

# CONSERVATORIUM

AMSTERDAM

## TERMS & CONDITIONS

These are the Terms and Conditions of the Conservatorium hotel, Chamber of Commerce 50975773 and having its registered offices at Van Baerlestraat 27, 1071 AN Amsterdam, VAT number 823028070B01, which are applicable to all services of the Conservatorium hotel and every use of the website [www.conservatoriumhotel.nl](http://www.conservatoriumhotel.nl) and underlying web pages (hereinafter: "website").

By using the website, you agree to bind by these Terms and Conditions. the Conservatorium hotel is entitled to modify these Terms and Conditions at any time without prior notice. It is recommended that you (re)view these Terms and Conditions upon your repeated use of the website.

### Booking and services

You can reserve a room in the Conservatorium hotel via the website. All reservations must be guaranteed with a credit card which is valid on the day of arrival. Non-guaranteed reservations are not accepted.

To any booking that is performed through the website, the then applicable rates and conditions shall apply. The Conservatorium hotel shall at all times be entitled not to accept or perform a booking or to set additional conditions for the acceptance or performance of a booking.

Any personal data the Conservatorium hotel collects about you will be processed according to the Conservatorium hotel Privacy Policy.

You will make use of the services of the Conservatorium hotel in accordance with the applicable law, these Terms and Conditions, respectability and in accordance with the reasonable instructions of the Conservatorium hotel as published on the website or provided in the hotel. Consequently, you are not allowed to use the services for illicit purposes and effects, in a manner that may be injurious to the rights and/or interests of third parties or that may in any way harm the Conservatorium hotel, to be determined by the Conservatorium hotel. If you act in violation of the foregoing, the Conservatorium hotel reserves the right to refuse any further services to you. You are liable for any and all damages and costs incurred by the Conservatorium hotel as a result of the violation without prior demand or notice of default being required.



THE SET  
COLLECTION

# CONSERVATORIUM

AMSTERDAM

## Cancellation and termination

Reservations must be cancelled or modified at the latest at 3 p.m. (local time at the hotel) one day prior to arrival to avoid a one night fee including tax. No-Show fee: one night including tax.

As the services of the Conservatorium hotel concern accommodation and/or recreational services which should be performed in a certain period or at a certain date and/or time, statutory regulations that give the customer the right to terminate the agreement entered into remotely without stating reasons and within a specific term do not apply to the agreement concluded through the Website, nor to the services.

## Payment

Please note that we do not accept any cash payments.

The rates mentioned on the website are inclusive of VAT and any other levies unless specified otherwise. When justifiable reasons exist, the Conservatorium hotel reserves the right to amend these rates without prior notice.

In the event of untimely payment or failure to pay, you shall be in default, without prior demand or notice of default being required. If you still fail to pay the claim despite demand or notice of default, the Conservatorium hotel may hand over the claim for collection.

## House rules

By entering the hotel, bar, restaurants and spa you automatically agree to the following rules of conduct:

- Respectful and courteous behaviour is expected of all guests.
- Having access to the bar from 6 p.m. is from the age of 18. We reserve the right to ask for your ID.
- Experiencing a spa treatment is from the age of 18. We reserve the right to ask for your ID.
- Requests from employees and security need to be followed at all times.
- Verbally or physically; any form of harassment, violence, aggression or other inappropriate behaviour will not be tolerated. In the event of violation of this, you will need to leave the hotel immediately. If you witness such behaviour, please report this immediately to management of the hotel.



