

TERMS AND CONDITIONS FOR GUESTS – IAMRESERVATIONS.COM

These terms and conditions are used for lamreservations.com (from here: “lamreservations” or “we” from October 1st, 2015. lamreservations is a website (the “website”) where visitors can search for accommodations such as hotels (any kind of “accommodations”) and make reservations to spend the night at said accommodations as well as enjoy other services.

WHEN DO THESE TERMS AND CONDITIONS APPLY?

1.1. These terms and conditions apply on all agreements between lamreservations and the website visitor (from here: the “guest” or “you”) based on which lamreservations brokers between the guest and the accommodation for a night’s stay or possible other services.

1.2. When you register for our website, we ask you to agree to these terms and conditions. We do so by asking you to check the box indicating you agree to our terms and conditions. We offer you the terms and conditions in a manner that allows you to download them for future reference.

1.3. We retain the right to change our terms and conditions at any time. If you are a new guest we will always show you the most recent version of the terms and conditions while you register for your account. If you already have a registered account we will provide you with the changed terms and conditions before you log on, asking you to agree checking the box stating that you agree with the updated/changed terms and conditions.

WHAT ARE OUR SERVICES?

2.1. On our website lamreservations offers the possibility to make reservations for spending the night and other services at accommodations. lamreservations acts as an intermediary only.

2.2 Two agreements are created with the use of the website: one “assignment agreement” with lamreservations, indicating that we facilitate the reservations and offer customer care, and a “assignment agreement” with the accommodation(s), indicating that the accommodations offers you a night’s stay and possible further services as well as executes these. The agreement with lamreservations comes into existence by creating an account on our website and agreeing to our terms and conditions. The agreement with the accommodations comes into existence by making a reservation via our website. When making a reservation you automatically agree to the accommodation’s specific terms and conditions for reservations.

2.3. We are not responsible or liable for the execution of the agreement that you have with the accommodation(s). Should any complaints arise concerning the execution of the agreement with the accommodation we retain the right to refer you directly to the accommodation itself.

2.4. lamreservations is not a tour operator nor a traveling agency.

HOW CAN I MAKE A RESERVATION?

3.1. To make a reservation you need to create an account on our website. Once you have created an account you will receive a confirmation e-mail on the e-mail address you provided.

3.2. During the registration process for an account we ask you to provide certain (personal) information. We assume that all the information you provide is correct, complete and up-to-date. The same applies to possible information of member of a group that you make a reservation for. (For more information, see “CAN I MAKE A GROUPRESERVATION?”).

Should the information need to be changed, you will have to change this in your account as soon as possible to make sure we have the most recent information possible. If the changes concern information relevant to an reservation that has already been made, we ask that you update us as soon as possible. We are not responsible for not passing on information changes in time.

3.3. During the creation of your account, we will ask for your age (among other things), since only people over the age of 18 are allowed to register for an account and make reservations. lamreservations has the right to delete an account should a guest be under the age of 18 years old.

3.4 Once your account has been created you can make reservations via the website. In order to do so you can follow the process on the website. A confirmation will be send to the e-mail address used to register the account. Please make sure that you have received a confirmation of the reservation. If you have not received a confirmation, please inform us as soon as possible. We can try to find out what happened and possibly resend your confirmation.

3.5. Your username and password for the account are personal and we ask you not to share these with others. If you know or suspect that a third, unauthorized party has obtained this information, please let us know as soon as possible. We can block your account and provide you with a new password and username. If this information has been obtained by a third unauthorized party more than three times, we retain the right to delete your account.

3.6. You are free to delete your account at any time, via the website.

3.7. Should we receiver complaints about you from several accommodations or if we have multiple conflicts with you, we may delete your account.

3.8. Once your account has been deleted, you will no longer be able to make reservations on our website.

CAN I MAKE A GROUP RESERVATION?

4.1. You can make reservations for more than one person at a time (a “group reservation”) on the website. You cannot use our website for professionally organized group vacations.

4.2. When you make a reservation for a group, you will need to provide us with (personal) information for the other group members. If this information is given for a person under the age of 16, you will have to obtain permission from said minor's parent(s) or guardian(s). This permission has to be demonstrable. Should you be unable to provide evidence of the permission, we retain the right to cancel your reservation.

4.3. When making a group reservation, you act on behalf of the group members and agree to the terms and conditions on their behalf. We assume you are authorized to do so. Any advance payments or guarantees you make, also count for individual group members.

4.4. You are our contact for the group reservation. We retain the right to refer group members who contact us directly back to you.

WHICH PRICE DO I PAY?

5.1. The price you pay is the price that is shown to you during the reservations' process, before you confirm the reservation. The confirmation for your reservation, which includes the price, will also be sent to you by e-mail.

5.2. We do not charge booking fees.

5.3. It is the responsibility of the accommodation to make sure that our website clearly states what the price is, which taxes should be paid and if there are any charges that need to be paid upon arrival.

5.4. Since the prices in the reservations' system are shown automatically, it is possible that a price is stated incorrectly. Should the price clearly be incorrect we cannot declare the booking agreement valid. In other cases where the price is stated incorrectly we retain the right to cancel your reservation within 24 hours after the e-mail confirmation was made. We will contact you in such instances.

5.5 It is possible that certain costs are charged directly by the accommodation, such as the use of certain services (minibar, room service movies, use of facilities) and local or tourist taxes. We accept no responsibility for the payment of taxes concerning the reservation to the tax authority.

