAY

The James does not offer permanent accommodation.

## RESERVATIONS

The James is entitled to cancel a hotel booking if a Guest has not registered by 11 p.m. on the first day of the period covered by the Reservation. This provision will not apply if the Guest has already paid, or guaranteed payment, for the period covered by the booking.

## TERMINATING THE HOTEL AGREEMENT BY THE JAMES

- The James has the right to terminate its services towards the Guest in case of violation of the Terms & Conditions and/ or the House Rules. In such case, the payment obligation for The Contracting Party and/ or guest towards The James for the agreed term will continue unabridged for the remaining contract period.
- In addition, the Contracting Party and/ or the Guest will be financially liable towards The James for any other costs or loss of revenue resulting from the violation of the Terms & Conditions and/ or the House Rules by The Contracting Party and/or the Guest.

## CANCELLATION POLICY

The James uses two types of booking procedures and cancellation policies;

- **Fully Flexible;**

When making the reservation a valid credit card is needed to preauthorize your booking at The James and can be used 48 hours prior to arrival. Late cancellations and no-shows will

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incur a cancellation fee of the amount of the first night. A 6.5% City Tax is added to this rate at the time of payment. Please note that when a package is booked such as “Spring and Summer in the City, The Three Night Weekend, Unwind in Luxury and a Merry Christmas Stay that all the extra’s that are included of this package cannot be refunded after check-in.

In case of an early check-out The James does not offer a refund, except when agreed otherwise.

When booking through an OTA website, the following agreements apply;

- > Booking.com uses 48 hours.
- > Expedia.com uses 72 hours.
- > Agoda.com uses 48 hours.
- > Hotels.com uses 72 hours.

- **Non Refundable;**

Non-refundable (100% of the amount may be charged at any time after making the reservation). The James does not issue any refund.

#### DEPOSIT & ROOM INVENTORY CHECK

- The James may require the Guest to pay a deposit of €300,- as a security for unpaid invoices or as compensation for damages caused by the Guest and/or any outstanding fines. The James will hold the deposit for the period of stay of the Guest. The Guest and/ or the Contracting party cannot claim any interest on the held deposit.
- Within 48 hours after arrival the Guest is obliged to perform a room inventory check. Any missing or damaged items must be indicated by the Guest to The James.
- Prior to the check-out of the Guest, The James will perform a room inventory check. All reported damages and missing items that were not reported by the Guest with the room inventory check at arrival of the Guest will be charged to the Guest.
- The James will return the deposit to the Guest and/or Contracting Party after check-out of the Guest.
- Any outstanding payments and charges will be deducted from the deposit.
- The deposit will be paid to guest from which it was transferred to The James. If this account is no longer active the Guest must request transfer to another account in writing prior to its check-out. Failing to inform The James before check-out will delay the deposit return.
- The James will transfer the deposit within 4-6 weeks after check-out of the Guest.
- If The James has made the deposit payment and the money transfer was refused because the account or credit card it was paid to is closed, expired or blocked the deposit transfer will be delayed. Furthermore The James will deduct an administrative charge of € 25,- from the deposit for making a new transfer.
- In case the bank account or credit card to which the deposit payment was made is no longer assigned to The Guest or The Contracting Party and has already been issued to another person or entity and The James has not been informed about this beforehand, The James can only pay out the deposit after the initial transfer has been returned by the new account or credit card holder.

#### LIABILITY

- Guests are entirely responsible for the conduct and behaviour of the people they bring into The James and will be liable for any damages or costs of the person(s) accompanying the Guest.
- The James expressly accepts no liability to the Contracting Party and/or Guest if the failure to perform the Hotel Agreement results from a circumstance that cannot be

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attributed to The James, including but not limited to labour strikes, fires, business disruptions or governmental actions. The James also accept no liability for any harm or loss caused by persons or property that a Guest has brought into the hotel or caused to be brought into the hotel.

- The Contracting Party and the Guest are liable for all claims that The James has and/or come to have against them.
- The James's liability will never exceed the value of the Hotel Agreement or payment for the harm or loss covered by the insurance company or the amount in compensation for the harm or loss another third party pays to The James. The James will send a statement of the current insurances in effect upon the Guests request.
- If harm or loss occurs as a result of the culpable failure to perform on the part of a third party whose services we have engaged, such as a security or cleaning company, then the Guest's compensation will be limited to the compensation The James receives from the relevant third party.
- The James takes measures to ensure the security of the hotel accommodation. Should an incident (such as theft or vandalism) occur that is directly attributable to the failure of the security service, the Guest or Contracting Party will receive the payment that The James has demanded from the security service on duty at the time of the specific incident.
- If property is removed, stolen or damaged, the Guest must prove that the loss or damage to the property occurred in the hotel accommodation as a result of the acts or omissions on the part of the third party whose services we have engaged.
- Except as set out in the clause above, The James accept no liability for any harm or loss caused in respect of any persons and/or their property, including death, personal injury, property damage or theft.
- We are not liable to the Guest for a harm or loss that occurs as a result of or in connection with the performance of any agreement between The James and the Contracting Party and/or Guest if the Contracting Party and/or Guest is insured, or could have been insured, against the relevant harm or loss.
- We shall never accept any liability for any goods placed in our custody or left with us in any way - regardless of how that arrangement was arrived at or who placed the goods in our custody or left the goods with us - unless we have charged a fee for the arrangement.
- We will not accept liability of lost luggage, personal items, mail or delivered packages unless the guest can prove that these items were lost or stolen due to the Hotel or its staff's negligence.

