

## **HOUSE RULES & GENERAL TERMS AND CONDITIONS JOINN! Houten B.V.**

1. A non-smoking policy applies throughout the whole building. Smoking is also not permitted on the City Loft balcony. Only at the terrace of the restaurant you are allowed to smoke.
2. Instructions given by personnel must be followed.
3. Use of own furniture and equipment is not permitted.
4. Constructional and/or installation adjustments are not permitted.
5. Screwing, sawing, drilling, painting or similar activities are not allowed in the City Lofts.
6. When checking out the City Lofts must include the complete inventory and be left in the original condition.
7. The mattress protector must always be kept on the mattress, because of the hygiene.
8. The induction cooker may not be put higher than a maximum of 7.
9. Deep-frying food is not permitted in the City Lofts.
10. The use of strong and aromatic spices is not permitted.
11. If a guest stays over in your City Loft, you have to mention this to the reception.
12. You are solely responsible for the behaviour of your guest(s).
13. Eating and drinking in bed is not allowed.
14. Weapons and/or drugs are forbidden.
15. To minimize the risk of fire hazard, candles may only be burned in the two tea light holders, which are part of the City Loft inventory.
16. Pets are not permitted.
17. Belongings may not be stored on the balcony.
18. No items may be hung on the façade of the building or onto the balcony.
19. Aggression and racism will not be tolerated.
20. Harassment and (sexual) intimidation will not be tolerated.
21. Theft will not be tolerated and the police will be informed.
22. Appropriate attire is required.
23. You must grant access to your City Loft to JOINN! personnel for cleaning and repairs.
24. Be considerate to your neighbours and environment.
25. Rehiring of the City Loft is not allowed.

In case of violation of our House rules, based on of the General terms and conditions, the decision can be made to terminate unilaterally the contract made between you and JOINN! Houten B.V. as well as to immediately denying you access to JOINN! and to include your total deposit. Dependent on the situation a report will be filed with the police. Any (future) costs will be recouped from you. The management accept no liability for any theft, loss or damage to your personal belongings. For the interest of your and our safety we have security cameras inside the public areas and outside.

# HOUSE RULES & GENERAL TERMS AND CONDITIONS JOINN! Houten B.V.

## **PART I: GENERAL**

### **Article 1. Definitions**

1. *JOINN!*: the private company JOINN! Houten B.V. established and based in (3995 DW) Houten at the address Onderdoor 5, KvK-number: 63777010 (CoC).
2. *Guest*: natural or legal person who enters into an agreement with JOINN! to deliver service to the guest and the natural person who makes use of one or more (catering) services or other services offered by JOINN!.
3. *Services*: Services shall mean, in the broadest sense of the word, the provision of accommodation and/or (office) rooms and/or food and/or beverages, as well as the performance of all related activities and/or services, by JOINN!.
4. *In writing*: all correspondence via email and postal letters.
5. *Agreement*: the agreement between JOINN! and the Guest in which JOINN! agrees to provide service to the Guest and/or for the benefit of the Guest.
6. *Hotel Agreement*: the agreement concluded between JOINN! and the Guest regarding the use of a City Loft, or hotel room.
7. *City Loft*: the room/hotel accommodation offered by JOINN! where the Guest will stay based on the hotel agreement.
8. *Short Stay*: this is the case when a hotel agreement is concluded for the use of a City Loft for the maximum of thirty (30) days.
9. *Long Stay*: this is the case when a hotel agreement is concluded for the use of a City Loft for more than thirty (30) days up to the maximum of one (1) year.
10. *Corporate City Loft*: the rental of a City Loft by a statutory body for the use of one of their employees.
11. *Double occupancy*: this is the case when the Guest is not alone in using the City Loft but also has someone accompanying the Guest.
12. *Reservation*: the written and/or digital confirmation of the agreement between both parties, specifying in which period the guest acquires services and the amount payable by the Guest to JOINN!.
13. *Booking details*: all the information and data concerning the reservation, check-in and -out date, the number of nights, the number of guests, the amount payable to JOINN! etcetera.
14. *Group reservation*: the hotel agreement with a guest concerning the rental of five (5) or more City Lofts booked by one company or statutory body.
15. *Meet& Train*: the services provided by JOINN! consisting of the provision of small to large (3-80 persons) coaching-, training-, and meeting rooms. Also for reservations lunches, dinners and drinks for 15 persons or more.
16. *WorkSpaces*: the services provided by JOINN! consisting of the provision of independent workspaces, equipped with a variety of facilities.

### **Article 2. Applicability of General Terms and Conditions**

1. These General Terms and Conditions apply to all offers, agreements and conclusions of agreements between JOINN! and the Guest, insofar as these terms and conditions have not explicitly deviated from by the parties in writing.
2. The applicability of any general conditions that the Guest may have is herewith explicitly rejected.
3. If any clause, partial or complete, in these general terms and conditions is held to be invalid, the remainder shall remain in force. In such case, the invalid clause shall be replaced forthwith in consultation between the parties by a clause, which reflects the intent of the original clause as closely as possible.
4. If JOINN! does not pursue strict compliance of these terms and conditions, this does not imply that these conditions are not valid or that JOINN! would lose the right to persist on these conditions.

### **Article 3. Quotations, offers and prices**

1. All quotations and offers by JOINN! are non-binding and will expire two weeks after the date of issue on the quotation, except if otherwise stipulated in the quotation then after the expiry of that period, unless otherwise agreed by the parties in writing.
2. JOINN! is not bound to its quotations or offers if the Guest could reasonably have expected that the relevant quotations or offer, or part thereof, contains an apparent mistake or clerical error.
3. Unless otherwise stated, all prices are exclusive of value added tax.