THE SET  
COLLECTION

# CONSERVATORIUM

AMSTERDAM

- The use of so called soft drugs/ hash or marijuana is not allowed in the public areas, nor do we allow the use of nitrous oxide. The use of soft drugs on the premises is not allowed. Smoking of cigarettes is only allowed outside the building. If found smoking in the room, you will be charge with "a full room night" smoking fine.
- The use of hard drugs and being in the possession of it is strictly forbidden.
- For being in the possession of any weapon the police will be informed without warning. Also being in the possession of an item that can be used as a weapon is not allowed.
- Guests are obliged to leave their coats in the wardrobe on the hallways.
- In line with our safety regulation it is not allowed to bring a baby stroller into Taiko Cuisine. Strollers must be stowed securely in the wardrobes on the hallways.
- No glass or Chinaware is to be removed from the bar or restaurants.
- Entry behind the bar and cashiers is strictly prohibited.
- By Dutch law we reserve the right to refuse admittance.
- All guests staying or visiting a room need to be administrated by reception per ID.
- Parties in rooms are only allowed by approval of General Manager during office times.
- By hiring a room you are responsible for the behaviour of your guests.
- Having cylinders of nitro oxygen in the room is prohibited.
- For your and our safety we cannot allow open fire like candles, fireworks, barbeques, camping cooking etc.
- We do not allow persons that create an atmosphere that we as hotel find uncomfortable for our employees and guests and may result in a denied access to the hotel.
- It is mandatory to store valuables in a room safe or safe deposit when being absent and the hotel cannot be held responsible for any loss or damage.
- Persons under the age of 18 must be in the presence of the parents or an official guardian.
- Any verbal or physical sexual innuendo / behaviour towards our employees will not be tolerated and result in a forced departure, order to leave the hotel or the end of an Akasha Membership.



THE SET  
COLLECTION

# CONSERVATORIUM

AMSTERDAM

## Filming & photoshoot policy

At the Conservatorium, we encourage guests to capture their experiences in photo or video form for their own personal and / or social media use. However, our first priority will always be the experience, safety and privacy of our guests. We are experiencing an increase in the number commercial shoot requests and as a result we have a policy against the use of any of our facilities for unauthorised professional and / or commercial photography or videography (based on copywriting). Kindly note that professional or commercial photographers or videographers undertaking an unauthorised shoot and who are not guests of the hotel, will be asked to leave the hotel premises immediately.

Requests to use any area of the hotel as a location for commercial photo-shoots or filming as well as special occasion / wedding shoots should be directed to the marketing department. These photo / video shoots are subjected to location fees and require organisation so that we minimise any disruption to our guests. As our first priority will always be the experience of our hotel guests, no music video-shoots are allowed in the rooms and suites. For photo / video shoot requests, please contact the marketing department via [marketing@conservatoriumhotel.com](mailto:marketing@conservatoriumhotel.com).

## Allowed

- Guests may shoot non-commercial photography or video for their own personal use in their room or suite or in public areas of the hotel but must respect the privacy and well-being of other guests in the hotel.
- Commercial photography or videography will only be permitted if the hotel management has given their express permission prior to the shoot taking place. All photography or videography requests will be reviewed and approved based on occupancy, availability and suitability of content.

## Rights of intellectual property in the website

You acknowledge and agree that the website contains material which is protected under copyright law. Certain names, words, titles, phrases, logos, icons, graphics or designs in the pages of this website may constitute trade-names, trade-marks or service marks of the Conservatorium hotel or its affiliates. The display of trademarks, trade names or service marks on pages at this website does not imply that a license of any kind has been granted to anyone else.

# CONSERVATORIUM

AMSTERDAM

You are free to download the material posted on this website for non-commercial purposes, to store it temporarily on a single computer, and to print it solely for your own personal purposes. You agree that you do not acquire any ownership rights in any downloaded content. You may not distribute copies of the material for any purpose or 'frame' it in any site you create or operate. You agree to abide by all copyright notices, information and restrictions contained in any content on this website.

Any unauthorised downloading, transmission, republication or other copying or modification of material posted on this website, including trademarks, trade names and service marks, may violate trade-mark law and copyright law, and may result in legal action. The Conservatorium hotel reserves the right to take legal action against any unauthorised use of the trade-names, trademarks and images of the Conservatorium hotel and its affiliates found on this website.

## No unlawful or prohibited use

As a condition of your use of this website, you warrant to the Conservatorium hotel that you will not use this website for any purpose that is unlawful or prohibited by these Terms and Conditions.

The Conservatorium hotel is under no obligation to monitor or review discussions, chats, postings, transmissions, bulletin boards, and the like on this website and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the website. If you are of the opinion that a part of the contents of the website is in violation of intellectual property rights or in any other way unlawful, you must send a notification to the Conservatorium hotel with a complete and accurate indication of the content involved and why it is unlawful.

