

# Barts *Boekje*

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions consist of the following sections, subdivided according to the type of service provided by Barts Boekje B.V.:

- A. Barts Boekje - General Terms and Conditions - with regard to all services of Barts Boekje
- B. Barts Boekje - General Terms and Conditions - with regard to (sponsored) content / advertisements / dofollow links / sponsoring
- C. Bart Boekt - General Terms and Conditions – with regard to the service provision to accommodations concerning the reservation of accommodations and the promotion thereof by Barts Boekje

### **A. Barts Boekje - General Terms and Conditions - with regard to all services of Barts Boekje**

#### **1. Definitions**

**Offer:** the legal act, the offer, whether oral or not, that leads to an Agreement after acceptance thereof (as referred to in Article 6:217 of the Dutch Civil Code). Any offer from Barts Boekje that is made to the Client, following a request for the execution of an Order.

**Termination:** all forms of termination or dissolution of the Agreement.

**Barts Boekje:** Barts Boekje B.V., established at Oudezijds Achterburgwal 121A (1012 DE) in Amsterdam, registered with the Trade Register of the Chamber of Commerce under number 74495348.

**Content:** The content produced by Barts Boekje for the Client, which is placed by Barts Boekje on Website(s) or social media platforms.

**Service(s):** the Services to be provided by Barts Boekje to the Client on the basis of the Agreement, which in any case include: offering advertising space on the Website, posting dofollow links on the Website, offering the possibility of sponsoring or participating in (part of) the Website, creating (sponsored) Content, providing services to Accommodations in connection with the reservation of Accommodations and the promotion thereof. The Service(s) are described in more detail in the Order Confirmation or Agreement.

**Order:** all forms of service provided by Barts Boekje.

**Client:** the (legal) person indicated as such in the Order Confirmation or Agreement who has concluded or wishes to conclude an Agreement with Barts Boekje or for whom Barts Boekje makes an Offer or provides a Service, as well as their representative.

**Agreement:** the agreement(s) in any form whatsoever, such as an Order Confirmation, which is established between Barts Boekje and the Client, in the past (with retroactive effect) or in the future, as well as any changes or additions thereto and any further conditions under which Barts Boekje will perform its Services.

**Party(ies):** Barts Boekje and Client, both separately and together.

**Fee:** the fee agreed for the Order. This may be a fixed amount, hourly rate, project price, or fixed fee.

**Terms and Conditions:** these general terms and conditions.

**Website:** a Website operated by Barts Boekje or a party represented by it in the broadest sense of the word and therefore including social media platforms.

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## **2. Applicability & Generality**

- 2.1.** These Terms and Conditions apply to and form an integral part of the agreements as included in the Agreement (also referred to as Order Confirmation) and all related and resulting (legal) acts regarding the execution of an Order and the provision of Services by Barts Boekje.
- 2.2.** By referring to (amongst others in the Order Confirmation) and/or submitting the Terms and Conditions, these Terms and Conditions are explicitly declared applicable to the Service(s) to be purchased by the Client or to the Content to be produced by Barts Boekje.
- 2.3.** Deviating stipulations, amendments and/or additions to these Terms and Conditions only apply if and in so far as Barts Boekje has explicitly accepted them in writing and only apply to the specific Order for which they have been agreed upon.
- 2.4.** Barts Boekje explicitly rejects the applications of any (general) terms and conditions used by the Client.
- 2.5.** In the event of any conflict between the provisions of the Terms and Conditions and/or the Order Confirmation, the provisions of the Order Confirmation will take precedence over the Terms and Conditions.
- 2.6.** Once these Terms and Conditions have applied to a legal relationship between Barts Boekje and the Client, the Client will be deemed to have agreed in advance with the applicability of these Terms and Conditions to Agreements concluded and to be concluded subsequently.
- 2.7.** These Terms and Conditions will be sent on request and can also be found at [www.bartsboekje.com/algemene-voorwaarden](http://www.bartsboekje.com/algemene-voorwaarden).

## **3. Offer and conclusion of the Agreement**

- 3.1.** The Order or the Agreement is concluded by written, digital or oral approval/acceptance by the Client of an Offer provided by Barts Boekje or by written, digital or oral approval/acceptance by Barts Boekje of an Order provided by the Client. The Agreement/Order Confirmation sent by Barts Boekje plus the Terms and Conditions are deemed to reflect the Agreement correctly and completely unless the Client has immediately protested in writing.
- 3.2.** At the request of the Client, Barts Boekje can provide a written Offer for the delivery of Services. The Offer is valid for the period included in the Offer. If no term is included in the Offer, the Offer will be valid for fourteen days.
- 3.3.** All Offers made by Barts Boekje, in whatever form, are without obligation unless explicitly stated otherwise. Amendments to Orders only bind Barts Boekje in so far as these amendments have been confirmed in writing by Barts Boekje or have actually been carried out by Barts Boekje. Obvious clerical errors in the Offer or quotation do not bind Barts Boekje.
- 3.4.** Each Agreement is made under the suspensive condition that the Client appears to be sufficiently creditworthy for the financial execution of the Agreement. At or after entering into the Agreement, Barts Boekje is entitled, before further execution of the Agreement, to demand security from the Client that both the payment obligation and the other obligations under the Agreement are fulfilled.
- 3.5.** If budgets, plans or other documents accompany an offer, these will remain the property of Barts Boekje at all times and must be returned to Barts Boekje upon the first request. They may not be duplicated or made available for inspection to third parties without the permission of Barts Boekje.

## **4. Other provisions**

- 4.1.** The content of the Agreement/Order Confirmation and the Terms and Conditions jointly determine the legal relationship between the Parties and replace all previous agreements between the Parties in respect of the subject matter of the Order.
- 4.2.** If and to the extent that any part or provision of the Terms and Conditions or the Agreement is found to violate any mandatory provision of national or international law, this will not affect the validity of the remaining part of the Agreement or the Terms and Conditions. The Parties will establish new provisions that are as much as possible in line with the purport of the invalid provision.
- 4.3.** With due observance of the provisions of article 6.3 of the Terms and Conditions, the delivery periods included in the Offer and Agreement by Barts Boekje will not be considered to be a strict deadline. If this term is exceeded, the Client does not have the right to dissolve the Agreement, and Barts Boekje is not liable for any damage that the Client suffers as a result thereof.
- 4.4.** Without the prior written consent of Barts Boekje, the Client is not authorised to transfer the rights and obligations under the Agreement to third parties.

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## **5. Applicable law**

- 5.1.** Dutch law applies to these Terms and Conditions and the Agreement.
- 5.2.** Disputes arising from the Agreement and/or the Terms and Conditions will be submitted to the competent court in Amsterdam if no amicable solution to the dispute can be reached between Barts Boekje and the Client.