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### Article 4. Formation and termination of agreements

1. An agreement with JOINN! is achieved and can only be considered binding after a confirmation of the agreement is sent to the Guest by JOINN!.
2. Those who enter an agreement on the behalf of the Guest are jointly and severally liable for fulfilling all obligations arising from the agreement.
3. JOINN! has the right to have certain activities executed by a third party.
4. The Guest shall ensure that all data, indicated by JOINN! as being necessary or that the Guest ought to reasonably understand to be necessary for the performance of the agreement, are provided to JOINN! promptly.
5. If JOINN! has not been provided on time with the information necessary for the implementation of the agreement, then JOINN! is entitled to postpone the implementation of the agreement and/or to charge the extra costs resulting from the postponement to the Guest, in accordance to the then usual rates.
6. JOINN! can examine a reservation request by using sites such as Crimimail for example. Crimimail is an international database, which consists out of data about doubtful tenants, stolen goods, vehicles and vessels. For more information visit [www.crimimail.com](http://www.crimimail.com).
7. JOINN! has the right to terminate the agreement with immediate effect without prior notice of default or legal intervention being required if:
  - a) after confirming the agreement circumstances become known to JOINN! that gives serious reason to doubt whether the Guest will shall comply with their obligations;
  - b) the term of payment set by JOINN! is exceeded;
  - c) the Guest is declared bankrupt, or been placed under administration by the court;
  - d) the Guest's assets or claims are seized;
  - e) the Guest, being a legal entity, is dissolved or liquidated;
  - f) the Guest, being a natural person, is placed under administration or guardianship, his assets and liabilities become subject to administration and/or the Guest deceases.
8. In the event of a termination, as referred to in paragraph 7, the Guest will owe JOINN! the total amount owed if the agreement had been continued undisturbed, without prejudice to the right to claim a compensation of damages from the Guest.

### Article 5. Liability of JOINN!

1. In the event that JOINN! is liable, this liability will be limited to the provisions laid down in this article.
2. JOINN! will not be liable for damage, of any kind, that occurred because JOINN! assumed incorrect and/or incomplete data provided by the Guest. Nor shall any liability be incurred by JOINN! in respect of damage incurred as a result of acts or omission, which violate any house rules and/or general terms and conditions set by JOINN! and/or the instructions appointed by the employees of JOINN!. Nor shall JOINN! be liable for any damage for which a claim for compensation already exists by another insurance.
3. If JOINN! is liable for any damages, then the liability shall be limited to twice the invoice value.
4. In any case JOINN!'s liability is limited to the amount paid by its insurer in the relevant case.
5. JOINN! is solely liable for direct damage and consequently not for indirect damage. Indirect damage is understood to mean: consequential loss, loss of profits, lost savings, loss caused by interruption of operations and/or loss of goodwill.
6. JOINN! is not liable for hindrance, damage or costs resulting to the Guest's or third parties' properties, if these damages are a direct result of:
  - a) the failure of JOINN!'s electricity and/or computer system;
  - b) the theft or damage of JOINN!'s material and facilities;
  - c) faulty items which the Guest has made available.

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### **Article 6. Force majeure**

1. JOINN! shall not be required to fulfil any obligation to the Guest if they are prevented from doing so as a consequence of a circumstance and therefore is not attributable to fault and which is not regarded as their responsibility by virtue of the law, legal action or according to generally accepted standards.
2. In these General Terms and Conditions, force majeure is understood to mean, apart from what is understood to mean by law and jurisprudence, all external causes, foreseen or unforeseen, on which JOINN! cannot exert its influence, but as a result of which JOINN! is not able to meet its obligations, including strikes at JOINN! or third party companies. JOINN! will also be entitled to invoke force majeure if the circumstance preventing performance or (further) performance arises after JOINN! should have performed its obligations.
3. JOINN! may suspend the obligations ensuing from the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each party is entitled to terminate the agreement without any obligation to pay damages to the other party
4. In the event that on the commencement of the force majeure JOINN! has partially complied with its obligations under the agreement or will be able to comply with them, and independent value is attached to that part of the obligations that has been or will be complied with, it is entitled to invoice the Guest separately for the said part. The Guest is obliged to pay this invoice as if it were a separate agreement.

### **Article 7. Indemnification**

1. The Guest shall safeguard JOINN! against possible claims filed by third parties who may sustain damage attributable to JOINN! in connection with the execution of the agreement for which other parties than JOINN! are liable.
2. If JOINN! does receive a claim by a third party, the Guest is required to assist JOINN! in both extrajudicial and judicial proceedings, and do everything that might be expected of the Guest without delay. Should the Guest remain in default in taking adequate measures then JOINN! is entitled to proceed thereto itself without proof of default. All costs and damage that has thereby occurred at the side of JOINN! and/or third parties are integrally at the expense and risk of the Guest.

### **Article 8. Guest's liability for damage**

1. The Guest is liable for damages suffered by JOINN! or is held liable by third parties, in which damage is caused by or is the result of any service performed by the Guest as a result of a breach of contract and/or wrongful act and/or failure to act in accordance with the instructions and/or house rules and/or general terms and conditions set by JOINN!.
2. The Guest shall be jointly and severally liable for such damage caused by any person accompanying the Guest during their stay, in which case the presence of the Guest by JOINN!. For the Guest a strict risk liability applies.
3. Aforementioned liabilities also apply with respect to the damages caused by any animal and/or property of which the Guest -and/or the person accompanying the Guest- are the owner, holder and/or supervisor.

