



Terms and Conditions for Accommodations Iamreservations

These Terms and Conditions for Accommodations (“**Terms and Conditions**”) will be used by lamreservations.com (“**Iamreservations**”). Iamreservations is a website (the “**Website**”) where visitors can search for accommodations such as hotels (the “**Accommodations**”) and make reservations to spend the night and related services (“**Reservations**”). Iamreservations is an exclusive hotel website, selecting Accommodations based on certain criteria.

APPLICABILITY TERMS AND CONDITIONS

1.1. These Terms and Conditions apply to all agreements (“**Agreement(s)**”) between Iamreservations and the Accommodation and form the base for all brokering done by Iamreservations between the Accommodations and website visitors of Iamreservations (“**Guest(s)**”).

1.2. The Accommodation can register via e-mail. Iamreservations will provide the accommodations with the Terms and Conditions per e-mail and declare them applicable. The Accommodation is then required to create an account on [the Website / the Extranet (see article 4)]. By creating an account, the Accommodation agrees to the Terms and Conditions.

1.3. The person who agrees to the Terms and Conditions on behalf of the Accommodation is deemed legally responsible to represent the Accommodation.

AGREEMENT

2.1. With the Agreement, Iamreservations offers the possibility for the Accommodation to be presented on the Website, allowing Guests to make a Reservation at the Accommodation via the Website on a non-exclusive base. Iamreservations solely brokers between Guests and Accommodations and is by no means part of the agreement (the Reservation) between Guest and Accommodation. The making of a Reservation creates an agreement between the Accommodation and the Guest. The Website’s system will confirm the Reservation to the Accommodation by e-mail.

2.2. The Agreement can be created on paper, by e-mail or on the website. Iamreservations always reserves the right to refuse an Agreement with a certain Accommodation. In such cases an Agreement can only be created when Iamreservations has either confirmed the application or has started the execution of the Agreement.

2.3. The creation of an Agreement will require the Accommodation to satisfy certain conditions including but not limited to lamreservations' selection criteria. lamreservations reserves the right to keep these selection criteria private as well as adjust them at its own discretion.

COMMISSION

3.1. Unless agreed upon otherwise, during the first year after the start of the Agreement, the Accommodation is required to pay only the registration fee as indicated by lamreservations.

3.2. Unless agreed upon otherwise, after the first year the Accommodation is required to pay a commission per Reservation made as indicated by lamreservations.

3.3. lamreservations has the right to change the registrations fee and the commission (either or both of these amounts will from here on be referred to as the "**Commission**"). lamreservations will notify the Accommodation of any such change at least 14 days before the change goes into effect. The Accommodation has the right to terminate the Agreement based upon a raise of the Commission per Reservation within 14 days of the notification. If the Accommodation does not undertake any action within these 14 days, it is deemed to accept the change which goes into effect on the starting date.

3.4. lamreservations collects the registration fee from the Accommodation at the start of the first year of the Agreement. Any Commission(s) per Reservation will be collected by lamreservations at the end of the calendar month.

3.5. lamreservations will send invoices for the Commission fee(s) electronically, by providing a 'hyperlink' to the website where the electronic invoices will be available. lamreservations will send the hyperlink by e-mail, to the e-mail address provided by the Accommodation. The Accommodation hereby agrees to this manner of billing.

3.6. Should the Accommodation fail to pay an invoice in due time, it is from that moment on 'in default', giving lamreservations the right to remove the Accommodations content (the "**Content**") from the Website until the outstanding payment is paid, as well as deduct the outstanding payment from any amount to be paid to the Accommodation by lamreservations.com. Should lamreservations have to hand over the outstanding payments for collection, lamreservations retains the rights to charge the Accommodation with the judicial and/or extra-judicial collection costs, with a minimum of €150,- per invoice.

EXTRANET

4.1. lamreservations offers the option of an 'extranet' ("**Extranet**") where the Accommodation can upload and change its Content.

4.2. lamreservations will provide the Accommodation with the necessary account information, enabling the Accommodation to log on to the Extranet using internet. The Accommodation shall keep this information secret and safe, which includes keeping it from any persons not requiring access to the Extranet. Should the account information be passed on enabling an unauthorized third party to access the Extranet, the Accommodation is required to inform lamreservations.com immediately. lamreservations reserves the right to block certain accounts from logging on to the Extranet and if necessary will provide the Accommodation with new account information.