## **B. Barts Boekje - General Terms and Conditions - with regard to (sponsored) content/advertisements/dofollow links/sponsoring**

### **6. Obligations of Barts Boekje**

- 6.1.** Barts Boekje has the right to involve third parties in the execution of the Services.
- 6.2.** Barts Boekje, or the third party involved by it, is obliged to carry out the Order to the best of its knowledge and ability in accordance with the requirements of professional practice. The obligations of Barts Boekje or the third party involved concern an obligation to exert due diligence and not an obligation to achieve a result.
- 6.3.** Each delivery period communicated to the Client is only intended as a target date unless agreed otherwise in the Order Confirmation. If this date is exceeded, Barts Boekje will not be in default. Barts Boekje reserves the right to postpone or interrupt the delivery of the Services due to unforeseen circumstances, including but not limited to circumstances of a technical nature. If Barts Boekje postpones the start date, the only compensation for the Client will consist of the delivery of the Services by Barts Boekje or the delivery of replacement Services to the Client, in close consultation with the Client. If the delivery of Services is interrupted, the only compensation for Client will be the delivery of the Services to the Client, in close consultation with the Client.
- 6.4.** Barts Boekje will provide the Client with the rights that are necessary for the Order in accordance with the provisions of article 12 of these Terms and Conditions.
- 6.5.** The Client undertakes to comply with the agreements as laid down in the Agreement or the Order Confirmation.
- 6.6.** In the unlikely event that a third party involved by Barts Boekje is prevented from fulfilling the agreements made by Barts Boekje due to illness, force majeure or other unforeseen circumstances, Barts Boekje will consult with the Client about a different delivery date. If the parties do not reach agreement on this, the Client has the right to dissolve the Agreement and Barts Boekje will compensate any (advance) amounts paid. In the case of the impediment above, the Client is not entitled to compensation for any form of damage.
- 6.7.** Barts Boekje is responsible for payment to any third party(ies) involved by Barts Boekje.
- 6.8.** Barts Boekje has the right, entirely at its own discretion, to refuse the placement of an advertisement or content expression of the Client or to discontinue the execution thereof, without becoming liable to pay damages to the Client.
- 6.9.** The Services are offered and provided by Barts Boekje without any guarantee for (uninterrupted) availability, safety, suitability, absence of viruses, soundness or otherwise.

### **7. Obligations of the Client**

- 7.1.** The Client will purchase the Services with due observance of the provisions of the Agreement or Order Confirmation.
- 7.2.** The Client guarantees that they will provide Barts Boekje with all the information and documents that Barts Boekje needs for the proper execution of the Order, before the execution of the Order and with due observance of a reasonable period.
- 7.3.** The Client is obliged to check the delivery of the Services by Barts Boekje at the start of the provision of the Services and continuously after that and to report any shortcomings immediately in writing to Barts Boekje, in absence thereof, the Client will be deemed to have accepted the Services without reservation. If the Client reports a defect in the Services to Barts Boekje, Barts Boekje will make every effort to remedy the defect as soon as possible.
- 7.4.** The Client is not permitted to use Services contrary to the provisions of the Agreement/Order Confirmation, these Terms and Conditions, the relevant and applicable statutory provisions and the normal due diligence.
- 7.5.** If the Client wishes to make changes in the planning that may affect the Order, the Client will immediately inform Barts Boekje thereof. The parties will then consult with each other about a possible possibility to adjust the Order and the Agreement.
- 7.6.** The Client is responsible for having and keeping available any software, hardware and/or (internet) connections necessary to make use of the Services. In addition, the Client is

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responsible for providing a clear briefing, including images, whether or not available free of rights, so that Barts Boekje can perform the Services.

- 7.7. In so far as the Services relate to the posting of advertisements and/or the posting of links, the Client acknowledges being fully responsible for the content of the advertisements and links and/or the content of the websites to which the advertisements and links refer. The Client indemnifies Barts Boekje against all claims of third parties relating to the content of the advertisements and links and/or the content of the websites to which the advertisements and links refer.
- 7.8. The Client undertakes to comply with their obligations as laid down in these Terms and Conditions and the Agreement, including the Order Confirmation. If this is not the case, Barts Boekje is not obliged to comply with its obligations, and Barts Boekje cannot be held liable for damage as a result of this default by the Client, without prejudice to the obligation of the Client to pay the full agreed Fee.

## **8. Rates and payment method**

- 8.1. Unless otherwise agreed, the rate of the Services to be provided by Barts Boekje will be stated in the Agreement/Order Confirmation. Invoicing will always take place before the execution of the Order, unless the parties have agreed otherwise in advance.
- 8.2. Barts Boekje has the right to change the rates as mentioned in its published and/or provided price list at any time. These changes do not affect current Agreements and arrangements.
- 8.3. The rates used by Barts Boekje are exclusive of VAT and levies.
- 8.4. Invoices are sent digitally. The Client must, therefore, provide Barts Boekje with a correct e-mail address to which the invoices can be sent.
- 8.5. The Client must pay invoices within thirty (30) days of the invoice date unless stated otherwise in the Agreement/Order Confirmation. If the Client has not paid invoices within this period, the Client is automatically in default, without notice of default being required.
- 8.6. If payment is not made on time or in full, Barts Boekje is entitled to suspend the Services to be provided or to dissolve the Agreement, without being liable to pay any form of compensation to the Client. Dissolution takes place under the condition that the Client still pays the agreed Fee to Barts Boekje. If the agreed term of payment is exceeded, the Client will owe an immediately payable surcharge, which consists of the statutory interest on the outstanding amount or the extrajudicial collection costs. Barts Boekje will, however, at all times send the Client a payment reminder in which an additional reasonable term is given to the Client to still comply with their payment obligation.

## **9. Duration and (interim) dissolution**

- 9.1. The commencement and duration of the Agreement are determined in the Agreement/Order Confirmation. The Agreement ends by operation of law as soon as all agreed Services have been performed.
- 9.2. Both Parties are entitled to terminate the Agreement extrajudicially with immediate effect without further notice of default if concerning the other Party:
  - a. the petition for bankruptcy,
  - b. (provisional) suspension of payment;
  - c. or debt rescheduling is filed, or if:
  - d. the other Party is dissolved, or its activities cease,
  - e. the delivery of the agreed Services or a part thereof is or threatens to violate applicable laws and regulations without any obligation on the part of Barts Boekje to pay any compensation or indemnification.
- 9.3. Barts Boekje is entitled to terminate the Agreement in writing with immediate effect without giving reasons if at any time the Client is not considered creditworthy by Barts Boekje.

## **10. Cancellation**

If the Client cancels the Order in whole or in part, Barts Boekje is entitled to charge the following Fee for the part of the Agreement that has not yet been executed:

- a. from three working days before commencement of the execution of the Order an amount of 100% for the cancelled agreement(s);
- b. if the cancellation takes place four working days or more before commencement of the execution of the Order and if preparation and/or production of statements or Content has already commenced or execution of work has been carried out in relation to the delivery of the Services,

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the cancellation costs will amount to 50% of the cancelled agreement(s), plus any out-of-pocket costs incurred. In that case, any discount granted will not apply.