### **Article 9. Payment and final settlement**

1. The Guest will owe the applicable amount as specified in the agreement. JOINN! may charge the Guest an additional amount for special services, such as, though not exclusively, the use of cloakrooms, lockers, cleaning appliances/service, telephone, etcetera.
2. The Guest and the ones accompanying are jointly and severally liable for all amounts which one or both of them may owe to JOINN! on any account. The Agreement with JOINN! shall be considered to be concluded on behalf of all who accompany the Guest.
3. For registration and provision of the access card and possible locker keys, a deposit will be charged to the Guest. The deposit will be refunded to the Guest at the end of the agreement between the two parties. JOINN! may recover all sums owed by the Guest on any account out of the amount deposited. The surplus of the deposit generated after the settlement shall be refunded to the Guest.
4. Payment must be paid in the Dutch currency (euro). If JOINN! accepts a payment in a foreign currency, then the market exchange rate in force at the time of payment shall apply. In that case JOINN! is authorised to charge the Guest with an administration cost that corresponds to a 10% of the amount offered in foreign currency. JOINN! is never obliged to accept cheques, giro payment cards and other such instruments of payment and may attach conditions to the acceptance of such instruments of payment.

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5. If a Guest requests to pay on invoice and the total amount of the account is less than €150,00 including VAT, then JOINN! is entitled to charge €25,00 incl. VAT to the Guest on the invoice for administrative costs.
6. All accounts, including accounts relating to Cancellation or No-show, are due for payment by Guest at the time they are presented or sent out to them. The Guest is responsible for paying in cash unless agreed otherwise.
7. As long as the Guest has not entirely fulfilled all their obligations, JOINN! is entitled to take over and keep all assets which the Guest has brought with him to JOINN!, until the Guest has fulfilled all his obligations to JOINN! to the satisfaction of JOINN!. In addition to a right of retention, JOINN! will be assigned a right of pledge in the case in question with regard to the assets.
8. In the event of a non-payment the Guest is directly legally in default. In that case and from that time onwards the Guest owes JOINN! a default interest, which interest will be equal to the statutory commercial interest in force at the time. Furthermore JOINN! is entitled to charge the Guest with €25,= (twenty-five euro) incl. VAT for administrative costs.
9. In the event of late payment, the Guest due to pay JOINN! a compensation for extrajudicial collection costs and JOINN! shall be entitled to additionally increase its claim by the amount of collection costs. The amount of the debt and extrajudicial costs will be determined in accordance with the Netherlands Extrajudicial Collection Costs Decree.
10. If parties have agreed upon automatic direct payment, the Guest must ensure that there are sufficient funds available on their account. For every denied payment which cannot be carried out due to insufficient funds, JOINN! is entitled to charge the Guest with an administrative fee of € 25,= (twenty-five euro) for each time.
11. Every payment shall, regardless of any remarks or observations made by the Guest at the time of payment, be deducted from the costs of execution, the judicial and extrajudicial collection costs, the interest, the damage, and finally the principal amount.
12. Payment shall be made without any reductions or setoffs. The Guest is not authorised to refuse payment in case of a claim raised to JOINN!.
13. JOINN! is entitled to amend its rates. The new rates are automatically applied to all new future contracts.

### **Article 10. House rules**

1. In order to maintain peace and order within JOINN! and to guarantee good quality service to all of its guests, strict house rules apply for all staying at JOINN! and/or using JOINN!'s services. The house rules can be found in clearly identifiable positions in our locations and are also available at the reception.
2. JOINN! has the right to terminate an agreement with the Guest, without term of notice, in the event that the Guest or ones accompanying the Guest, repeatedly violates the house rules and/or behaves in such a way that the order, peace or normal exploitation of JOINN! is disrupted as a result. At the first request the Guest and all who accompany the Guest must immediately leave JOINN!. JOINN! is not obliged to justify any such decision.
3. JOINN! is entitled to refrain from providing service to the Guest or any accompanying the Guest if they do not behave in a way that is fitting to the standards of JOINN!. In such case the Guest and any accompanying the Guest must immediately leave the location. JOINN! can in this respect observe requirements with respect to the appearance and/or occurrence of the Guest.
4. Pets are not allowed in any of the JOINN! locations, nor belonging to the Guest or any accompanying the Guest.
5. JOINN! is entitled to terminate any agreement on the grounds of justifiable fear that the public order may be disturbed. Termination will occur following consultation with the local authorities. In such case JOINN! is not obliged to provide any form of compensation.

### **Article 11. Opening hours**

1. In appropriate and/or individual cases different opening hours can apply and/or be agreed upon, against a payment of a surcharge to be agreed upon.

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### **Article 12. Smoking policy**

1. De whole location of JOINN! is non-smoking (excluding the restaurant terrace on the first floor). When there is detected the guest is violating or has violated the non-smoking policy (inside the building, or their City Loft or on their balcony, JOINN! is forced to send a fine of €250,00 (including tax) and is giving a last warning. When there is noticed a second violation of the smoking policy, the hotel agreement will be unilateral dissolved. After this termination the Guest will have to leave the premises and the deposit will be kept by JOINN!

### **Article 13. Complaints**

1. If the Guest has a complaint, they must notify JOINN! immediately. If the complaint concerns a shortcoming of JOINN! in its performance of the agreement concluded between both parties, then the Guest should promptly, but within five days after the discovery of the shortcoming, state their complaint to JOINN!. Complaints must be submitted in writing.
2. Lodging a complaint does not relieve the Guest of their obligations as determined in the agreement between both parties, in particular it does not relieve the Guest of their payment obligation to JOINN!.