4.3. When using the Extranet, the Accommodation will follow any 'guidelines' as provided on the Extranet.

CONDITIONS FOR CONTENT AND RESERVATIONS

5.1. The Accommodation is responsible for providing actual, correct and legal Content at all times. Even if the Content provided is inaccurate in any way, Guests can still hold the Accommodation to the provided Content. The Accommodation itself is responsible for changing Content on the Extranet; lamreservations will not pro-actively change Content. However, when certain Content proves to be unactual, wrong, incomplete, illegal or against the rules, lamreservations can correct or update the Content. Even in such cases, the Accommodation remains the responsible party for all content.

5.2. The Accommodation hereby provides lamreservations with the license and the right of sub-license to use the Content at its own discretion and through all available media for the purpose of promoting the Website and promoting the Accommodation on the Website.

5.3. The order of display for Accommodations on the Website (the “**Ranking**”) is decided by lamreservations; the Accommodation can therefore not influence this Ranking.

5.4. De Accommodation will provide their own reservations & cancellation policy for any Reservation made. The Accommodation is responsible for entering these policies in the Extranet (these policies are considered part of the “Content”). All policies must be reasonable and legal. Should Guests report to lamreservations any unreasonable or objectionable conditions and/or policies demanded by the Accommodation, the Accommodation will discuss these with lamreservations to see if any changes can be made. If no suitable solution for all parties can be found both lamreservations and the Accommodation retain the right to end the Agreement (see “DURATION AND TERMINATION”).

5.5. The intellectual property rights of the Content are held by the Accommodation. However, the intellectual property rights of the Website remain held by lamreservations or its licence-provider at all times.

PRICES

6.1. The prices for reservations (“**Price(s)**”) must be clearly stated in the agreement as well as any law or rule applicable. The agreement should at all times include: whether Price(s) mentioned are per person or per room, what the Price per night is, whether or not the Price is including breakfast or not and what the refund policy for this Price is. Prices mentioned must include all applicable taxes and further costs. If necessary, the extra costs and taxes will be represented separately in order to show the Price’s components. Should the Accommodations require any costs to be paid upon arrival these must be clearly mentioned in the Agreement. All Prices including any charged extra costs, are part of the “Content’ as mentioned previously.

6.2. lamreservations can offer gift vouchers on the Website. lamreservations collects the amount paid for the gift voucher. Once a gift voucher is bought, the amount of the gift voucher can be used to make a Reservation on the Website. Should the Price of the Reservation surpass the amount available on the gift voucher, a supplementing payment can be made. For such Reservations, lamreservations will pay the usual Price per night to the Accommodation, as indicated in article 8.8.

6.3. lamreservations allows Guests to save ‘points’ by making Reservations, buying gift vouchers and more. Guests can use these points (to get discounts) for new Reservations. When these Guests are logged on, lamreservations may show them Prices on the Website that include

a discount from saved points. If such a Reservation is made, the amount the discount comes to will be paid by lamreservations. For such Reservations, lamreservations will pay the usual Price per night to the Accommodation as indicated in article 7.8. The Commission due is per the Price paid by lamreservations.

6.4. The Accommodation will not require a Price that is higher than required elsewhere online for the same type of room, with the same condition applying on the same date by the Accommodation.

PAYMENTS BY GUESTS

7.1. Guests may be asked to pay for Reservations in advance or to provide a guarantee for a Reservation. The Accommodation decides whether or not they require an advance payment not; or whether they require a guarantee or not.

7.2. Should an Accommodation require any Price to be paid in advance, the Accommodation is responsible for making sure that the conditions of the advance payment, including but not limited to any Price-restrictions and payment method, are clearly explained to the Guest in the Content available to Guests before any Reservation can be made.

7.3. The Accommodation agrees and acknowledges that lamreservations can offer payment methods for advance payments of the Price, which are made available by lamreservation's payment provider. The Accommodation authorizes lamreservations and its payment provider to accept advance payments made by the Guest in name of the Accommodation and to transfer these payments to the Accommodation.

7.4. Should an advance payment via a certain payment method fail, lamreservations will exert reasonable efforts to ask the Guest to use an alternative payment method. lamreservations cannot guarantee the success of any advance payment; the failure of an advance payment will always be at the Accommodation's own risk.