## **11. Liability, indemnification and force majeure**

- 11.1.** Barts Boekje executes the Agreement and the Services to be provided by it as carefully as possible. In case of a shortcoming in the fulfilment of its obligations, Barts Boekje is only liable for any damage, related to or resulting from the execution of the Services if this damage is caused with intent, gross negligence or conscious recklessness of Barts Boekje.
- 11.2.** Barts Boekje is not liable for any damage as a result of infringement in relation to personal data (data leak), resulting in any way, or damage as a result of not or not timely reporting such an infringement.
- 11.3.** The liability of Barts Boekje never goes beyond the reimbursement of a maximum of the invoice value of the Services to which the liability relates. The compensation must be related to the extent to which Barts Boekje has failed. Minor deviations do not give the right to such compensation.
- 11.4.** Any liability of Barts Boekje for consequential damage is excluded. In this context, consequential damage is, in any case, understood to mean: loss of profit, missed savings, delay damage, damage due to business stagnation and reduced goodwill in the business or profession of the Client.
- 11.5.** The Client must notify Barts Boekje in writing within a reasonable period of the damage as a result of non-performance. A term of fourteen (14) days after completion of the execution of the Agreement is considered to be a reasonable term. The Agreement is deemed to have been properly fulfilled by Barts Boekje if the Client has not submitted a complaint within the term mentioned above. Complaints that are submitted after that period will no longer be dealt with by Barts Boekje.
- 11.6.** All rights of the Client to claim damages, dissolution, or performance of the Agreement in case of non-performance expire fourteen (14) days after completion of the execution of the Agreement.
- 11.7.** The Client indemnifies Barts Boekje against all damage and/or claims of third parties related to or arising from (a) the use of the Services for the Client and (b) the acts and/or omissions of the Client in violation of the provisions of the Agreement/Order Confirmation and of these Terms and Conditions.
- 11.8.** Barts Boekje cannot be held to timely compliance with the Agreement if it is prevented from doing so as a result of force majeure. Force majeure is understood to include: a non-attributable shortcoming of third parties or suppliers, the temporary unavailability or insufficient availability of hardware, software and/or (internet) connections that are necessary for the delivery of the Services, force majeure due to (threat of) war, riots, strikes, lock-out, business interruption, illness or incapacity for work of the third party(ies) involved by Barts Boekje. Barts Boekje will immediately inform the Client as soon as they believe that they are or will be in a situation of force majeure.
- 11.9.** If the force majeure will be temporary, Barts Boekje has the right to suspend the execution of the Agreement until the circumstance that causes the force majeure no longer occurs. As soon as the situation of force majeure has lasted longer than one (1) month and/or is permanent, Barts Boekje has the right to terminate the Agreement in writing. In that case, Barts Boekje is entitled to claim payment of that part of the Services executed by Barts Boekje before the force majeure-causing circumstance arose.

## **12. Intellectual property**

- 12.1.** Barts Boekje owns the copyright, or any other intellectual property right on proposals, Content, concepts, editorial contributions, products, images or other components of the Services produced by or on behalf of Barts Boekje. Unless otherwise agreed in writing, the Client is only permitted to use a link that refers directly to the Content produced by Barts Boekje, but not to use or exploit such a link commercially, including the use in advertisements. Barts Boekje indemnifies the Client against all claims of third parties and ensuing claims of third parties that relate to the use by the Client of the materials and data provided by Barts Boekje to the Client and the intellectual property rights attached thereto.
- 12.2.** The intellectual property rights on materials and data that the Client provides to Barts Boekje with regard to the execution of the Agreement remain with the Client or their licensors. The Client indemnifies Barts Boekje against all claims of third parties and ensuing claims of third

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parties that relate to the use by Barts Boekje of the materials and data provided by the Client to Barts Boekje and the intellectual property rights attached thereto.

## **13. Confidentiality**

- 13.1.** The Parties must observe confidentiality with regard to confidential and/or business-sensitive information provided by the other Party during the conclusion and duration of the Agreement and the execution of the Services. This obligation will continue after the end of the Agreement.
- 13.2.** Confidential information includes at least all information by which a person can be identified directly or indirectly (personal data).
- 13.3.** The Parties will not disclose any confidential and/or business-sensitive information without the prior written consent of the other Party.
- 13.4.** The Parties will take reasonable measures with regard to personnel agencies, auxiliary persons, or third parties to protect this confidentiality.

## **C. Bart Boekt - General Terms and Conditions - with regard to the service provision to Accommodations concerning the reservation of accommodations and the promotion thereof by Barts Boekje**

### **14. Obligations of the Accommodation**

- 14.1.** Information about the Accommodation
  - 14.1.1.** Information provided by the Accommodation for inclusion on the Platforms includes information about the Accommodation (including images, photographs and descriptions), its facilities and services and the rooms available for reservation, information about prices (including all applicable taxes, fees, surcharges and charges) and availability, cancellation and no-show conditions and other terms and conditions and restrictions (the "Information about the Accommodation") and must comply with the formats and standards set by Barts Boekje. The Information about the Accommodation may not include telephone, fax numbers or e-mail (including skype) address or social media website/app/platform (including twitter and Facebook) with direct references to the Accommodation or its websites, apps, platform, tools or other resources, or to third-party websites, apps, platform, tools or other resources. Barts Boekje reserves the right to edit or exclude any information after becoming aware that the information is incorrect or incomplete or is in violation with the terms and conditions of the Agreement.
  - 14.1.2.** The Accommodation declares and undertakes that the Information about the Accommodation will at all times be true, accurate, and not misleading. The Accommodation is at all times responsible for the accurate and up-to-date presentation of the Information about the Accommodation, including the availability of additional rooms for certain periods or exceptional (materially unfavourable) events or situations (e.g., renovation or construction in or near the Accommodation). The Accommodation must immediately provide modified Information about the Accommodation to Barts Boekje and may, at any time, (i) change the price of its available bookable rooms and (ii) change the number or type of available rooms.
  - 14.1.3.** The information made available by the Accommodation for the Platforms remains the exclusive property of the Accommodation. Information provided by the Accommodation may be edited or changed by Barts Boekje and then translated into other languages, while the translations remain the exclusive property of Barts Boekje. The edited and translated content is exclusively for use by Barts Boekje on the Platforms and may not (in any way or any form) be used by the Accommodation for any other distribution or sales channel or other purposes. It is not permitted to change or update the descriptive information of the Accommodation unless prior written approval has been obtained from Barts Boekje.
  - 14.1.4.** Any changes, updates and/or modifications to the Information about the Accommodation, updates, and changes relating to images and photographs will be processed by Barts Boekje as soon as reasonably practicable.
- 14.2. Parity**
  - 14.2.1.** The Accommodation must provide Barts Boekje Price and Conditions Parity. "Price and Conditions Parity" means the same or better prices for the same Accommodation, same room type, same dates, same bed type, same number of guests, same or better amenities and add-ons (e.g. free breakfast, Wi-Fi, early check-in/late check-out), the same or better restrictions

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and conditions such as reservation changes and cancellation conditions as made available by the Accommodation.

- 14.2.2.** The restrictions and conditions (including room rate) for rooms made available for reservation on the Barts Boekje Platform must at all times be business and logical for all parties involved (including consumers) in accordance with Article 14.2.1 (e.g. the Accommodation must not abuse the service and system of Barts Boekje by applying extreme or excessive prices or conditions).
- 14.2.3.** Barts Boekje is entitled to give a discount on the room price at its own expense. In such a case, Barts Boekje will pay a part of the room price on behalf of the Guest.
- 14.2.4.** In the spirit of the Agreement and subject to Article 14.2.1, the Accommodation agrees to provide for any date (subject to availability) any availability for all rooms and room types and is encouraged to give Barts Boekje reasonable access to all rooms and room types (including various applicable terms and conditions and restrictions) and prices available during the period of the Agreement (during periods of low and high demand [including during trade fairs, congresses and special events]).