### **Article 14. Intellectual property rights**

1. JOINN! reserves the rights and powers vested in it under the Copyright act and other intellectual laws and regulations. JOINN! has the right to use by the use of an agreement at its side increased knowledge for other purposes, provided that no strictly confidential information of the Guest will be notified to third parties.

### **Article 15. Personal details**

1. JOINN! shall not share any of the Guest's personal details to third parties, unless one of the following exceptions apply.
2. JOINN! is permitted to share personal details to third parties if:
  - a) the Guest has given their specific approval;
  - b) if required for legal regulation or for legal proceedings;
  - c) to protect the right or the property of JOINN!;
  - d) to prevent an offence from occurring or to protect state security;
  - e) suspicion of illegal or fraudulent activities;
  - f) to protect the personal safety of other members or users of JOINN!;
  - g) if necessary for the service of JOINN! (JOINN!'s service consists of amongst other things, that the Guest can submit an application for work-, office-, or meeting spaces), JOINN! can then send this application to a party who offers suchlike space.
3. Service providers requested by JOINN! such as, but certain not limited to, newsletter senders, will not be regarded as third parties in the meaning of this article.

### **Article 16. Lost and found**

1. Lost or abandoned items from third parties that are found by the Guest, should be immediately be handed in to a staff member of JOINN!.
2. Any objects, which the rightful owner has not claimed from JOINN! within 3 months of their being handed in become the property of JOINN!.
3. If JOINN! sends the Guest any objects that have been left behind, this shall take place entirely for account and risk of the Guest. JOINN! is never obliged to send items off.

### **Article 17. Applicable law and Disputes**

1. On agreements between parties, as well as on any agreements resulting from those agreements Dutch Law shall be governed.
2. Unless prescribed otherwise by force of law, the magistrate in Utrecht has exclusive jurisdiction to take cognizance of all disputes, which arise under or are connected with the agreement concluded between the parties.

**PART II: HOTEL AGREEMENT – CITY LOFTS**

**Article 18. Conclusion and cancellation of the hotel agreement**

1. All offers established in the hotel agreement of JOINN! are non-binding and in any event apply solely when the capacity of JOINN! is adequate.
2. The hotel agreement is formed through the acceptance of the Guest's reservation by JOINN! confirmed to the Guest. This also applies to Guest responses JOINN!'s offers and for reservations or bookings by the Guest through JOINN!'s website.
3. A hotel agreement that has been entered into by an intermediary (shipbrokers, travel agencies and/or other (catering) establishments) shall be considered for account and risk of this intermediary. Unless expressly agreed otherwise in writing to JOINN! and the Guest that no commission, provision will be owed to any intermediaries.
4. If JOINN! accepts a reservation request from the Guest and the capacity of JOINN! appears inadequate, JOINN! is entitled to amend or cancel the hotel agreement. JOINN! shall inform the Guest of this at least five (5) days before the first scheduled overnight stay, provided this is possible, if not JOINN! will inform the Guest urgently.
5. The Guest is required to notify their presence at the JOINN! location before 18.00 o'clock the first day of their reserved stay. If the Guest does not show up on time, JOINN! is entitled to cancel the reservation. This shall not affect the payment obligations of the Guest. This provision will not apply if the Customer has provided a payment guarantee for the reserved period.
6. If an amendment of arrival and/or departure date is agreed upon, the original hotel agreement will expire and a new hotel agreement will be established upon mutual consent. Amendment and cancelation conditions will apply as mentioned in article 21, 22 and 23.
7. The Guest is aware that during their stay at JOINN!, also in the case of a Long Stay, it is considered a short stay, as referred to in article 7:232 paragraph BW. The operation of JOINN! as a hotel establishment is aimed at providing temporary, short stay for up to maximally one (1) year rooms for Guests. JOINN! as a company, as it stands at present, cannot exist if Guests can invoke rent protection and extend their stay at JOINN!. Parties agree with each other that the Guest is not entitled to rent protection and that the conditions set in the Civil Code relating to the rental of housing do not apply to the agreement between both parties.
8. All hotels agreements are strictly personal. Unless otherwise stated, no changes can be made therein during the term of the agreement. The Guest itself must be the main user of the contracted City Loft. Re-hire the City Loft is not allowed.

**Article 19. JOINN!'s obligations**

1. JOINN! will provide the Guest with the agreed upon City Loft (room) in the agreed upon period and/or the agreed upon services such in conformity with the quality standards that apply within JOINN!.
2. The provisions of paragraph 1 are not applicable if:
  - a) in case of force majeure;
  - b) the Guest does not present themselves on time to JOINN! – in accordance with article 17 paragraph 5 of these general terms and conditions- and did not provide a payment guarantee in time.
  - c) the Guest fails to comply timely and/or completely with the obligations, of whatever nature, that the Guest has towards JOINN!.
3. JOINN! will provide, unless otherwise agreed in writing, the City Loft to the Guest from 15:00 o'clock on the first day of the reservation up till 10:00 o'clock on the last day of the reservation. The Guest is obliged to leave and empty the City Loft on the day of departure, in its original state and hand in the access key(s) to JOINN! at the latest at 10:00 o'clock (and on weekends before 12:00 o'clock).
4. JOINN! has the right to offer the Guest a hotel accommodation other than the accommodation that was to be made available according to the Hotel agreement. If the Guest has objections against this, the Guest has the right to immediately cancel the hotel agreement. In case the offered and accepted hotel room is cheaper than the originally agreed upon City Loft, the Guest is entitled the amount saved. JOINN! will not under any circumstances be obligated to provide any further compensation for damages.

