

Wittenberg

General Terms and Conditions

These conditions govern all bookings made with edyn.

edyn Aparthotel Netherlands B.V.
The Wittenberg,
Nieuwe Keizersgracht 760,
1018VG Amsterdam
Registration number – 61284904 EC VAT number -
854283791B01

You accept these conditions yourself and on behalf of all members of your party whether you are booking as a guest or on behalf of others. In addition by visiting or using our website you agree to comply with the [Site Terms](#).

Interpretation

1. Definitions: In these conditions the following definitions apply:

edyn/us/we/our: The edyn Group

The Booker/you/your/guest: The person using services provided by edyn

The Group/Group Bookings: A booking of six or more apartments in the same property

edyn Operated Property/Properties/Apartments: The accommodation provided by and operated by edyn

Booking Conditions: The payment and cancellations terms applicable when booking edyn

Offline: A booking/enquiry made with edyn, via telephone, live chat or email

Online: A booking/enquiry made with edyn via www.thewittenberg.com

Property: The physical building being provided for your accommodation

Apartment: To the specific apartment provided within a property for your accommodation

Visitors: People visiting the person/people staying in apartments provided by edyn

Offline Booking

2. Your Booking

1.1 Any booking, made offline, will only come into existence when payment has been made in

full and your confirmation has been dispatched by us. Upon completing your booking and receiving your confirmation you enter into a contract with edyn on our stated terms and conditions.

1.2 Restrictions may apply in certain locations including, but not limited to, minimum night stay and age restrictions; you will be advised of these at the time of booking where applicable. We reserve the right to refuse any booking at any time.

1.3 All guest names and contact telephone numbers are required at the time of booking including whether they are adults or minors.

1.4 Upon check-in, guests are kindly required to show the credit/debit card used to pay for the booking and a valid photo ID, such as passport or driving licence.

1.5 As soon as your confirmation and invoice are received, please check the details carefully. If anything is not correct please let us know immediately. We regret we cannot accept any liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation or invoice, we reserve the right to correct it as soon as we become aware of it and will do so within 7 days of issue of the confirmation or invoice or, if your arrival date is within 7 days of booking, no later than 24 hours before your arrival date.

2.2 Special Requests

We will endeavour to do everything we can to help guests with special requirements. Please ensure we are made aware in writing, of any special requirements at time of booking so we can help you select the most suitable apartment for your needs. Although we will endeavour to meet any reasonable requests no guarantees can be given that any request will be met. Conditional bookings cannot be accepted i.e. any booking which is specified to be conditional on the fulfilment of a particular request.

2.3 Group Bookings

Special conditions may apply and these will be advised at the time of booking. Cancellation charges and notice periods may differ to those in clause 4.8/4.9 and will be advised at the time of request

Wittenberg

2.4 Payment

Payment in full is required at the time of booking unless otherwise agreed. If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made. Any late payments will result in interest being charged at 4% above Central European Bank base rate for the period concerned.

Payment should be made in Euro by: Credit or Debit card. There is no transaction fee on card payments. Credit card details must match the security checks. We may pass your debit/credit card details to a third party to process any payments. Company Cheque: payable to 'edyn'. Bank Transfer: (bank details are available on request).

Payment made at the reception desk can be done by Visa, Mastercard, Diners and American Express and the above charges will apply. We do not accept CASH for accommodation.

The credit card that is used for the booking needs to be owned by the guest. We do not accept payments that have been made by means of a credit card that does not belong to the guest.

A credit card is personal and may not be used by 3rd parties. At arrival we reserve the right to compare the credit card that has been used for the booking with the actual credit card.

Accounts in credit balance for a 12 month period or more, following best endeavours to return the money to the customer will be retained and removed from the account.

Any commission invoices due should be submitted to Accouns.Payable@edyngroup.com within 12 months of the departure date. Invoices not received within this time will be rejected.

2.5 Security Deposit

A Security Deposit to cover "additional charges" (see clause 12), including breakages, damages, extra cleaning and further accommodation charges incurred during your stay, may be taken and you will be advised whether this is payable at the time of booking or on arrival at the apartment.

2.6 Payment of Additional Charges

Valid credit/debit card details must be supplied at the time of booking and/or upon arrival at the apartments to cover "additional charges" (see clause 12). These charges will be deducted from any Security Deposit held or from a debit/credit card supplied and any balance on the security deposit will be refunded. A written statement of the "additional charges" will be sent to you. In the event that payment under a debit/credit card is declined, or no card details are provided, we reserve the right to invoice the booker or guest direct for these charges.