## **14.3. Commission**

- 14.3.1.** For every reservation for a room in the Accommodation made through the digital platforms of Barts Boekje, Barts Boekje charges a commission. For the calculation of the commission, the Parties take the following into account:
  - a. The total amount of the reservation consists of the room price per night, as shown to the Guest (including VAT, sales taxes and other applicable national, government, provincial, state, municipal or local taxes and levies as instructed, not including tourist taxes (if applicable, the tourist taxes will be paid to the Accommodation by the guest during the stay)), multiplied by the number of nights and number of rooms booked by the guest, and the price of other extras/additions to the overnight stay accepted or added by the guest (such as meals, costs for early check-in/late check-out, extra service, extra (child) bed, etc.);
  - b. If the Accommodation charges a cancellation or no-show fee, Barts Boekje will charge a commission on this fee;
  - c. No-Show or cancellation by the guest must be reported to Barts Boekje at all times within 48 hours after midnight on the day following the scheduled check-out date. In the absence of a notice by the Accommodation to Barts Boekje, Barts Boekje assumes that the Accommodation has successfully charged the costs to the Guest and charges a commission accordingly;
  - d. Cancellations by Guests before the time and date on which cancellation costs apply, will not result in commission. Cancellations by guests after the time and date on which cancellation costs apply, do lead to a commission in accordance with the provisions of article 14.3.2.
- 14.3.2.** The amount of the Commission will be determined by Barts Boekje and laid down in the Agreement with the Accommodation and will be calculated based on the total amount of the reservation mentioned in article 14.3.1 under a or the costs for cancellation or no-show mentioned in article 14.3.1 under b.
- 14.3.3.** The Accommodation is responsible for notifying Barts Boekje of applicable taxes, prices, costs and levies (and any changes to it) that will be charged by the Accommodation to the Guest after the reservation in case of prepaid reservations or after the check-out in case of post-payable reservations. Unless otherwise agreed in the Agreement or otherwise permitted by applicable law, the price on the Platforms includes VAT, sales tax, costs and all other (national, governmental, provincial, state, municipal or local) taxes, prices, costs or levies and does not include tourist taxes.
- 14.3.4.** In the event that in accordance with (the change or entry into force of) the applicable law, rules and legislation applicable to the Accommodation, the prices must be shown to Guests including VAT, sales tax and all other (national, governmental, provincial, state, municipal or local) taxes, prices or levies, the Accommodation will adjust prices as quickly as possible in accordance with the conditions of Articles 14.1.2 and 14.1.4, but in any case within 5 working days after (i) the amendment or entry into force of the relevant law, rules and legislation that apply in this context to such Accommodation, or (ii) announcement thereof by Barts Boekje.
- 14.3.5.** After the end of a month, Barts Boekje will do its best to immediately make a reservation statement (the "Reservation Statement") that is made available to the Accommodation and shows the reservations of all Guests whose departure date was during the previous month.

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## **14.4. Payment**

- 14.4.1.** Barts Boekje invoices the Commission for reservations in the calendar month in which the (planned) departure date of the guest falls. If the Accommodation is located in a SEPA country, Barts Boekje uses direct debit to collect the invoice amount. If the Accommodation is not located in a SEPA country, the invoice must be paid by the Accommodation within thirty days of the invoice date.
  - 14.4.2.** In case of a reversal of the automatically collected funds (in SEPA countries) or failure to pay an invoice within the payment period (in non-SEPA countries), Barts Boekje has the right to suspend the Accommodation until payment has been received or to suspend it definitively from the Platforms of Barts Boekje.
  - 14.4.3.** The Accommodation is responsible for withholding and reporting the relevant taxes applicable to the Commission payable to Barts Boekje according to the relevant tax regulations and the practices and requests of the tax authorities. The Accommodation bears and is responsible for the payment and transfer of the taxes applicable to (the payments of) the Commission and the associated late payment interest and penalties imposed by the tax authorities for failure to withhold and declare taxes applicable to the Commission. If necessary, the Accommodation is fully responsible for negotiating with the relevant tax authorities and reaching an agreement on the VAT treatment of (the payments of) the Commission. At the first request of Barts Boekje, the Accommodation will provide Barts Boekje with (photo-scanned) copies of proof of tax payment/tax exemption after each transfer from the Commission. The Accommodation declares and undertakes that it is duly registered with all relevant tax authorities (including the relevant authorities competent to collect statutory (local) tax) as a hotel or other provider of Accommodation.
  - 14.4.4.** In the event of a dispute between Barts Boekje and the Accommodation (e.g. on the amount of the Commission), any undisputed amount of the Commission will be paid in accordance with the terms of the Agreement, notwithstanding the status or nature of the dispute.
  - 14.4.5.** In case of late payment, Barts Boekje reserves the right to claim statutory interest, to suspend its service according to the Agreement (e.g. by suspending the Accommodation from the Platforms) and/or to request a deposit, bank guarantee or other forms of financial security of the Accommodation.
  - 14.4.6.** At the first request of Barts Boekje, the Accommodation will pay a deposit that is at least equal to the sum of the three highest invoices for activities with Barts Boekje or any other amount that Barts Boekje determines at its own discretion (the "Deposit"). Barts Boekje holds the Deposit as collateral for the execution of the (payment) obligations of the Accommodation according to the Agreement. After termination of the Agreement, the Deposit, or the balance thereof after deduction of the outstanding Commission, deficit payments and other costs due to Barts Boekje, will be refunded to the Accommodation within 30 days after the full payment of the outstanding obligations and debts (including the payment of the outstanding Commission). At the first request of Barts Boekje, the Accommodation will pay an additional Deposit required by Barts Boekje if the outstanding Commission exceeds the Deposit or if the Accommodation often fails to pay the Commission due. At any time during the period of the Agreement, Barts Boekje can monitor the execution of the payments by the Accommodation and can decide to repay the Deposit to the Accommodation after assessment (criteria used at the discretion of Barts Boekje). The amount of the Deposit may in no way reduce or limit the liability of the Accommodation according to the Agreement. The Deposit has no interest.
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- 14.5. Reservation, complaints**
  - 14.5.1.** For every reservation of a room with the Accommodation made by a Guest through the digital platforms of Barts Boekje, the Accommodation receives a confirmation. This confirmation contains the following information: arrival date, number of nights, room type, room rate, name, address, and payment details of the Guest, and any requests made by the Guest.
  - 14.5.2.** There is a direct legal relationship between the Accommodation and the Guest only when the Guest makes a reservation via the digital platform of Barts Boekje. At no time in this process is there a legal relationship between the Guest and Barts Boekje.
  - 14.5.3.** The responsibility for communicating with the Guest lies with the Accommodation. Barts Boekje is not responsible for this.
  - 14.5.4.** The Accommodation is obliged to accept the Guest as its contractual counterpart and to treat the reservation in accordance with the information of the accommodation and the price recorded on the digital platform of Barts Boekje at the time of making the reservation.

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**14.5.5.** The Accommodation does not charge a transaction/administration fee to the Guest, other than the fees and surcharges listed on the digital platform of Barts Boekje at the time of the reservation.

**14.5.6.** Complaints or claims relating to (the products or services offered, provided or delivered by) the Accommodation or specific requests made by Guests must be dealt with by the Accommodation, without mediation by or intervention of Barts Boekje. Barts Boekje is not responsible for and assumes no liability with respect to such claims of the Guests. Barts Boekje may at any time and its sole discretion (a) offer customer (support) services to a Guest, (b) act as an intermediary between the Accommodation and a Guest, (c) provide, at the expense and on behalf of the Accommodation, equivalent or better alternative accommodation in the event of a transfer or other substantial irregularities or complaints with respect to the Accommodation, or (d) assist a Guest in another way in their communications with or actions against the Accommodation.