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### Article 20. Online reservations

1. An online reservation made via JOINN!'s website by the Guest shall be deemed reservation directed at JOINN!. After confirmation a cancellation is only possible when it conforms to these general terms and conditions.
2. JOINN!'s website, and more specifically the reservation system present, gives an accurate as possible impression of the availability, however cannot be seen as an exact representation of the actual availability. The information provided on the website of JOINN! has been compiled with the utmost care. Nonetheless, the data may contain inaccurate and/or incomplete information due to transmission errors and/or technical defects or other circumstances. All Online Reservations are subject to alterations and/or errors on JOINN!'s website. In the event that the alterations and/or errors referred to in this paragraph lead to price changes, the Customer will be entitled to cancellation free of charge.

### Article 21. Deposits and inventory checks

1. JOINN! can at any time require the Guest to deposit or arrange to have deposited with JOINN! a guarantee deposit amounting at most to the Reservation Value less any interim payments already made. Guarantee deposits received shall be subject to proper accounting procedures, shall serve exclusively as security for JOINN! and definitely do not count as already realized turnover.
2. Within 48 hours of arrival the Guest is expected to do an inventory check in the City Loft. Any missing item of defect must be immediately be communicated to JOINN!.
3. After the Guest checks out JOINN! will conduct an inventory check. All missing or broken items, which have not been mentioned by the Guest stated in the inventory check conducted by the Guest, will be charged to the Guest. Any defects will be deducted and offset from and the deposit paid by the Guest. This also applies if any additional cleaning of the City Loft is required after the Guest has checked out.
4. JOINN! will refund the deposit to the Guest upon check out. Any outstanding payments will be deducted and offset from the deposit.
5. The deposit will be refunded to the account number used for the original payment. If the Guest desires the refund to be transferred to a different account number, then this must be notified to JOINN! in a timely matter.
6. JOINN! will deposit the refund within two (2) weeks after the Guest's departure.
7. If the refund of the deposit is refused as the result of a closed, expired or blocked account number, then JOINN! is entitled to deduct from the deposit or charge the customer the sum of € 25,= (twenty-five euro) incl. VAT to cover administration costs.

### Article 22. Conditions Short Stay (stays from 2 nights up to 31 nights)

1. A hotel agreement is irrevocable and can be annulled solely as and with due observance of the provisions of these General Terms and Conditions. These rules can be deviated with if both parties mutually agree.
2. For online reservations the article 6:230p sub e of the Netherlands Civil Code is applicable, in which is determined that the Consumer is not entitled to terminate the hotel agreement.
3. A Short Stay reservation can only be deemed definite when confirmed by JOINN! via email.
4. Rates are including VAT and excluding tourist tax and subject to price amendments as well as tax legislations.
5. Cancellations should be made in writing and/or by e-mail and must state the date from which the cancellation shall take effect.
6. The Guest is obliged to leave their City Lofts before 10 AM on the departure date and leave the City Loft in the same state as the City Loft was by check-in and deliver the key card at the reception desk.
7. Cancellation conditions for Short Stay (stays of 2 nights up to 31 nights):
  - a) can be cancelled free of charge up to 7 days prior to the arrival date
  - b) when cancelled 7 days up to 48 hours prior to the arrival date, the Guest owes JOINN! 25% of the agreed upon amount.
  - c) when cancelled 48 hours up to 24 hours prior to the arrival date, the Guest owes JOINN! 50% of the agreed upon amount.
  - d) when cancelled less than 24 hours prior to the arrival date, as in case of no-show, the Guest owes JOINN! 100% of the agreed upon amount.
  - e) when cancelled during the stay, the Guest owes JOINN! 100% of the agreed upon amount and no form of restitution will be offered for any possible remaining nights.
- 8) Notwithstanding the above, for group reservations different cancellation conditions apply as mentioned in article 24 in these general terms and conditions, unless when a reduction in the



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amount of City Lofts as mention in article 24 paragraph 6 is concerned. In such case cancelation conditions apply to reduce the amount of City Lofts as mention in the above-mentioned article.

### **Article 23. Conditions Long Stay (stays from one month up to the maximum of 12 months)**

1. A hotel agreement is irrevocable and can be annulled solely as and with due observance of the provisions of these General Terms and Conditions. These rules can be deviated with if both parties mutually agree.
2. For online reservations the article 6:230p sub e of the Netherlands Civil Code is applicable, in which is determined that the Consumer is not entitled to terminate the hotel agreement.
3. A request made by the Guest for a Long Stay, will firstly be accepted as a provisional reservation by JOINN!. Once JOINN! has received the request, JOINN! is entitled to either accept or deny the request. After approval by JOINN! the request will be confirmed via email. Only after this email is received will the reservation be definite.
4. The Guest will receive a down-payment invoice together with the reservation conformation. This invoice will include the first complete month of stay and any other extra night stays previous to the first full month of stay and added a one-off deposit.
5. Rates are including VAT and excluding tourist tax and subject to price amendments as well as tax legislations.
6. Down-payments need to be transferred to JOINN! at least 14 days after the invoice date and must have been received by JOINN! before check in.
7. Monthly payments must be transferred to JOINN! within 14 days after the invoice date and must be received by JOINN! before the start of the new calendar month.
8. The cancellation of a reservation must be done in writing and must be supplied with the date in which the cancellation occurs.
9. The Guest is obliged to leave their City Loft before 10 AM on the last day of which he is staying and leave it in the same state as the City Loft was at check-in and deliver the key card at the reception desk.
10. Cancellation conditions Long Stay (stays for more than one month):
  - a) can be cancelled free of charge up to two months prior to the arrival date
  - b) when cancelled from two months up to one month prior to the arrival date, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 20% of the amount the Guest owes for the remaining (agreed-upon) months.
  - c) when cancelled from one month up to 7 days prior to the arrival date, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 50% of the amount the Guest owes for the remaining (agreed-upon) months.
  - d) when cancelled made less than 7 days prior to the arrival date, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 70% of the amount the Guest owes for the remaining (agreed-upon) months.
  - e) when cancelled during the stay, the Guest owes JOINN! the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 75% of the amount the Guest owes for the remaining (agreed-upon) months.
11. Notwithstanding the above, for group reservations different cancellation conditions apply as mentioned in article 24 in these general terms and conditions, unless when a reduction in the amount of City Lofts as mention in article 24 paragraph 6 is concerned. In such case cancelation conditions apply to reduce the amount of City Lofts as mention in the above-mentioned article.