3. Pricing

The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost of supplying the accommodation changes as a result of tax changes or currency fluctuations beyond our control. VAT is charged at the rate in force at the time of booking, but exclude city tax which is payable locally.

Refundable and Non-Refundable Rate

Once the booking is made the credit card is checked for any discrepancies. The card is charged in full at the time of the booking. Upon making the booking you will receive a booking confirmation via email, and from that moment the cancellation policy in section 4.7/4.8 will apply. If the payment cannot be completed, you will be notified that new details must be provided. If we do not receive new details, we are obliged to cancel the reservation in our system.

4. Changes, Extensions and Cancellations

1. All requests for changes, extensions and cancellations must be made in writing or you will be liable to pay us the full amount of the booking.

Wittenberg

- Changes; If you wish to change any detail of your confirmed booking we will do our best to make the change subject to an administration fee of €30 plus VAT per booking which will be payable to us once any change has been made together with any other resulting costs which may result in an increase or decrease in rate depending on the date and length of stay. Changes to the arrival date to later than the original date confirmed will be treated as a cancellation under Clause 6/7/8/9 below. All changes of date are subject to availability. Should any change be rejected, the original booking will be re-instated. Name changes or child age changes will not incur any charges or administration fee. Once in house changes to the departure date which result in a reduction in the length of stay will be subject to rate change
- Extensions; If you wish to extend a stay please give us as much notice as possible in order to facilitate your request. All extensions are subject to availability and rate change.
- Where notice to extend a stay has been given, we reserve the right to take all additional payments and charges from any credit/debit card used to make the original booking, or an invoice for the extended period will be sent to your billing address and payment must be made by return.
- edyn reserves the right to treat an early departure or reduction in the number of nights or apartments booked as a cancellation and apartments may be re-let and cancellation charges will apply. Non-arrivals will be treated as a cancellation and you will not be entitled to any refunds.
- Transaction fees are not refundable in the event of a cancellation.
- Cancellations; The cancellation policy should be requested at the time of booking.
- Notice Period; cancellation charges relate to the date prior to arrival when we are notified of the cancellation and will determine the cancellation charges incurred according to the scale below.

Length of stay / Rate plan	Notice period	Cancellation charge
7-30 nights (FLEXIBLE RATE)	7 days prior to arrival date	Minimum 7 nights

7-30 nights (NON-REFUNDABLE RATE)	N/A	NO REFUND
31+ nights (FLEXIBLE RATE)	31 days prior to arrival date	Minimum 14 nights
31+ nights (NON - REFUNDABLE RATE)	N/A	NO REFUND

These notice periods also apply to early departure, postponed arrival or reduction in the number of minimum night's stay.

For group bookings the minimum notice period and the cancellation charge per apartment, regardless of length of stay, is the same as for stays of 31 + nights.

5. Changes by Us

- We do not expect to have to make any changes to your booking however occasionally bookings have to be changed or cancelled or errors in information or other details corrected and we reserve the right to do so. If this does happen, we will contact you by telephone or email where reasonably possible. If a change has to be made or your booking has to be cancelled we will, if possible, offer you an alternative apartment of similar type and standard in a similar location for the same period. If the alternative apartment is advertised at a lower price, you will receive a refund of the price difference. However, if the alternative apartment is at a higher price the new price will be payable. If you do not wish to accept a change or any alternative apartment offered or we cannot offer you a suitable alternative apartment, you may be entitled to cancel your booking and receive a refund unless this is the result of an Event beyond our Control – see below. You should tell us as soon as possible whether you wish to accept any change or alternative apartment offered or alternatively if you want a refund.
- Events beyond our Control include but are not limited to the following: act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, revolution, the act of any government or authority (including but not

Wittenberg

limited to refusal or revocation of any licence or consent), fire, flood, lightning, explosion, fog or bad weather, epidemic, interruption or failure of a utility service (including but not limited to electricity, gas, water or telecommunications), renovations and building work undertaken at the property or in the local area, strikes, lockouts or boycotts, embargo, blockade.

6. Insurance

We are not responsible for the theft and/or damage of your personal belongings during your stay in any apartment booked, or any cars/ bikes parked at our properties. Therefore you are advised to ensure you have appropriate insurances in place. In addition you are advised to ensure you have appropriate travel insurance to cover cancellation and medical expenses.

7. Website

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites.

Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any accommodations made available. For our site and privacy terms click [here](#).

8. Liability

1. We are responsible for our own operated apartments, subject to the following

conditions.