## **14.6.** Overbooking and cancellation

**14.6.1.** The Accommodation must make the reserved rooms available, and if the Accommodation is unable, for whatever reason, to meet its obligations under the Agreement, the Accommodation must immediately inform Barts Boekje. Unless Barts Boekje has provided alternative accommodation (the Accommodation must check this with Barts Boekje), the Accommodation must endeavour to make alternative arrangements of equal or better quality at the expense of the Accommodation. If no room is available upon arrival, the Accommodation:

- a. must find suitable alternative accommodation of equal or better quality than the Accommodation holding the Guest's guaranteed reservation;
- b. provide free private transport to the alternative accommodation for the Guest and other members of the Guest mentioned in the Guest's guaranteed reservation, and
- c. reimburse and indemnify Barts Boekje and/or the Guest for all reasonable costs and expenses (e.g. costs of the alternative accommodation, transport, telephone costs) that are incurred, suffered, paid or incurred by the Guest and/or Barts Boekje as a result of or caused by the overbooking. Any amount charged by Barts Boekje in this respect must be paid within 14 days of receipt of the invoice.

**14.6.2.** The Accommodation may not cancel any online reservation. In case of (alleged or suspected) fraudulent activities (e.g. with regard to reservations, credit card fraud, money laundering activities or payment of the room price), Barts Boekje reserves the right to cancel the relevant reservation(s). Barts Boekje must inform the Accommodation accordingly.

**14.6.3.** Cancellations by Guests before the time and date on which cancellation charges apply, will not result in a Commission. Cancellations by Guests after the time and date on which cancellation costs apply will result in a commission in accordance with the terms and conditions of the Agreement.

## **14.7.** Credit card guarantee

**14.7.1.** The reservation guarantee is based on the credit card details provided by the Guest or the person responsible for the reservation. The Accommodation accepts at all times all major credit cards (including MasterCard, Visa, and American Express) to guarantee a reservation. The Accommodation is responsible for verifying the validity of these credit card details, the (pre-)authorisation of the credit card and the credit limit on the date of the reserved overnight stay(s). Upon receipt of a reservation, the Accommodation verifies the credit card immediately and pre-authorises the credit card. If the credit card does not provide a guarantee, the Accommodation will inform Barts Boekje immediately; the Accommodation will then invite the Guest to guarantee the reservation in an alternative manner. If the Guest is unable or unwilling to do so, the Accommodation will cancel the reservation upon approval of Barts Boekje. If the credit card (or any alternative guarantee provided by the Guest) is not effective or valid for any reason whatsoever, this is always at the risk and expense of the Accommodation. Reservations that are cancelled by the Accommodation after approval of Barts Boekje in accordance with this Article 14.7.1 will not result in a Commission.

**14.7.2.** The Accommodation wishing to collect credit card payments before the check-in date must ensure that the conditions of advance payment (including (specific) price limits and conditions for or linked to such advance payment) are clearly explained to the Guests in the information made available to the Guest prior to making a reservation and included in the Information about the Accommodation.

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**14.7.3.** The Accommodation is responsible for charging the Guest for the overnight stay used, no-show or cancellation fees (including any applicable taxes for which the Accommodation is liable and which it is required to transfer to the relevant tax authorities). Credit cards must be taxed in the same currency as mentioned in a Guest's reservation. If this is not possible, the Accommodation may charge the Guest's credit card in another currency at a reasonable and fair exchange rate.

**14.7.4.** In case of providing rooms with payment methods other than a credit card, Barts Boekje does not provide credit card details to the Accommodation to guarantee the reservation.

## **14.8. Privacy**

The Accommodation understands and agrees that the guidelines of Barts Boekje with regard to the protection of personal data, as described in the Privacy Statement, apply to and form an integral part of the Agreement.

## **14.9. Force majeure**

In the event of force majeure, the Accommodation will not charge any fee, charge, expense or other amount (including the (non-refundable) price or the no-show, (change) of reservation or cancellation fees) to (and (if applicable) will reimburse) the Guests affected by the force majeure, for (i) any cancellation or change of the reservation made by the Guests, or (ii) the part of the reservation that remained unused because of the force majeure event. In case of reasonable and justified doubt, the Accommodation has the right to ask a Guest to provide reasonable evidence of the causality between the force majeure and the cancellation, no-show or change of reservation (and to provide Barts Boekje with a copy of such evidence upon request). In order for Barts Boekje to register a cancellation, no-show or change of reservation due to force majeure, the Accommodation must notify Barts Boekje within two business days after (a) the scheduled check-out date of the no-show or cancellation, or (b) the check-out, the number of days actually used. Barts Boekje does not charge any Commission in the event of a registered no-show or cancellation or on that part of the reservation that has not been used due to force majeure.

## **15. Licence**

**15.1.** The Accommodation hereby grants Barts Boekje a non-exclusive, royalty-free and worldwide right and license (or sublicense if applicable) to:

- a. using, duplicating, having duplicated, distributing, sub-licensing, communicating and making available in any way whatsoever and showing those agreed elements of the Intellectual Property Rights of the Accommodation as stated by the Accommodation to Barts Boekje in accordance with the Agreement and that Barts Boekje needs in order to exercise its rights and fulfil its obligations within the framework of the Agreement;
- b. using, duplicating, having duplicated, processing, distributing, sub-licensing and displaying (including without limitation, publicly performing, modifying, adapting, communicating, duplicating, copying and making available to the public in any way) the Information about the Accommodation.

**15.2.** With permission of the Accommodation Barts Boekje may sublicense, make available, publish and offer the Information about the Accommodation (including the relevant Intellectual Property Rights) of the Accommodation, as well as special offers made available by the Accommodation on the Platforms, and all other such rights and licenses set out in the Agreement via or in collaboration with (the websites, apps, platform, tools or other resources of) affiliated companies and/or third parties (the "Third Party Platforms").

**15.3.** In no case is Barts Boekje liable to the Accommodation for the acts or omissions of Third-Party Platforms. The only remedy for the Accommodation with regard to such Third Party Platforms is (i) to request that Barts Boekje (which has the right and not the obligation) disables such a Third Party Platform and distances itself from it, or (ii) termination of the Agreement, all in accordance with the terms of the Agreement.

## **16. Ranking, guest reviews, and marketing**

### **16.1. Ranking**

**16.1.1.** The order in which the Accommodation is listed on the Platforms (the "Ranking") is determined unilaterally by Barts Boekje. Ranking is based on and influenced by a variety of factors, including but not limited to the commission percentage that is paid (to be paid) by the Accommodation, the minimum availability that is provided by the Accommodation, the number of reservations related to the number of visits to the corresponding Accommodation

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page on the Platform (the "Conversion"), the volume realised by the Accommodation, the cancellation rate, the figures of guest reviews, the customer's service history, the number and type of complaints from the Guests and the record of timely payment of the Accommodation.

**16.1.2.** The Accommodation is able to influence its own ranking by changing its availability for certain periods and continuously improving other factors. The Accommodation will not make any claim against Barts Boekje with respect to the Ranking of the Accommodation. Timely payment is a factor in the ranking; late payment of Commissions, therefore, results in a reduced Ranking.

## **16.2. Guest reviews**

**16.2.1.** Guests who have stayed in the Accommodation will be asked by Barts Boekje for a review of their stay in the Accommodation and to give a grade for certain aspects of their stay.