### **Article 24. Conditions Corporate City Loft**

1. A hotel agreement is irrevocable and can be annulled solely as and with due observance of the provisions of these General Terms and Conditions. These rules can be deviated with if both parties mutually agree.
2. A request made by the Guest for a Corporate City Loft, will firstly be accepted as a provisional reservation by JOINN!. Once JOINN! has received the request, JOINN! is entitled to either accept or deny the request. After approval by JOINN! the request will be confirmed via email. Only after this email is received will the reservation be definite.
3. The concerning Corporate City Loft(s) will be reserved on the name of the Guest whom must be a legal body. Corporate City Lofts can be reserved for periods of six (6) months.
4. The Guest will receive a down-payment invoice together with the reservation conformation. This invoice will include the first six months of stay and any other extra night stays previous to the first full month of stay and added a one-off deposit.
5. Payments need to be transferred within 14 days after the invoice date.
6. The first payment must be received by JOINN! prior to the first check in.

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7. Rates are including VAT and excluding tourist tax and subject to price amendments as well as tax legislations.
8. The Guest is entitled to check out their employees once a month and check in another employee during the period of the agreement.
9. The personal details of the employee must be supplied to JOINN! timely by the Guest by manner of a copy of the passport and possible visa.
10. The Guest shall be solely responsible and liable for the conduct and behaviour of their employee using the City Loft.
11. Cancellations should be made in writing and/or by e-mail and must state the date from which the cancellation shall take effect.
12. Cancellation conditions Corporate City Loft:
  - a) can be cancelled free of charge up to two months prior to the arrival date
  - b) when cancelled from two months up to one month prior to the arrival date, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 20% of the amount the Guest owes for the remaining (agreed-upon) months.
  - c) when cancelled from one month up to 7 days prior to the arrival date, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 50% of the amount the Guest owes for the remaining (agreed-upon) months.
  - d) when cancelled made less than 7 days prior to the arrival date, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 70% of the amount the Guest owes for the remaining (agreed-upon) months.
  - e) when cancelled during the stay, the Guest owes JOINN! the amount already paid to JOINN! at the moment of cancellation, increased by 75% of the amount the Guest owes for the remaining (agreed-upon) months.

### **Article 25. Group reservations**

1. In case of a group reservation, JOINN! can grant the Guest a right of option. Such right of option can only be issued in writing. The right of option shall expire if the option holder fails to confirm the option must become a (definitive) reservation within the response term determined by JOINN!
2. A right of option can be exercised for up to two (2) months prior to the check in date and will then automatically expire, unless parties have expressly otherwise agreed to in writing.
3. The Guest can finalize their right of option by amending this to a definitive reservation and explicitly notifying JOINN!. The reservation will only be considered a binding hotel agreement after confirmation of the reservation by JOINN!.
4. JOINN! will send the invoice for the group reservation after confirming the definite reservation to the Guest. This amount concerns 100% of the reservation amount and must be transferred to JOINN!'s bank account two months prior to the arrival date.
5. The Guest is obliged to provide JOINN! with a list of names of the Guest for who the reservation has been made seven (7) working days prior to the arrival date.
6. After making a definite reservation the Guest cannot decrease the amount of rooms in the group reservation. If the Guest wants to cancel one or more City Lofts, the cancellation conditions mentioned in article 21 and 22 apply. Raising the amount of originally reserved rooms is only possible when discussed with and agreed upon by JOINN!. An increase is only possible when sufficient City Lofts are available.
7. The right of option can be cancelled free of charge. If the right of option has been transferred into a definitive reservation, the following for cancellation applies:
  - a) in the event of a full cancellation of the group reservation, the reservation can be cancelled free-of-charge two months prior to the arrival date.
  - b) in the event of a full cancellation of the group reservation in the time-frame from two (2) months up to four (4) months prior to the arrival date, 50% of the agreed-upon amount will be owed by the Guest to JOINN!.
  - c) in the event of a full cancellation of the group reservation in the time-frame later than four (4) weeks prior to the invoice date, 100% of the agreed-upon amount will be owed by the Guest to JOINN! and in the case of a lunch or diner reservation, those costs as well.

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### Article 26. Hotel agreement extension

1. It is possible to extend the current hotel agreement on the basis of the following conditions, if the extension does not exceed the maximum staying duration of 9 months.
2. The extension must be declared in writing by the Guest before the 21<sup>st</sup> of the final agreed-upon month of the reservation. If the extension is declared later than the 21<sup>st</sup> of the final agreed-upon month, JOINN! is obliged to charge €25,= including VAT for administrative costs.
3. JOINN! will determine if the extension is possible on the basis of availability.
4. The monthly costs belonging to the period in which the extension takes place will be considered as a new reservation.