You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law. The Conservatorium hotel will fully cooperate with any law enforcement authorities or court order requesting or directing the Conservatorium hotel to disclose the identity of anyone posting any such information or materials.



THE SET  
COLLECTION

# CONSERVATORIUM

AMSTERDAM

## Disclaimer of warranties

The Conservatorium hotel has compiled the information on this website for the use of guests, prospective guests and travel professionals. The information, material and software algorithms contained in this website or which may be downloaded from this website, including text, graphics and hyperlinks, are provided 'as is' and 'as available'. The information and material contained in this website are believed to be accurate and complete at the time of their posting. Although the Conservatorium hotel attempts to ensure that all information and material remain current and accurate, they are subject to change without notice and the Conservatorium hotel does not warrant their accuracy, completeness and currency at all times. In addition, the Conservatorium hotel does not warrant the accuracy, adequacy or completeness of software algorithms and expressly disclaims liability for errors or omissions in any software algorithms.

The Conservatorium hotel does not guarantee that the website and/or its services is accessible at all times and without interruptions or breakdown.

No warranty of any kind, implied, express or statutory, including but not limited to warranties as to non-infringement of intellectual property rights or third party rights, title, latent defects, uninterrupted service, merchantability, fitness for a particular purpose and freedom from computer viruses, is given in conjunction with the information, materials and software algorithms.

## Exclusion of liability

The liability of the Conservatorium hotel due to an attributable breach of its obligations and/or on account of an unlawful act or otherwise will be limited to compensation for direct damage suffered by you to an amount not exceeding the total price paid by to the Conservatorium hotel for the services from which the liability followed. However, under no circumstances will the total liability of the Conservatorium hotel for direct damage, of whatever nature, exceed an amount of €500,-.

Direct damage is understood to mean exclusively:

- a. damage to property;
- b. reasonable costs incurred in assessing the cause and the extent of the damage, in so far as the assessment is related to direct damage as referred to in these Terms and Conditions;



THE SET  
COLLECTION

# CONSERVATORIUM

AMSTERDAM

c. reasonable costs incurred in preventing or limiting damage, in so far as you prove that such costs led to a limitation of direct damage as referred to in these Terms and Conditions.

Any liability of the Conservatorium hotel for damage other than direct damage (“indirect damages”), including – but not limited to – moral or consequential damages, loss of profits, loss of opportunities, loss of information, expenses arising in connection with this website or in connection with any hyperlinked website or damages arising from the use of or the inability to use the website, software algorithms or hyperlinked websites by interruption, defect, delay in operation or transmission, computer virus or line or system failure, is expressly excluded.

The restrictions mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of the Conservatorium hotel or its managers (“own actions”).

A condition for the creation of a right to damages will always be that you must report the damage to the Conservatorium hotel in writing as soon as possible after it arises. Any claim for damages against the Conservatorium hotel will lapse by the mere expiry of a period of 6 months from the inception of the claim.

## Links to third party websites

The Conservatorium hotel does not control any third party website and is therefore not responsible for the content of any linked website or any link contained in a linked website. The Conservatorium hotel provides such links only as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by the Conservatorium hotel of the linked website or any information contained in it. Software algorithms made available and hyperlinks to other internet resources are at your own risk. The content, accuracy, opinions expressed, and other links provided by these software algorithms and resources are not investigated, verified, monitored, or endorsed by the Conservatorium hotel.



THE SET  
COLLECTION

# CONSERVATORIUM

AMSTERDAM

## Applicable law and jurisdiction

These Terms and Conditions as well as all agreements and all disputes that might come from or might be connected with the Terms and Conditions, the use of the website or the services of the Conservatorium hotel are governed by Dutch law. This choice of law will not, however, have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of your domestic law.

To the extent that national or international rules of law do not prescribe otherwise as mandatory, any disputes that arise from or are related to these Terms and Conditions or the use of the website or the services of the Conservatorium hotel will solely be submitted to the competent court in Amsterdam.



THE SET  
COLLECTION