

General Terms and Conditions bnbmanager

ARTICLE 1 – Definitions

In these general terms and conditions, the following terms have the following meanings unless explicitly stated otherwise.

Client: the natural person who is offering a property for temporary rental and who, to this end, wishes to award a contract to bnbmanager.

Contractor: the private company with limited liability bnbmanager Nederland, established in the Raadhuisstraat 52^E in Amsterdam, registered in the Trade Register of the Chamber of Commerce in Amsterdam under number 66340357, user of these general terms and conditions.

Renter: the natural person with whom the **Client** enters into an agreement for the temporary rental of the property.

Agreement: the agreement | Mediation in temporary rental as used by bnbmanager Nederland B.V.

In case of conflict between the provisions of these general terms and conditions and the provisions of the Agreement, the provisions of the Agreement will always prevail.

ARTICLE 2 – Establishment of the Agreement

- 2.1 These terms and conditions apply to every tender, quote and agreement between the Contractor and the Client, to which the Contractor has declared these terms and conditions applicable, insofar as these terms and conditions have not been explicitly deviated from by the Parties expressly and in writing.
- 2.2 If the contract is concluded electronically at a distance, it is possible that, in deviation from the previous paragraph and before the agreement is concluded at a distance, the text of these general terms and conditions could be made available to the consumer in an electronic manner in such way that these can be simply saved by the consumer on a durable data carrier. If this is not reasonably possible, it will, before the agreement is concluded at a distance, be indicated where the general terms and conditions can be viewed electronically and that, on request from the Client, this will be forwarded along an electronic route or by other means free of charge.
- 2.3 These terms and conditions also apply to all agreements with the Contractor, which require the involvement of Third Parties for implementation.
- 2.4 If one or more of the stipulations of these general terms and conditions is/are invalid or void, the remaining provisions of these general terms and conditions remain fully applicable. Client and Contractor will then enter into consultations to agree on new provisions to replace the void or voided provisions, where, if and insofar possible, the purpose and intent of the original provision will be observed.

ARTICLE 3 – Cooperation by the Client

- 3.1 Client is responsible for the correctness and completeness of the data that falls under her responsibility that she provided to the Contractor (whether via the Order Form) and should ensure that all data and files, which the Contractor, at her own discretion, requires for the correct and timely implementation of the awarded contract, are handed to the Contractor in the desired format and manner.
- 3.2 The Client undertakes to ensure that the Contractor is immediately informed of facts and circumstances that could be of importance with regard to the correct and timely implementation of the Contract.

- 3.3 Unless the nature of the Contract dictates otherwise, the Client is responsible for the correctness and reliability of the data and files provided, even if they originate with or are acquired from Third Parties.

ARTICLE 4 – Implementation of the Agreement

- 4.1 All work performed by the Contractor will be performed to the best of her knowledge and ability. There rests a best-efforts obligation on the Contractor in respect of the envisaged work, unless clearly stipulated otherwise.
- 4.2 Contractor determines the manner in which and by which employees the Contract is implemented, although with due consideration to the requirements communicated by the Client as far as possible.
- 4.3 The Contractor is entitled to offset all the costs incurred by her and invoiced to her with the earnings of the Client. The Client disputing the usefulness, necessity or quality of the work performed or the cause of the defect to be repaired will not prejudice the right to offset.
- 4.4 The Contractor can carry out more work than provided for in this Contract and charge the Client for doing so, after the Client granted advance permission for doing so. However, if the Contractor, under her (legal) duty of care, has to perform additional work, she is entitled to charge this to the Client, even if the Client did not give her explicit advance permission for performing the additional work.
- 4.5 If the Client wants to involve Third Parties in the implementation of the Contract, she will, when the amount of €150.- is exceeded, only proceed with doing so after having reached agreement about this with the Contractor, as the direct or indirect involvement of a Third Party in the implementation of the Contract could have a significant impact on the Contractor's options to correctly implement the Contract. The provisions of the previous sentence apply mutatis mutandis to the Contractor.

ARTICLE 5 – Confidentiality

- 5.1 Unless any statutory provision, regulation or other (professional) rule obliges him/them to do so, the Contractor and the employee(s) employed by him, have a confidentiality obligation towards Third Parties in respect of the confidential information obtained from the Client. Client can grant exemption in this regard.
- 5.2 Save for the written permission of the Client, the Contractor is not entitled to use the confidential information made available to him by the Client for a purpose other than for that for which it was obtained. However, an exception is made here in case of the Contractor representing himself in civil or criminal proceedings where this information could be of importance.
- 5.3 Unless there is any legal provision, regulation or any other rule that obliges disclosure by the Contractor, whether with the advance permission of the Client, the Contractor will not disclose the content of reports, opinions or other written or oral statements by the Client to Third Parties.
- 5.4 Contractor and Client will impose their obligations, under this article, on Third Parties whom they engaged.

ARTICLE 6 – Rates

- 6.1 If, after the establishment of the Agreement, but prior to the Contract being fully implemented, there is a change in pricing factors such as wages and/or prices, the Contractor is entitled to adjust the rates agreed on previously, accordingly.
- 6.2 The remuneration of the Contractors is exclusive of the additional fees paid by the Renters, costs of the Contractor and exclusive of expense claims by Third Parties engaged by the Contractor.

- 6.3 All rates are exclusive of VAT and other levies (that could be) imposed by government, unless stipulated otherwise in the Agreement.