### Article 27. Cancellation of hotel agreement by JOINN!

1. JOINN! is entitled to cancel the hotel agreement if the Guest has contravened any of the general terms and conditions and/or the house rules.
2. Upon cancellation of the hotel agreement under the preceding paragraph, the Guests' payment obligation remains until the end of the hotel agreement.
3. The Guest is jointly and severally liable for any damage or any foreseeable loss made by the Guest or anyone accompanying the Guest in case of a breach of the general terms and conditions and/or house rules.

### Article 28. Maximum duration of stay and registration and deregistration in the municipality

1. JOINN! provides temporary residence for a period of maximum nine (9) months. This entitles that after nine (9) months, another reservation and/or an extension of the stay is not possible unless the Guest is a natural or legal person.
2. If a reservation is made for longer than nine (9) months, JOINN! retains the right to cancel this reservation. Payments made in advance will be refunded minus the deposit (in case the Guest already stayed at JOINN!).
3. If the Guest purposely provides false personal information to bypass the nine (9) month rule, the hotel agreement will immediately be terminated and the Guest is obliged to pay compensation to JOINN! which is equal to the amount owed in the case of a cancellation during a stay, increased by 75% of the amount the Guest owes for the remaining (agreed-upon) months.
4. Only in the case of Long Stay is the Guest allowed to register themselves at the municipality on JOINN!'s address (in the Key Register of Persons). The Guest is obliged to deregister themselves from JOINN!'s address within one (1) month beyond the term of the hotel agreement. JOINN! can request proof of deregistration from the Guest. Upon check out the Guest must show a confirmation of deregistration to JOINN!. If the Guest refuses to do so, JOINN! is entitled to not return the deposit to the Guest and charge the Guest with any possible further charges which may occur.
5. In line with the above, if the Guest does not timely deregister themselves from JOINN!'s address, JOINN! is entitled to communicate to the municipality that the Guest no longer is residence at JOINN!'s address and will deregister the Guest from the relevant address or will request the municipality to start an investigation into the Guest's address details. By entering into the hotel agreement the Guest irrevocably grants JOINN!, in applicant to the above-mentioned, power of attorney to deregister them for JOINN!'s address at the municipality. This power of attorney will only be used if the term of one (1) month in which the Guest needed to deregister is exceeded
4. If the Guest does not agree to the new hotel agreement due to the double occupancy surcharge (as abovementioned in subsection b), then the payment obligation as set in the original hotel agreement will remain.
5. The provisions set out in paragraph 3 allow JOINN! complete freedom and at its own discretion choose to for example terminate, continue and amend the hotel agreement.

**PART III: FLEXOFFICES, MEET&TRAIN AND WORKSPACES**

**Article 29. Guest obligations**

1. The Guest is deemed to be present at the location and the time agreed upon with JOINN!. If this obligation is not complied with JOINN! is not obliged to offer a reimbursement and is authorized to cancel the reserved hours/days/sessions/packages.
2. The Guest is required to follow the instructions given by JOINN! or any third parties hired by JOINN! to ensure the proper implementation of the agreement.
3. Visitors (such as family members or colleagues) are not permitted, unless they meet the conditions set in the terms and conditions for the use of the workspace and/or meeting room.
4. The Guest is not permitted to use the trade name of JOINN! without the expressed consent of JOINN!, specifically not for business purpose or in a negative manner.
5. JOINN! is permitted to shoot promotional footage in JOINN! showing the Guest (for example during an event organized by the Guest) without prior consent of the Guest.

**Article 30. Cancellations**

1. The following applies with respect to the cancellation of reservations:
  - a) a reservation can be cancelled free-of-charge up to one (1) month prior the reservation date;
  - b) in the event of a cancellation conducted in the period of one (1) month up to fourteen (14) days prior the reservation date is not free-of-charge as the Guest will be obliged to pay JOINN! 35% of the value of the reservation;
  - c) in the event of a cancellation conducted in the period of fourteen (14) days up to seven (7) days prior the reservation date is not free-of-charge as the Guest will be obliged to pay JOINN! 60% of the value of the reservation;
  - d) in the event of a cancellation less than seven (7) days prior the reservation date, the Guest will be obliged to pay JOINN! the full amount of the reservation.

**Article 31. Specific provisions concerning the FlexOffices**

1. All rights to use the workspaces and meeting rooms are subject to availability.
2. Reservations for a FlexOffices are calculated in sessions of three (3) hours. Reservations for the coaching room are calculated by the hour with a minimum of two (2) hours.
3. The Guest must leave the workspaces and meeting rooms behind in a clean and tidy state. JOINN! is authorized to charge the Guest with any necessary (additional) cleaning and/or repair costs.
4. Surcharges will be charged separately per reservation on the basis of subsequent calculation.
5. Rates are including VAT and excluding tourist tax and subject to price amendments as well as tax legislations.

**Article 32. Payment obligations**

1. The payment of invoices must be paid within fourteen (14) days of the invoice date. In the event of non-timely payment (after the expiry of the 14 days payment term) the Guest shall be in default without a notice of default or reminder being required
2. The general terms and conditions pursuant of article 9 are applicable for the Guest who fails to make a payment in time (including but not limited to owing any statutory commercial interest, extrajudicial costs, administration costs etcetera).