2. All warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from any contract with us and these conditions shall apply in their place. However, nothing in these terms and conditions will affect your statutory rights if you are a consumer. Nothing in these terms and conditions limits or excludes our liability for death or personal injury resulting from negligence; or for any damage or liability incurred by you as a result of fraud or fraudulent misrepresentation by us, or any liability that cannot by law be excluded.
3. Subject to the limitations set out in these terms and conditions and to the extent permitted by law, we shall only be liable for direct damages actually suffered, paid or incurred by you due to an attributable shortcoming of our obligations in respect to our services, up to an aggregate amount of the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events).
4. However and to the extent permitted by law, neither we nor any of our officers, directors, employees, representatives, subsidiaries, affiliated companies, distributors, affiliate (distribution) partners, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents shall be liable for (i) any punitive, special, indirect or consequential loss or damages, any loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, (ii) any inaccuracy relating to the (descriptive) information (including rates, availability and ratings) of the accommodation as made available on our website, (iii) the services rendered or the products offered by the supplier or other business partners, (iv) any (direct, indirect, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, pursuant to, arising out of or in connection with the use, inability to use or delay of our website, or (v) any (personal) injury, death, property damage, or other (direct, indirect, special, consequential or punitive) damages, losses or costs suffered, incurred or paid by you, whether due to (legal) acts, errors, breaches, (gross) negligence,

Wittenberg

wilful misconduct, omissions, non-performance, misrepresentations, tort or strict liability by or (wholly or partly) attributable to the accommodation or any of our other business partners (including any of their employees, directors, officers, agents, representatives or affiliated companies) whose products or service are (directly or indirectly) made available, offered or promoted on or through the website, including any (partial) cancellation, overbooking, strike, force majeure or any other event beyond our control.

5. If you are booking for, as or on behalf of a business or business employee, that business shall indemnify us against all liabilities, costs, expenses, damages and losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by us arising out of or in connection with your, or your business's, breach or negligent performance or non-performance of these terms and conditions. If you are booking for, as, or on behalf of a business or business employee, our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of your booking shall be limited to the fees paid to us under your booking.

9.1 Your Accommodation

All apartments are occupied as serviced apartments and are only to be used as temporary or holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation. No persons other than the guests have the right to use the apartment. You are not permitted to reside in the apartment for more than 182 nights consecutively.

Although we would love to we cannot

guarantee an exact apartment number prior to arrival. The maximum guests in an apartment is determined by the number of beds in the apartment. If the maximum number is exceeded then we may refuse access to the accommodation and/or reserve the right to charge for additional apartments.

9.2 Check- In and Check-Out

The specific check- in and check-out policy should be requested at the time of booking and will be stated on the confirmation. Arrival or late departure may be available for an additional charge but cannot be guaranteed unless booked from the night before arrival or for the night after departure.

10 Facilities and Services

1. **Cleaning:** Your apartment is cleaned weekly. The day your cleaning is scheduled will be advised on arrival. Weekly housekeeping includes linen/towel change and general cleaning.

We provide all of our guests with toiletries, welcome teas & coffees, fresh milk and water in your apartment to get you started.
2. **Maintenance:** Routine maintenance is carried out regularly by our Management team; however, occasionally we may need access to your apartment to carry out essential maintenance. We will normally give you 24hours notice except in the event of an emergency when we require immediate access.
3. **Telephone:** Guests are responsible for all call charges incurred during their stay.
4. **Internet Access:** By using our internet service, you hereby expressly acknowledge and agree that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet, whether the connection is facilitated through wired or wireless technology. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage your computer.

Wittenberg

Accordingly, you agree that the owner and/or provider of this network is NOT liable for any interception or transmissions, computer worms or viruses, loss of data, file corruption, hacking or damage to your computer or other devices that result from the transmission or download of information or materials through the internet service provided.

A support service is available to assist guests connecting to the Internet but if in edyn's opinion the fault is deemed to be with the guest's equipment no support can be provided. Guests must not interfere, move or disconnect any equipment relating to the provision of the Internet access and must not use the connection for any illegal or immoral purpose (including but not limited to file sharing) and edyn reserves the right to pass on any record to the authorities should edyn be made aware of any such use. edyn reserves the right to disconnect a guest at any time without notice if, in edyn's opinion they breach any of these terms and conditions.

- 5 Security: Guests will be provided with an access card to access the property and the apartment. Additional sets can be provided on request. It is your responsibility to ensure you are in possession of these at all times and that they are returned at the end of your stay.
- 6 Interruption to services: We will make every effort to ensure that guests enjoy a peaceful stay, however, cannot guarantee or be held responsible for any failure or interruption of services to the apartment or the building, including electricity, air conditioning, water or any damage to telephone, broadband/ internet and other communications, including disruption or noise caused as a result of repair works being carried out in another part of the property. Where we are made aware of such failure or interruption we will endeavour to rectify such services within a reasonable period of time at our apartments.
- 7 Guest Services: Our guest services team is available to ensure your stay is as comfortable and enjoyable as possible. Contact details and working hours are made available on arrival.