## LIABILITY OF THE GUEST AND/OR CONTRACTING PARTY

- The Guest or those accompanying the Guest are jointly liable for all harm or loss that has been and/or will be inflicted upon The James and/or any third party as the direct or indirect consequence of misconduct, negligence and/or a wrongful act instigated by a Guest and those accompanying Guest.
- This liability also applies in respect of violations of the House Rules instigated by the Guest and those accompanying the Guest.
- This liability also applies in respect of harm or loss caused by any animals and/or any substance and/or any property held by or under the supervision of the Guest and those accompanying the Guest.
- The James may file an official report with the local police if we observe misconduct, criminal acts or violations of the Terms and Condition and/or House Rules.

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## COMPLAINTS

- A complaint filed with The James regarding the performance of the Hotel Agreement must be made in writing by the Contracting Party and/or Guest and be submitted immediately after discovering the failure to perform for which The James might be liable. Complaints should be sent in writing to: [info@thejames.nl](mailto:info@thejames.nl).
- If a complaint is deemed to be well-founded, The James will, if and to the extent it is in our power to do so, attempt to eliminate the cause of the complaint as quickly as possible.

## FORCE MAJEURE

- The term 'force majeure' will be understood as follows: staff illness, war, threat of war, civil unrest, labour strikes or sit-ins, water damage, acts of war, fire, flood, acts undertaken by the government or general outages of gas, electricity, water or internet.
- In the case of force majeure, we are entitled to either suspend performance of the Hotel Agreement or cancel the Hotel Agreement. In that case, we cannot be held liable to pay for any harm or loss incurred as a result.
- The foregoing provisions also apply if a force majeure situation arises in respect of persons/services and/ or institutions we use to perform the Hotel Agreement or any Additional Services. This also includes suspensive or resolute conditions fulfilled with respect to the aforementioned persons/services and/or institutions or improper performance on the part of the aforementioned persons/services and/or institutions. We shall not be required to prove the effect of the foregoing on our business operations.

## FOUND PROPERTY

- Every Guest is required to hand in any property they find to the reception desk. We shall obtain ownership of any items that are not claimed by the rightful owner within three months after they are handed over to us.
- After check-out of a Guest, any personal belongings left in the room or any other area of the Hotel will not be kept and will be considered as leftover items, unless by its appearance and/or value it is clear to anyone that it must be a lost item. Food and beverage will not be kept.
- The James hotel is keeping lost items for a maximum period of 3 months.
- The Guest shall bear the risk and expense of the shipping of any property lost by the Guest or his or her guest(s). We shall never be obliged to send such property.

## CHANGE OF ROOMS

Any Guest residing at The James may be obliged to be transferred to another room of the same room type for operational reasons.

## CHANGE OF POLICY

It is a condition of the Hotel Agreement that guests comply with these Terms and Conditions and House Rules. Whilst every effort has been made to provide guests with the most complete and accurate information available, The James reserves the right to change, modify or revoke any policy or procedure contained within this Hotel Agreement with or without notice. Changes will be applicable within 48 hours after guests have been informed by email. All information is correct at the time of this publication. The latest version is always available at reception and is published on the website [www.thejames.nl](http://www.thejames.nl).

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## ENERGY MONITORING

The Guest agrees to monitor the energy consumption in the room by The James. This includes, water and electricity consumption and time spent in the room. All monitoring is conducted through sensors so this doesn't infringe the privacy of the Guest. Not all rooms will be monitored.

## ENTERING ROOMS

This Hotel Agreement and any additional agreement(s) relating to entities of The James in The Netherlands shall be governed by the laws of the Netherlands. The competent court in Amsterdam, The Netherlands, shall have exclusive jurisdiction over all disputes that may arise in relation to this Hotel Agreement or its performance or in relation to any additional agreement concluded between The James and the Contracting Party/Guest. Staff of The James has the right to enter the room of the Guest for either maintenance, presumption of breaching the House Rules, security reasons and hygiene matters. This may be done without prior notice but notice will always be given where and when possible. The James staff will not enter the room on request by the Guest to take belongings of the Guest from the room during the stay.