

CONSERVATORIUM

MUSEUMPLEIN, AMSTERDAM

Terms & Conditions

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

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

Booking and services

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

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

Any personal data the Conservatorium hotel collects about you will be processed according to the Conservatorium hotel Privacy Policy. Click [here](#) to consult the Privacy Policy.

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

Cancellation and termination

Reservations must be cancelled or modified at the latest at 14.00 hours (local time at the hotel) 1 day prior to arrival to avoid a 1 night fee including tax. No-Show fee: 1 night including tax.

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

Payment

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

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

Rights of intellectual property in the website

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

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

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

No unlawful or prohibited use

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

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

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

Disclaimer of warranties

The Conservatorium hotel has compiled the information on this website for the use of guests, prospective guests and travel professionals. The information, material and software algorithms contained in this website or which may be downloaded from this website, including text, graphics and hyperlinks, are provided 'as is' and 'as available'.

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The information and material contained in this website are believed to be accurate and complete at the time of their posting. Although the Conservatorium hotel attempts to ensure that all information and material remain current and accurate, they are subject to change without notice and the Conservatorium hotel does not warrant their accuracy, completeness and currency at all times. In addition, the Conservatorium hotel does not warrant the accuracy, adequacy or completeness of software algorithms and expressly disclaims liability for errors or omissions in any software algorithms.

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

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

Exclusion of liability

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

Direct damage is understood to mean exclusively:

- a. damage to property;
- b. reasonable costs incurred in assessing the cause and the extent of the damage, in so far as the assessment is related to direct damage as referred to in these Terms and Conditions;
- c. reasonable costs incurred in preventing or limiting damage, in so far as you prove that such costs led to a limitation of direct damage as referred to in these Terms and Conditions.

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

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

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

Links to third party websites

The Conservatorium hotel does not control any third party website and is therefore not responsible for the content of any linked website or any link contained in a linked website. The Conservatorium hotel provides such links only as a convenience to you and the inclusion of any link does not imply endorsement, investigation or verification by the Conservatorium hotel of the linked website or any information contained in it.

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Software algorithms made available and hyperlinks to other internet resources are at your own risk. The content, accuracy, opinions expressed, and other links provided by these software algorithms and resources are not investigated, verified, monitored, or endorsed by the Conservatorium hotel.

Applicable law and jurisdiction

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

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