11 Guest Responsibility

1. Guests are expected to comply with any regulations for use of the apartment. These are available on arrival, usually in the Guest Information Folder, in the apartment. If any guest breaches any of these conditions or the regulations, we reserve the right to request a guest vacate their apartment immediately without refund.
2. Smoking: Smoking is not permitted in any apartment or apartment building, this includes the use of electronic cigarettes. Any form of drugs is not permitted
3. Pets: Pets are not allowed in any apartment or apartment building.
4. Nuisance: Guests are required to behave in a responsible manner, respect the apartment and their fellow guests and keep noise to a minimum between the hours of 10pm and 7am. This includes causing any sort of nuisance or disruption to fellow guests or using threatening or abusive behaviour towards a member of staff on the phone, in writing or in person. Guests are not permitted to use the apartment for any illegal or immoral purposes. Any form of drugs is not allowed to be held or used on the premises of the Wittenberg. An additional charge will be made if the Management team is called out in response to a nuisance complaint.
5. Age Restrictions: Guests must be aged 18 years or older unless agreed otherwise by prior agreement in writing with the property. All children under the age of 18 must be accompanied by a parent or guardian and are to reside in the same apartment or interconnecting room. A passport or driving licence should be presented on arrival otherwise you may not be permitted to stay.
6. Visitors: Guests are responsible for their visitors. Non-residents will not be allowed access to the apartments after 11pm and we operate a strict no party policy.
7. Damage: Guests are required to keep the apartment, furniture, fittings and effects in the same condition as on arrival. Inventories and condition reports can be provided at the start and end of the stay, if required, at an additional cost. You are required to notify us

Wittenberg

of any damage, loss or broken items or matters requiring general maintenance. Any damage to the apartment will be charged in full. In the event that these are discovered after departure we will notify you or the booker within 7 days of departure with full details and where possible photographic evidence.

8. Cleanliness: We expect the apartments to be left in a reasonable state of cleanliness and order on departure. An additional charge will be made for extra cleaning or specialist cleaning to return the apartment to a fit state for occupation. Additional charges may include compensation for loss of revenue in addition to cleaning and repairs.
9. Lost Property: All your possessions should be removed from the apartment on the date of departure. We will use reasonable endeavours to retain any lost items for up to 3 months after your departure date. Email reception@thewittenberg.com or enquiries relating to lost items.
10. Storage: Where facilities are available and at the owners risk storage of luggage may be provided at an additional charge.

12. Additional Charges

As a guide, additional charges include, but are not limited to the following:

- 1 Breakages, loss or damage to the apartment or any of its contents
- 2 Cleaning, specialist treatment charges where more than routine cleaning is required or smoking has occurred: €200.
- 3 Inventory and condition reports: €50.
- 4 Lost access cards: A small charge may apply
- 5 Storage of luggage
- 6 Telephone call charges
- 7 Other services e.g. car parking, dry cleaning, laundry, extra cleaning may be available on request
- 8 VAT and local taxes are payable on all additional charges and where the level of the additional charges is not specified in these conditions, we will charge you the actual cost together with any administration costs. Prices for additional charges may change at any time. For payment of additional charges see clause 2.6.

13. Health and Safety

We take the health and safety of all our guests seriously. On arrival we suggest you familiarise yourself with the layout of the apartment and building and the health and safety procedures as detailed in your apartment.

14. Quality and Feedback

We are committed to providing quality accommodation and conduct regular audits to ensure that high standards are maintained at the apartments. We also welcome feedback from our guests and ask them to complete a guest satisfaction survey on departure. We value this feedback which provides us with useful information on how we can improve our services further.

14. Complaints

In the unlikely event that you are dissatisfied with any aspect of your accommodation please notify the General Manager as soon as possible in the first instance. If you do not give us the opportunity to resolve a problem during your stay, it is impossible to help. We aim to deliver the best possible customer service, but in the unlikely event that you are dissatisfied with our service, please contact us by email to

reception@thewittenberg.com

16. Privacy

We may use your contact details to tell you about our services and apartments including special offers that we think may be of interest to you. If you do not want us to use your contact information please let us know by email to marketing@edyngroup.com. All information collected or properly obtained during the booking process will be processed in accordance with our Privacy Policy which, with our Site Terms, is incorporated into these conditions. Telephone calls may be monitored and/or recorded as a security measure, to help us to train our staff and improve our service to you

17. General

We reserve the right to change these conditions from time to time. If guests are in breach of any of these conditions, we reserve the right to request that guests vacate their apartment immediately. These terms and conditions and all other contracts are solely governed by Dutch Law, even if the legal

Wittenberg

relationship is partly or entirely implemented abroad, or a party to the legal relationship resides abroad.