7.5. Should a Guest be required to provide a payment guarantee for making a Reservation, the Accommodation is required to accept commonly used credit cards (including but not limited to Master Card, Visa and American Express), bank transfer and iDeal, as well as any other payment methods made available by lamreservations' payment provider. However, the Accommodation remains responsible for the verification of the validity of the provided payment information and possible credit limitations, for the date of the reserved nights' stay. The Accommodation is to immediately pre-authorise and verify credit cards upon receiving a Reservation's confirmation. Should the credit card or any other type of payment guarantee provided by the Guest fail or prove invalid the risk will be borne by the Accommodation under all circumstances.

7.6. The Accommodation maintains the responsibility for charging Guests with any costs made, including but not limited to the costs for staying the night, costs for a 'no-show or cancellation-fees and applicable taxes to be paid by the Accommodation. The Accommodation also remains responsible for the payment of any such taxes. Advance payments made by the Guest will be deducted by the Accommodation from the amount the Guest pays to the Accommodation. The Commission per Reservation remains to be paid even if the Accommodation fails to collect the Price from the Guest.

7.7. All costs will be charged from credit cards in the same valuate as mentioned in the Reservation.

7.8. Payments made to the Accommodation will take place every 14 days after the Guest has checked out of the Accommodation, to the bank account provided by the Accommodation.

ACCOMMODATION AVAILABILITY

8.1. lamreservations has a link to the reservations system of a third party in which the Accommodations' availability is updated "real time". The Accommodation is responsible for keeping availability up to date at all times.

8.2. The Accommodation must execute any Reservation once it has been made under the terms and condition as agreed upon with the Guest. Should the Accommodation be unable to execute the Reservation made for any reason they will inform lamreservations as soon as possible and no longer than 24 hours after discovery of the fact. Should a reservation turn out to be unavailable upon the day of the Guest's arrival, the Accommodation is required to inform lamreservations within three (3) hours of the moment of arrival. lamreservations will make a reasonable effort to provide the Guest with a substitute accommodation; however, lamreservations cannot make any guarantees to the success thereof.

SERVICE

9.1. The Accommodation is responsible for any customer contact with the Guest, including but not limited to the dispersion of complains, questions and requests made by the Guest. lamreservations assumes that all services offered by the Accommodation will be of high, representative quality.

9.2. lamreservations retains the right to serve as contact person for any customer contact with the Guest. The Accommodation will comply with any reasonable requests made by lamreservations on behalf of the guest.

REVIEWS

10.1. Guests that have spent the night at any Accommodation will be asked by lamreservations to give their opinion about their stay at the Accommodation and to rate certain aspects of their stay on a numbered scale. lamreservations will not publish these results on their Website any sooner than three days after obtaining them. lamreservations will inform the Accommodation should an insufficient mark (5 or below) be given, allowing the Accommodation to contact the Guest.

10.2. lamreservations maintains the right to publish reviews and marks given by the Guest on their Website. The Accommodation cannot require lamreservations to change or withhold these reviews and/or marks.

(PERSONAL)INFORMATION

11.1. lamreservations assumes any contact information provided by the Accommodation to lamreservations to be up to date, correct and complete. lamreservations must be informed of any changes to in contact information by the Accommodation as soon as possible.

11.2. lamreservations collects contact information from the Accommodation's. This information will be used solely for the purpose of executing the Agreement or related purposes. 'Related purposes' include but are not limited to: proving invoices, including contact information to lamreservations' suppliers such as accounts and collection agency, and the maintenance of a commercial relationship with the Accommodation. More information on the processing of such information can be found in lamreservations privacy statement available on the Website.

11.3. Both the Accommodation as well as lamreservations can be considered 'responsible' for the personal information provided by Guests who make a Reservation at the Accommodation. Both the Accommodation as well as lamreservations are required to comply with all applicable laws and rules concerning the use of personal information.

LIABILITIES

12.1. lamreservations does not accept any liability when it comes to damages suffered by either the Accommodation and/or the Guest, other than damages that are caused by intentional or deliberate recklessness by the lamreservations management.