ARTICLE 7 – Payment

- 7.1 The Renter makes payments to the Contractor on the dates and in the way prescribed by this advertisement channel in question or in the way the Contractor instructed the Renter to do.
- 7.2 The portion of the payments made by the Renter, agreed on with the Client, received by the Contractor, as referred to in paragraph 1 of this article, will be transferred to the Client into the account number and/or online (bank) account made available to the Contractor by the Client for this purpose. Only entries that have already been finalised in the month in question will be transferred.
- 7.3 The Client is never entitled to offset any amounts due and payable by her to the Contractor.

ARTICLE 8 – Complaints

- 8.1 The Client ensures the correctness and completeness of, and is responsible for, the data that he has provided. Complaints from the Client, concerning problems that are visible from the outside, should forthwith be brought to the attention of the Contractor by the Client. This must be in writing with a clear and precise description of the complaint.
- 8.2 Complaints about issues that, at the time they were dealt with, were not visible from the outside, and also did not become apparent during a careful and timely check, should be brought to the attention of the Contractor by the Client within fourteen days of these becoming apparent, in the manner set out in paragraph 1 of this article.
- 8.3 Any claim from the Client towards the Contractor regarding the treatment(s) performed by the Contractor lapses if:
- The problems were not brought to the attention within the periods set out in this article and or/not brought to the attention of the Contractor in the prescribed manner;
 - The Client provided no or little cooperation to the Contractor in respect of the merits of the complaints;
 - The Client can also not appeal to the guarantee when the problems originated from or are the result of a circumstance that the Contractor cannot exert any influence on.

ARTICLE 9 – Termination

- 9.1 Termination is only possible in writing in accordance with the provisions of the Agreement.
- 9.2 The Agreement may be terminated in writing (in the interim) by either Party without due consideration to a notice period in case of the other Party being incapable of paying her debts or if a guardian, an administrator or a liquidator has been appointed, the other Party is subject to debt restructuring or, for whatever reason, if the other Party ceases her activities; if the other Party deems it reasonably likely that one of the situations referred to above will occur at one of the Parties or if a situation has developed that justifies immediate termination in the interest of the terminating Party.
- 9.3 If the Client has proceeded with (interim) termination, the Contractor is entitled to compensation for the costs arising on her side that he reasonably had to incur as a result of the early termination of the Agreement, unless there are facts and circumstances underlying the termination that are attributable to the Contractor.

ARTICLE 10 – Liability

- 10.1 The Contractor will perform the work to the best of her ability and, moreover, with due consideration to the carefulness that can be expected from a Contractor. If an error is made because of the Client having provided the Contractor with incorrect or incomplete information, the Contractor is not liable for the resulting damage.

- 10.2 The carefulness referred to in paragraph 1, among others, relates to the house keys that the Client provided to the Contractor. If one or more of the keys is/are nevertheless lost by the Contractor, the Client may require new (duplicate) keys from the Contractor, with a maximum compensation of €35.- per lost key, or replacement of the lock. In that case, the Client reserves the right to the choice of the type/brand of lock and to the delivery of three keys at most.
- 10.2 The Contractor's liability, in each case, is always limited to €500.- unless her insurer pays out more.
- 10.3 The Contractor will not be responsible for violation of the house rules, theft and/or damage and/or wear caused by the Renter but will, if he notices this or is made aware of this by the Client, attempt to render the Renter in question liable or submit a claim to any insurance of the advertisement platform in question. Moreover, the Contractor reserves the right to only make this offer when the damage amounts to at least €75.- and it does not pertain to the loss of jewellery, clothing, linens, towels and/or liquor. There are no guarantees attached to the efforts of the Contractor.
- 10.4 The Contractor is not liable for the work performed by Third Parties, also if this work was performed by these Third Parties in the framework of the Client's instructions to the Contractor. The limitation of liability used by Third Parties applies in all cases, also in the legal relationship between the Client and Contractor.
- 10.5 Contractor is not liable for fines, tax (debts) or for (consequences of) the termination of the rental agreement by the Landlord of the Client resulting from the temporary (sub)lease of the Client's house.
- 10.6 Contractor is not liable for indirect damages, including consequential damage, lost profits or lost savings.
- 10.7 Imposed (administrative) fines or other consequences for the Contractor in relation to conducting her services for the Client will be recovered from the latter. Amounts could be off-set with funds that have not yet been paid out.
- 10.8 Contractor can only pay out what he has actually received for the Client and is never liable for the funds that are not paid out by the advertisement channel, the payment processor or have demonstrably been stolen as a result of fishing/hacking.
- 10.9 Undeserved or overpaid funds as well as incorrectly addressed transactions to the Client by the Contractor should be repaid within seven days at the request of the Contractor. Contractor is not liable for transactions paid into the account number provided by the Client, or for the consequences of evasion.

ARTICLE 11 – Expiry period

Unless stipulated otherwise in the Agreement, the claim rights and other powers of the Client, for whatever reason, against the Contractor, will anyway lapse after the expiration of one year of the time of the occurrence of a fact in terms of which the Client could apply these rights and/or powers towards the Contractor.

ARTICLE 12 – After-effect

The provisions of this Agreement, of which the explicit or implicit intention is that they will remain in force even after termination of this Agreement, will afterwards remain in force and be binding on both Parties.

ARTIKEL 13 – Applicable law and choice of forum clause

- 13.1 Dutch law applies to all Agreements between the Client and the Contractor.
- 13.2 All disputes arising from this Agreement will be submitted to the Competent Court in Amsterdam, unless a mandatory law stipulates that another Court is competent to hear the dispute.