**16.2.2.** Barts Boekje reserves the right to publish these reviews and figures on the Platforms. The Accommodation acknowledges that Barts Boekje is a distributor (without obligation to check) and not a publisher of these reviews.

**16.2.3.** Barts Boekje is committed to doing its best to check and review the Guest Reviews with regard to obscenities or the mention of a person's name. Barts Boekje reserves the right to refuse, edit or remove unfavourable reviews in case such reviews contain obscenities or mention the name of a person.

**16.2.4.** Barts Boekje does not enter into discussions or negotiations and does not provide information to the Accommodation about (the content of, or consequences of the publication or distribution of) the Guest Reviews.

**16.2.5.** Barts Boekje has and accepts no liability or responsibility for the content and consequences of (the publication or distribution of) comments or reviews, in any way or whatever.

**16.2.6.** The Guest Reviews are exclusively used by Barts Boekje and may be made available on such Platforms that are made available by Barts Boekje from time to time. Barts Boekje remains the exclusive owner of all rights, claims and interests in and on (all intellectual property rights of) the Guest Reviews and the Accommodation is not entitled to publish, market, promote, copy, delete, (hyper)link, integrate, obtain, consume, combine, share or otherwise use the Guest Reviews (directly or indirectly) without prior written permission from Barts Boekje.

## **16.3. (Online) marketing and PPC advertising**

**16.3.1.** Barts Boekje is entitled to promote the Accommodation by using the name(s) of the Accommodation in online marketing, including e-mail marketing and/or pay-per-click (PPC) advertising. Barts Boekje conducts online marketing campaigns at its own expense and its own discretion.

**16.3.2.** The Accommodation is aware of the working methods of search engines, such as spidering of content and ranking of URLs. Barts Boekje agrees that if the Accommodation becomes aware of behaviour by Third Party Platforms that infringes the Intellectual Property Rights of the Accommodation, the Accommodation will notify Barts Boekje in writing with details of the behaviour; Barts Boekje will make a commercially reasonable effort to ensure that the third party concerned takes steps to correct the infringement.

**16.3.3.** The Accommodation agrees not to use, display, profit from, include, exploit, refer to or specifically target the brand/logo (including trade name, trademark, service mark or other similar indications of identity or origin) of Barts Boekje for the purpose of price comparison or for other purposes (whether on the Accommodation platform or a third-party platform, system or machine, or otherwise), unless Barts Boekje has given its written consent for this. The Accommodation may not (directly or indirectly) use or make any (pay-per-click) advertising on (meta-)search sites, where advertising refers to the relevant landing page and links to the Accommodation on the Platforms, where the Accommodation is advertised, promoted and/or included (no double portion). The Accommodation may use or offer the brand of Barts Boekje for its web marketing (PPC) advertising.

## **17. Representations and guarantees**

**17.1.** The Accommodation declares and guarantees to Barts Boekje that for the period of the Agreement:

- i. the Accommodation has all necessary rights and authorities to use, exploit, own (as far as applicable), (sub)license (a) the relevant Accommodation and (b) the Intellectual Property Rights relating to, as set out in, the Information about the Accommodation that has been made available on the Platforms;

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- ii. the Accommodation has and complies with all permits, licenses and other governmental permissions, registrations, and requirements that are necessary to carry out, execute and continue its business activities and to make the Accommodation available on the Platforms for reservation (including for a short-term stay);
  - iii. the price of the rooms advertised on the Platforms corresponds to or exceeds the best available price for an equivalent stay as marketed online, published online or otherwise made available by the Accommodation online on its own website, and a better price cannot be obtained by a Guest who makes a reservation with the Accommodation directly on its website/app; and
  - iv. the Accommodation (which for the purpose of this guarantee includes both the operator and the owner of the Accommodation) and its (their) directors and (direct, indirect and beneficial) owners (and their directors) are in no way affiliated with, are part of, are involved in or have anything to do with, or are managed by, or are the property of:
    - a. terrorists or terrorist organisations;
    - b. parties/persons (i) registered as (special) designated citizens/entities or blocked persons/entities, or (ii) otherwise subject to an applicable trade embargo, or financial, economic and trade sanctions; and
    - c. parties/persons who have been guilty of money laundering, bribery, fraud, or corruption. The Accommodation must immediately inform Barts Boekje in case of a breach of this article 17.1 paragraph (iii).
- 17.2.** Each Party hereby declares and guarantees to the other Party that for the period of the Agreement:
- a. they have the authority (corporate power) to enter into and perform their obligations under the Agreement;
  - b. they have taken all necessary steps (corporate action) to give their consent for the implementation and execution of the Agreement;
  - c. the Agreement constitutes legal, valid and binding obligations of that Party in accordance with its terms and conditions; and
  - d. each Party must comply with all applicable laws, codes, regulations, ordinances, and rules of the government of the country, state or municipality in which the Party in question is incorporated, with respect to the products (to be) offered and/or services (to be) provided by such Party.
- 17.3.** Except as expressly provided otherwise in the Agreement, neither Party will make any representations or guarantees, express or implied, with respect to the subject matter of the Agreement and hereby disclaims any and all guarantees, including any implied guarantees of merchantability or fitness for a particular purpose with respect to such subject matter.
- 17.4.** Barts Boekje rejects and excludes any and all liability with regard to the Accommodation related to a (temporary and/or partial) failure, interruptions, downtime or unavailability of the Platforms and/or the Service. Barts Boekje makes the Service and the Platform available (and the Accommodation accepts them) based on "as is" and "subject to availability."

## **18. Indemnification and liability**

- 18.1.** Each Party (the "Indemnifying Party") shall be liable to the other Party (or their directors, officers, employees, agents, affiliates and subcontractors) (the "Indemnified Party") and shall indemnify, compensate and hold them harmless from and against direct damages, losses (excluding loss of production, loss of profits, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim or any special, indirect losses and/or damage or consequential damages), debts, obligations, costs, demands, claims of any kind, interest, fines, legal proceedings and expenses (including, without limitation, reasonable attorneys' fees and expenses) actually paid, sustained or incurred by the Indemnified Party pursuant to this Agreement, resulting from:
- a. a breach of the Agreement by the Indemnifying Party, or
  - b. a claim by a third party that is based on an (alleged) infringement of a third party's Intellectual Property Rights by the Indemnifying Party.
- 18.2.** The Accommodation shall fully indemnify, compensate and hold Barts Boekje (or its directors, officers, employees, agents, affiliates and subcontractors) harmless from and against debts, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), damages, losses, liabilities, claims of any kind, interest, fines, court proceedings paid, sustained or incurred by Barts Boekje (or its directors, officers, agents, affiliates and subcontractors), resulting from:
- a. all claims by Guests relating to incorrect, erroneous or misleading information of the Accommodation on the Platforms;