12.2 In particular, lamreservations does not accept any liability for damages caused under but not limited to the following situations:

- damage(s) caused by Content that is or was not up to date, incorrect, incomplete and/or in violation of the law;
- damage(s) caused by incorrect information on the Accommodation's availability;
- damages(s) caused by the failure of collecting a Guests advance payment;
- damage(s) caused by over-booking by the Accommodation
- damage(s) caused by providing unauthorized third parties with access to the Extranet;
- damage(s) caused by disruptions or other failures rendering electronic facilities unavailable such as the internet and other telecommunication facilities;
- damage(s) caused by any (temporary) unavailability of the Extranet;
- damage(s) caused by any (temporary) unavailability of the Website;

- damage(s) caused by any reviews placed upon the Website
- damage(s) consisting of business stagnation, missed income, loss of profits, loss of information, damage to company documentation.

12.3. If lamreservations can be held accountable for any damage(s) suffered, the liability is limited to the amount covered by lamreservations insurance. In case the insurance does not cover the damages to the full extent, the liability is limited to the amount of the Reservation from which the damage(s) have come forth with a maximum of €500 (five hundred euros) per year for all claims arising during that year.

12.4. The Accommodation indemnifies lamreservations from any third-party claims such as costs of legal assistance, claims by Guests and penalties by regulators which are caused by acts and/or failure to act by the Accommodation.

DURATION AND TERMINATION

13.1. The Agreement will last for a period of one year starting the moment lamreservations has confirmed a request or at the start of the execution of the Agreement. The Agreement is silently renewed each year. The Agreement can be terminated at any time as specified in the following article.

13.2. The Agreement can be terminated at any moment by either the Accommodation or lamreservations taking into account a period of 14 days' notice, without either being obliged to pay any damages.

13.3. Both the Accommodation and lamreservations are entitled to terminate the Agreement with immediate effect, without being obliged to pay any damages in the event of: (a) the other party is granted an automatic stay of payment; (b) The bankruptcy of the other party is pronounced or (c) the other party ceases to exist.

13.4. lamreservations is entitled to terminate the Agreement with immediate effect, without being obliged to pay any damages in the event of: (a) the Accommodation being unable to meet its obligations due to a force majeure for a period of more than 14 days, (b) The Accommodation no longer meets the selection criteria, (c) the Accommodation being in violation of applicable laws and regulations, (d) the Accommodation acting or neglecting in a manner that is not a failure to comply with the Agreement but which creates a situation in which it is impossible for lamreservations to maintain the Agreement during the 14 days' notice of termination of the Agreement.

13.5. After the Agreement has ended lamreservations will remove the Content from its Website. Any ongoing promotions for the Accommodations that might still produce Reservations will be maintained by both parties. During this period the conditions of the initial Agreement as well as these Terms and Conditions will still apply.

13.6. All outstanding payments will be due immediately after the termination of the Agreement; any amounts already paid by the Accommodation cannot be recovered upon termination of the Agreement.

CONFIDENTIALITY

14.1. Both parties shall confidentially disclose any information relating to the other party of which the providing party has indicated it to be confidential or of which the confidential nature can be deduced from the information itself, including but not limited to transaction volume, business, financial, technical, operational and other non-public information and will not provide such information to any third-party unless necessary for the execution of the agreement or compliance with legal duties.

CHANGING THE TERMS AND CONDITIONS

15.1. Iamreservations retains the right to change these Terms and Conditions. Iamreservations will inform the Accommodation of any changes at least 14 days before the change goes into effect. If the Accommodation does not object to the change before it goes into effect, it is deemed to have accepted the change. Should the Accommodation object to the change, Iamreservations has the right to terminate the Agreement with a 14 days' notice (article 13.2) or to continue the Agreement under the original Terms and Conditions.

APPLICABLE LAW AND JURISDICTION

16.1. The Agreement, these Terms and Conditions and all related agreements and disputes resulting from it are governed solely by Dutch Law, notwithstanding any private international laws.

16.2. When the Accommodation is located outside of the Netherland the Accommodation acknowledges that article 6:232, 6:234 and article 6:235 section 1 and 3 of the Civil Code ("Burgerlijk Wetboek") apply.

16.3. All parties will make an effort to settle any disputes together in an agreeable fashion. Should this prove to be impossible, the Court of The Hague will have final jurisdiction over any dispute between the parties.