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### Article 33. Specific provisions concerning the Meet& Train

#### *Right of option:*

1. JOINN! can grant the Guest a right of option for the rental of rooms and meeting rooms. JOINN! will then make an offer/quotation stating the validity of the option. The maximum period of validity for this right of option is equal to the validity of the preceding offer. The Guest can finalize their right of option by writing to JOINN! for an amendment, if confirmed by JOINN! the guest will receive a confirmation changing the option a definitive reservation. The right of option shall expire if the option holder fails to confirm the option must become a (definitive) reservation within the response term determined by JOINN!. If the Guest alters a reservation three times, €25 euro including VAT will be charged for administrative costs to create a new right of option.

#### *Rates and VAT:*

2. All prices are excluded VAT (unless otherwise indicated) and subject to amendments per calendar year as well as amendments in the tax legislations.

#### *Down payment:*

3. If the worth of the reservation exceeds €1.500,- including VAT, JOINN! will charge the Guest with 50% of the total amount after sending the reservation confirmation. The remaining 50% will be charged after the meeting or event together with any additional subsequent calculations.

#### *Credit policy:*

4. If the Guest wants to pay with an invoice they will need to be admitted to JOINN!'s debit file. For this the following documentation must be supplied:
  - The signed reservation agreement printed on your own company paper.
  - A copy of registration with the Chamber of Commerce, which is not older than 6 months.
  - VAT number.

#### *Use of meeting rooms/areas:*

5. The rooms reserved by the Guest may only be used for the purpose, which both parties entered in to the agreement. JOINN! reserves the right to, without being held liable for any compensation, refuse and/or remove any goods and services which would be contrary to public policy.
6. The Guest is held responsible for all persons whom the Guest has invited or who otherwise have any relationship with the Guest and are in the proximity to JOINN! or any (part) of the rooms belonging to JOINN!. The Guest is also held responsible for any damage caused by these persons from whatever cause or reason renouncing any claims JOINN! has to the persons in question.
7. In case of gross misconduct (to be determined by JOINN!) of the Guest or persons whom have been invited by the Guest or who otherwise have any relationship with the Guest and are in the proximity to JOINN! or any (part) of the rooms belonging to JOINN!, JOINN! is authorized to deny access to the persons to JOINN! as well as cancel their stay and if necessary remove the persons in question from the location.
8. The Guest is not permitted to rent out the location to third parties and/or to provide the location in any other way, without prior written consent from JOINN!.
9. Extending or overrunning the time arrangement can only be permitted if the room is still available and the manager of JOINN! gives permission. The Guest will then be charged with an additional cost.
10. When changes in the room formation are submitted within 24hours prior to the reservation, a surcharge of €75,- excluding VAT will apply for additional person costs.
11. The Guest is responsible for providing the correct specific cables and peripheral equipment.
12. For accepting and storing packages and any other necessities prior to the reservation, JOINN! will charge an additional €25,= including VAT per item for storing.

#### *Amendments in the number of persons:*

13. Amendments in the number of persons up to a maximum of 10% of the agreed upon amount in the reservation, can be forwarded to JOINN! free-of-charge up to 48 hours before the meeting is due to start. For a decrease of more than 10% of the original amount of persons originally agreed upon, JOINN! is entitled to, for the amount of persons above the 10%, charge the full cost per person for the agreed upon amount.
14. Amendments in the number of persons received within less than 48 hours before the meeting is due to start, JOINN! is entitled to charge the Guest the full amount originally agreed upon.
15. JOINN! reserves the right to amend the rooms reserved by the Guest. Amendments in the number of persons must be confirmed by telephone as well as in writing to JOINN!. By an increase in the number of persons, additional costs will be charged. Agreement to the increase in the amount of people will only be possible on the basis of availability.

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### *Cancellation by JOINN!*

16. JOINN! is entitled to cancel an agreement in specific circumstances at its own discretion. If possible JOINN! will offer the Guest a substitute space, under the same conditions, for the agreed upon period or another period. The Guest is entitled to reject the alternative offered by JOINN!. This must be disclosed to JOINN! in writing at the latest one (1) week after the offer has been sent (in any case 48 hours before the start of the agreed upon period). The substitute shall be deemed accepted in the absence of a reply. When the refusal has been made known to JOINN! on time, the amount paid to JOINN! in advance will be refunded at the earliest possible convenience.
17. In the event of misconduct by the Guest as referred to in the General Terms and Conditions, JOINN! is authorized to unilaterally terminate the agreement. This termination does not allow for the Guest to receive a refund for the sums already paid. The Guest will still owe the agreed upon amount yet to be paid. The Guest will not be entitled to any compensation in case of cancellation or termination of the agreement by JOINN!

### *Other matters:*

18. It is not prohibited to bring or supply your own food and drink without written permission of JOINN!
19. Images, drawings, descriptions, declarations, colours and other information in JOINN!'s quotations serve only as a general indication of the provided room(s), offered services and operations, and/or goods delivered of which the details are not binding.
20. In the event of a composite price quotation, there is no obligation for JOINN! to partially implement the services included in the offer at a proportionate part of the quoted price
21. In the event of a composite price quotation, the date mentioned on the first reservation will be considered as the reservation date on which the conditions are applicable.
22. Any additions, such as catering, audio-visual resources, parking cards, print costs, technical support and other matters which have not been determined in the quotation, reservation and/or agreement, can be provided during the meeting, at the discretion of JOINN! and subject to availability. Surcharges will be charged separately per reservation on the basis of subsequent calculation.

### **Article 34. Amendments General Terms and Conditions**

These general terms and conditions have been compiled with the utmost care. JOINN! is entitled to make any amendments to these conditions. The amended conditions will come in to force 24 hours after the guests have been informed via email. The latest version will always be available at our reception or on our website: [joinn.nl/en/termsandconditions](https://joinn.nl/en/termsandconditions)