18. Website

Reasonable care has been taken to ensure that the content of our website (and/or other means of promotion or advertising) is correct but it is subject to amendment at any time without notice. All content on our website (and/or other means of promotion or advertising) is published in good faith but you acknowledge that we cannot check the accuracy of all information. Given the above factors, we do not warrant that any of the content on our website (and/or other means of promotion or advertising) accurately or completely describes any of the apartments. Our website may link to other websites and we are not responsible for the data policies, content or security of these linked websites. Our website (and/or other means of promotion or advertising) will only have a general representation of the accommodation shown. Actual apartment size, design, fixtures, furnishings and facilities may vary. Our website does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or (star) rating of any accommodations made available. For our website and privacy terms click [here](#).

edyn Operated properties booked "Online" via edyn operated websites

19. Your Online Booking

If you make an instant online booking, you will be taken to a confirmation screen with a summary of your booking, including your booking reference number and the booking conditions made up of the apartment's payment terms, cancellation policy and check-in procedure. Shortly after making your booking, you will also receive a full confirmation email re-iterating this.

Please note that different terms, conditions and cancellation policies in relation to all online bookings via the own website and affiliated websites (for example Booking.com, Expedia.com) may apply depending on the accommodation or rate type selected. Please read carefully the accommodation rate details that are provided before you make your online booking. You are advised to check the rate details before making your online reservation.

20. Special Requests

1 See clause 2.3

21. Group Bookings

1 When attempting to book a group booking on www.thewittenberg.com you will be prompted to submit an enquiry; edyn Offline / Group conditions will then apply to your booking request.

22. Payment

1. Our online payment policy is clearly displayed on our website at the time of booking on the confirmation page and may also be provided on your confirmation email. Secure payment to be made via credit or debit card on www.thewittenberg.com
2. www.thewittenberg.com operates as a **NO-FEE** service. This means we do not add any credit card fees, service fees or hidden extra's to the rate displayed.
3. Payment to be made in Euro. We cannot be held responsible for rate changes between booking and time of cancellation.
4. A Security Deposit to cover "additional charges" (see clause 12), including breakages, damages, extra cleaning and further
5. If payment does not reach us at the required time we reserve the right to suspend or cancel any booking made. Any late payments will result in interest being charged at 4% above Central European Bank base rate for the period concerned.

23. Payment of Additional Charges

See clause 2.6

24. Pricing

When you make a reservation through our website www.thewittenberg.com the rate you see on your search results page at the time of booking is the rate we apply and confirm to you. Rates are per apartment, not per person and are inclusive of VAT unless otherwise stated.

The rates we advertise are to the best of our knowledge correct at the date of publication but we reserve the right to change any rates from time to time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking or our cost

Wittenberg

of supplying the accommodation changes as a result of tax changes or currency fluctuations beyond our control.

25. Changes, Extensions and Cancellations

Our online cancellation policy is clearly displayed on our website at the time of request/booking. For Changes and Extensions see clause 4

1. Booking conditions relate to the payment and cancellation terms displayed online when booking. These may differ between apartment type and rate booked; it is your responsibility to read these carefully.
2. Cancellation charges relate to the date prior to arrival when we are notified of the cancellation and will determine the cancellation charges incurred according to apartment type and rate booked online. These notice periods also apply to early departure, postponed arrival or reduction in the number of minimum night stay.
3. Payment terms (also relate according) to apartment type and rate booked online.

26. Changes by Us

See clause 5

27. Insurance

See clause 6

28 Liability

See clause 8

29 Check-In and Check-Out

2.1 The check-in and check-out policy is clearly displayed on our website at the time of booking. See clauses 9.2

2.2 When booking live at the time of booking the arrival and checkout policies will be stated on the property page under “essential information”, please take note of this essential information to prevent any problems gaining access to your apartment. See clause 9.3

b. Departure

The procedure for departure will be confirmed on arrival.

30. Facilities and Services

See clause 10

31. Guest Responsibility

See clause 11

32. Additional Charges

See clause 12

33. Health and Safety

See clause 13

34. Quality and Feedback

See clause 14

35. Complaints

See clause 15

36. Privacy

See clause 16

37. General

See clause 17