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- b. all claims by Guests relating to or in connection with a stay in the Accommodation, overbooking or (partially) cancelled or incorrect reservations or refund, restitution or reversal of the Room Rate;
  - c. all other claims of Guests that can be attributed in whole or in part to or are at the risk and expense of the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) (including claims relating to (lack of) services or product offered by the Accommodation) or arising from tort, fraud, wilful misconduct, negligence or breach of contract (including the Reservation of a Guest) by or attributable to the Accommodation (including its directors, employees, agents, representatives and the premises of the Accommodation) in relation to a Guest or its property; and
  - d. all claims (including costs, expenses, interest, penalties and other obligations) against or incurred by Barts Boekje with respect to or as a result of (1) the Accommodation's failure to register with the competent tax authorities in a timely, correct and accurate manner, or (b) to pay, collect, transfer or withhold applicable taxes, rates and surcharges, which are levied or based on the services or other levies below in the relevant jurisdiction (including room rates (and other amounts collected or processed under the Agreement) and the payment of commissions), or (2) tax claims and debts that have been imposed or allocated to Barts Boekje for taxes for which the Accommodation is responsible or liable, or where the obligation to pay, collect, retain and transfer is legally imposed on Barts Boekje, because of, on behalf of or in lieu of the Accommodation.
- 18.3.** Unless otherwise agreed in the Agreement, a Party's maximum liability to another Party for all claims against that Party under or in connection with the Agreement in any one year shall not exceed the total Commission received or paid by such Party in the preceding year, or EUR 100.000 (whichever is the greater), except in case of tort, fraud, wilful misconduct, gross negligence, intentional secrecy or deliberate deception by the liable Party (i.e. the Indemnifying Party), in which case the limitation of liability does not apply to this liable party. The Parties agree and acknowledge that none of the limitations of liability outlined in Clause 6 shall apply to the indemnifications with respect to third party claims (e.g. Guest claims as described in 18.2) or liability towards third parties.
- 18.4.** In the event of a third party claim, the Parties shall act in good faith and make a commercially reasonable effort to consult, cooperate and assist each other in defending and/or resolving such claim, while the Indemnifying Party shall be entitled to take over a claim and assume responsibility for the defence (in consultation with and with the consent of the Indemnified Party and taking into account the interests of both Parties); no Party shall admit anything, submit documents, consent to the entry into force of a decision or enter into a compromise or arrangement without the prior written consent of the other Party (which may not be unreasonably withheld, postponed or conditionally given).
- 18.5.** In no event shall a Party be liable to another Party for any indirect, special, punitive, incidental or consequential damages or losses, including loss of production, loss of profits, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, whether this damage is (allegedly) caused by breach of contract, tort or otherwise (even if notified of the possibility of such damage or losses). All such damages and losses are hereby expressly excluded and rejected.
- 18.6.** Each Party acknowledges that remedies may not be sufficient to protect the other Party from breach of the Agreement, and without prejudice to other rights and remedies otherwise available to the other Party, each Party shall be entitled to coercive measures and special execution.
- 19. Duration, termination, and suspension**
- 19.1.** The Agreement shall commence on the date set out in the Agreement and shall be valid for the period set out in the Agreement. Either Party may terminate the Agreement at any time and for any reason by giving one month's written notice to the other Party.
- 19.2.** Either Party may terminate the Agreement (and close the Accommodation on the Platforms) or suspend (all or part of) its obligations, covenants, and commitments under the Agreement with respect to the other Party, with immediate effect and without notice of default in the event of:
- a. a material breach by the other Party of any provision of the Agreement (e.g. delay of payment, insolvency, breach of parity of prices and conditions, provision of false information or receipt of a large number of complaints from guests); or
  - b. (the filing or submission of a petition for) bankruptcy, insolvency or postponement of payment (or similar act or event) in relation to the other Party.
- 19.3.** And notice or communication by Barts Boekje about "closing" ("to close", "closing", "closed") of the Accommodation on the website (or similar wording) means the termination of the

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Agreement. After termination, suspension or closure, the Accommodation must honour outstanding reservations for Guests and pay all Commissions (plus costs, expenses and interest if applicable) on those reservations in accordance with the terms of the Agreement. Upon termination or suspension of the Agreement and notwithstanding the right of Barts Boekje to (definitively) remove the Accommodation from the Platform, Barts Boekje is entitled to keep the Accommodation page available on the Platform, but to close the availability (status: "activities closed"), pending full and final payment of any outstanding amounts (including (future) Commission).

- 19.4.** The following events shall, in any event, be considered a material breach and entitle Barts Boekje to immediate termination (closing) or suspension (of all or part of its obligations, covenants, and commitments under) the Agreement (without notice of default being required):
- a. the Accommodation fails to pay Commissions on or before the due date;
  - b. the Accommodation provides incorrect or misleading Information about the Accommodation to Barts Boekje and/or the Guests;
  - c. the Accommodation fails to keep Information, as a result of which there are transfers in the Accommodation;
  - d. the Accommodation fails to accept a reservation at the price indicated at the time of the reservation;
  - e. the Accommodation charges excessive costs to one or more Guests;
  - f. the Accommodation charges a Guest's credit card prior to arrival without the express consent of the Guest (a guest gives express consent if they select a non-refundable or pre-payable room type);
  - g. Barts Boekje receives one or more justified and serious complaints from one or more Guest(s) who have made reservations with the Accommodation;
  - h. misuse of the Guest Reviews process by conduct leading to the appearance of a Review on the Platforms that is not a genuine expression of a proper stay by a valid Guest in the Accommodation;
  - i. inappropriate, unlawful or unprofessional conduct towards Guests or the staff of Barts Boekje; or
  - j. (alleged) safety, privacy or health issues or problems in the Accommodation or its facilities (the Accommodation must, at its own expense and the first request of Barts Boekje, provide the relevant permits as well as the relevant licenses, certificates or similar statements that are issued by an independent expert and that prove and substantiate its compliance with the applicable (privacy, safety, and health) laws and legislation).
- 19.5.** Upon termination, and unless otherwise agreed, the Agreement definitively terminates in its entirety with respect to the terminating Party and ceases to be in force, without prejudice to the rights and remedies of the other Party with respect to any indemnification or breach by the other (terminating) Party of the Agreement. Articles 14.4, 18, 19.6, 20, 21 and 22 (and other articles which by their nature remain in effect after termination) shall all remain in effect after termination.
- 19.6.** In the event of a "change of ownership" relating to the ownership or operation of the accommodation (including assignment, transfer, renewal of the Agreement), the Accommodation agrees and acknowledges that the new owner/operator is entitled to use the Information about the Accommodation as it was made available or used by the Accommodation before the change of ownership (including guest reviews) and to have access to the relevant (financial and operational) performance, management and (customer) data; in any event, the Accommodation is and will remain responsible and liable for all obligations, claims, and debts that fall within that period, or that were built up before the change of ownership.
- 19.7.** Barts Boekje is entitled to terminate the Agreement with immediate effect in the event of (termination due to) a breach of (including an act or event of default or breach of an obligation under) any other Agreement between Barts Boekje on the one hand and the Accommodation (or a party that owns or controls the Accommodation (directly/indirectly), which is managed by the Accommodation or is under common control with it) on the other hand.

## **20. Documents**

- 20.1.** The systems and documents of Barts Boekje (including the website, the Online Booking Statement, (financial) booking systems, faxes and/or e-mails) must be regarded as conclusive proof of the existence and receipt by the Accommodation of the reservations made by the Guest, and the amount of the Commission of the Accommodation or damage or costs owed to Barts

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Boekje within the framework of the Agreement, unless the Accommodation can provide reasonable and credible proof to the contrary.

- 20.2.** The Accommodation must fully collaborate and cooperate with Barts Boekje at its first request with (and provide all reasonably requested information with regard to) the identification of the (ultimate) owner, manager and/or controller of the Accommodation.

## **21. Confidentiality**

- 21.1.** The Parties understand and agree that each Party in the execution of the Agreement may, directly or indirectly, have access to or be exposed to confidential information of the other Party (the "Confidential Information"). Confidential Information includes Customer Data, transaction volume, marketing, and business plans, business, financial, technical, operational and other such non-public information that the Disclosing Party identifies as private or confidential or that a Receiving Party should reasonably know to be treated as private or confidential.
- 21.2.** Each Party agrees that:
- all Confidential Information will remain the sole property of the Disclosing Party and that the Receiving Party will not use any Confidential Information for any purpose other than to facilitate the Agreement;
  - they will observe the confidentiality and non-disclosure of the Confidential Information and will use prudent methods to induce their employees, officers, representatives, contracting parties and agents (the "Authorised Persons") to observe the confidentiality and non-disclosure of the Confidential Information;
  - they will disclose Confidential Information only to those Authorised Persons who need to know such information in order to facilitate the Agreement;
  - they will not copy, publish, disclose to others or use the Confidential Information themselves, and will use reasonable methods to ensure that the Authorised Persons will do the same (except in accordance with its terms); and
  - they will return or destroy all (paper and electronic) copies of the Confidential Information at the written request of the other Party.
- 21.3.** Notwithstanding the above,
- the Confidential Information shall not include information to the extent that (i) it is or becomes in the public domain, but is not due to any act or omission of the Receiving Party, (ii) it was in possession of the Receiving Party prior to the date of the Agreement, (iii) it is disclosed to the Receiving Party by a third party who has no obligation of confidentiality with respect thereto, or (iv) it is to be disclosed pursuant to law, court order, subpoena or government agency; and
  - the Agreement shall not prevent or restrict any Party from disclosing the Agreement (including technical, operational, performance and financial data) in confidence to an affiliated company.

## **22. Miscellaneous**

- 22.1.** Neither Party is entitled to assign, transfer, encumber or enforce their rights and/or obligations under the Agreement without the prior written consent of the other party, provided that Barts Boekje may assign, encumber or enforce its rights and/or obligations under the Agreement (in whole or in part from time to time) to an affiliated company without the prior written consent of the Accommodation. Notwithstanding the contrary, an allocation, renewal, or transfer by the Accommodation does not relieve the transferor of their obligations under the Agreement.
- 22.2.** All notices and communications must be in the language of the Agreement, written or online, and sent by e-mail.
- 22.3.** The Agreement (including the schedules, Terms and Conditions and annexes which form an integral part of the Agreement) constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes and replaces all previous agreements, regulations, (non-binding) offers, commitments or statements on such subject matter (including with regard to the Accommodation).
- 22.4.** If any provision of the Agreement or these Terms and Conditions is or becomes invalid or non-binding, the Parties shall remain bound by all other provisions thereof. In that case, the Parties will replace the invalid or non-binding provision by valid and binding provisions that, to the extent possible, have a similar effect to the invalid or non-binding provision, given the content and purpose of the Agreement.
- 22.5.** Unless otherwise agreed in the Agreement, the Agreement shall be exclusively governed by and construed in accordance with Dutch law. Unless otherwise agreed in the Agreement, disputes arising out of or in connection with the Agreement shall be submitted exclusively to and dealt with by the competent court in Amsterdam, the Netherlands.

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- 22.6.** The Parties agree and acknowledge that, notwithstanding this Article 22.6, there is nothing in the Agreement to prevent or limit Barts Boekje's right to institute or commence legal proceedings or to request injunctive relief or (special) performance before or in the competent courts where the Accommodation is located or registered under the law of the relevant jurisdiction and for this purpose the Accommodation waives its right to claim another jurisdiction or applicable law to which it could be entitled.
- 22.7.** It is possible that the original Dutch version of these Terms and Conditions has been translated into other languages. The translated version of the Dutch Terms and Conditions is a translation intended solely for courtesy and the office, and the Accommodation cannot derive any rights from the translated version. In the event of a dispute about the content or interpretation of these Terms and Conditions of the Agreement, or in the event of a conflict, ambiguity, inconsistency or difference between the Dutch version and a version of these Terms and Conditions in another language, the Dutch language version will prevail, apply and be binding and conclusive. The Dutch version will be used in legal proceedings. The Dutch version is available on the following website [www.bartsboekje.com/algemene-voorwaarden](http://www.bartsboekje.com/algemene-voorwaarden) and will be sent to you upon written request.
- 22.8.** With respect to (or as compensation for) the performance, delivery, sealing, registration, filing, and/or execution, service or delivery under or pursuant to the Agreement, the Accommodation (including its employees, directors, officers, agents or other representatives) may not (i) offer, promise or give, directly or indirectly, the following items (a) to any third party (including any government official or (any officer, representative or candidate of) any political party), or (b) seek, accept or be promised for oneself or for any other party: any gift, payment, compensation, remuneration or benefit of any kind that (may) be interpreted as bribery or illegal or corrupt practices, and (ii) serves all applicable laws governing bribery and corrupt gifts and practices (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act).
- 22.9.** The Agreement can be entered into online or through the execution of a separate duplicate or a pdf copy; each of these copies will be considered original, valid and binding. The Agreement will only come into effect after Barts Boekje's written confirmation of the acceptance and permission of the Accommodation. By registering and signing up for Barts Boekje's partner program as an accommodation partner, the Accommodation agrees, acknowledges and accepts the Terms and Conditions of the Agreement. The Agreement does not require a stamp or seal to make it valid, binding and enforceable.
- 22.10.** Due to applicable anti-money laundering, anti-corruption, anti-terrorist, and anti-avoidance laws and legislation, Barts Boekje may not make the Service available to, or accept payments from, or make, process, facilitate payments to a bank account (the "Bank Account") that is not linked to the jurisdiction in which the Accommodation is located and (but in any event) to the extent that any of the following guarantees are untrue. The Accommodation hereby declares and guarantees the following with regard to all its accommodations (notwithstanding the jurisdiction of the Bank Account):
- they hold and comply with all permits, licenses and other governmental licenses, authorisations, and permissions necessary to conduct, operate and continue its business and operations (including the holding and use of the Bank Account);
  - they are the holder of the Bank Account;
  - the payment and transfer to/from the Bank Account is in accordance with the market and in accordance with all applicable laws, legislation, codes, regulations, injunctions and rules and does not violate any applicable (tax) law, treaty, regulations, code or legislation relating to the fight against money laundering, corruption, terrorist financing or tax evasion; and
  - the Bank Account will not be used (directly or indirectly) for money laundering, terrorist financing or tax evasion, tax avoidance, or other illegal activities.
- The Accommodation hereby agrees to fully reimburse Barts Boekje and indemnify it for all damages, losses, claims, penalties, fines, costs and expenses incurred or paid by Barts Boekje (or one of its affiliated companies (including one of their directors, officers, employees, agents or representatives)) due to an (imminent or alleged) claim (including sanction) from a government, authority, organisation, company, party or person that the payment to, via or from the Bank account is illegal or is in violation of applicable laws, regulations, codes or legislation (concerning the fight against corruption/money laundering/tax evasion/financing of terrorism).
- 22.11.** Barts Boekje may from time to time update and amend the Terms and Conditions (including the Appendices), subject to prior notice (e.g. e-mail or notification through the system) to the Accommodation subject to a period of 15 days. An updated or modified version replaces and

# Barts *Boekje*

supersedes the existing (current) version with effect from the date stated in the notification of the update/replacement.