5.6. On certain occasions, we organise so called 'member-auctions' on our website. This means that you and other guests can bid on an offer to spend the night at a certain hotel on a certain date and with specific terms applying. Should you place a bid, you make a reservation under the postponed condition that you are the guest with the highest bid at the moment the auction closes. When you are that guest, the price for that reservation will be your highest bid. If your offer was not the highest bid at the closing of the auction, no reservation is made and your offer is cancelled and you cannot derive any rights from that offer.

HOW CAN I PAY?

6.1. You can either pay the reservation in advance via our website or directly at the accommodation, this depends on the terms of the accommodation itself. The payment terms and methods will be explained before and during the reservations' process on the website. The accommodation is responsible for collecting any payments due by you.

6.2. When making an advance payment, you authorize us and our payment provider to accept the payment on your behalf and to pass the payment on to the accommodations. Should a (partial) advance payment not be possible, we will make an effort to find a different payment method for you, to collect the payment. However, in such an instance, the accommodation retains the right to cancel the reservation. For such cancellations, the accommodation has the right to not pay back any payments made in advance.

6.3. If do not pay your reservation in advance, you are required to provide us with a credit card guarantee. The information concerning the guarantee will be passed on to the accommodation, who is responsible for checking the guarantee. Should the guarantee turn out to be invalid or uncertain, the accommodations may request an advance payment after all or cancel the reservation fully.

6.4. Prices are not always refundable, this depends on the terms that apply to that specific reservation. For "no-show", a payment made in advance is in general non-refundable and if a guarantee has been provided, the accommodation can charge the full price of the reservation.

6.5. Should an advance payment and/or guarantee fail on multiple occasions or if we discover that you have acted in a fraudulent or otherwise illegal manner or in conflict with these terms and conditions we may delete your account.

6.6. Should we have passed on an advance payment to the accommodation and the reservation gets cancelled, we will make an effort to have the payment refunded by the accommodation. The final responsibility for refunding any advance payments made lies with the accommodation, not with us.

WHAT SHOULD I DO UPON ARRIVAL AT THE ACCOMMODATION?

7.1. The accommodation might require you to identify yourself upon arrival before checking in. The accommodation might also ask for a proof of your reservation, you may use your confirmation e-mail for this.

7.2. The accommodation may ask you to guarantee any costs related to your stay by means of a credit card guarantee.

CAN I CANCEL A REERVATION?

8.1. Whether or not you can cancel a reservation depends on the reservations own specific terms and conditions. These specific terms and condition will be shown to you before and during the reservation's process and will be shown in the confirmation e-mail. The accommodations may charge cancellation costs or choose not to refund advance payments, depending on the booking's terms and conditions.

8.2. You do not have a legal 'right of withdrawal' or 'cancellation period', since there is a legal exemption from the right of withdrawal for the booking of accommodations.

CAN THE ACCOMMODATION CANCEL A RESERVATION?

9.1. lamreservations has a connection to a booking system from a third party in which the availability of the accommodation is updated "real time". It is the accommodation's responsibility to make sure that the availability is up to date at all times. However, it can happen that an accommodation is overbooked for a certain point in time. In such cases, the accommodation may cancel your reservation. We will inform you of this and try to find an alternative accommodation for you in the area of the first accommodation, on the same date and with similar classifications. If this is not possible, we will refund possible advance payments already made. For payments that have already been passed on to the accommodation, we refer to article 6.6 of these terms and conditions.

9.2. The responsibility for the cancellation of your reservation lies with the accommodation. We retain the right to refer you directly to the accommodation.

INFORMATION ON THE WEBSITE

10.1. The accommodation provides us with the information over said accommodation (such as prices, availability, description, room pictures, terms and conditions, classifications etc.) to be placed on the website. The accommodation is responsible to provide us with actual, correct, complete and legal information, we accept no responsibility or liability for such content.

10.2. Information and content found on our website (texts, pictures, movies etc.) cannot be copied, reproduced or linked to from a different website without explicit permission from the accommodation or lamreservations.

WHAT IF I HAVE QUESTIONS OR COMPLAINTS?

11.1. Our customer care is there to help you with any complaint, question, comment or requests. In the case of a complaint, we ask that you notify us as soon as possible after the emerging of said complaint. In order for us to decide whether or not a complaint is legitimate, you will have to provide us with relevant information and possible other types of evidence such as pictures.

11.2. If the request concerns our own services we will take it upon ourselves and take care of it with you, as soon as possible. If it concerns the services of the accommodation either we try and take care your request ourselves or we refer you to the accommodation. When we receive such a request we will make an effort to negotiate between you and the accommodation. Ultimately, the responsibility for resolving your request lies with the accommodation.

WHAT HAPPENS TO REVIEWS AND RATINGS ON THE WEBSITE?

12.1. After your stay at the accommodation we will send you an e-mail to ask for your opinion and to rate your stay and certain aspects of it. We will not publish the rating on our website any sooner than three days afterwards. Should you rate the accommodation below 5 (a 'fail'), we will provide the accommodation with the opportunity to contact you and talk about your review.

12.2. We retain the right to not publish your ratings or review on our website and/or moderate them.

12.3 We can publish your review on our website, on the accommodation's website and/or other (online) media. For placing the review on our website or the accommodation's website we will publish your name alongside the review. For use in other (online) media we will ask further permission.

WHAT IF I SUFFER DAMAGES?

13.1. Within the limits of the law, we are not liable for any damages suffered by you such as damage caused by actions or failure to act by the accommodation, consequential damages, damages related to delays, immaterial damages, damages cause by death or injury, disruptions of the website. incorrect or incomplete information provided, overbookings, circumstances on location during the stay, costs concerning a reservation, unless caused intentionally or by deliberate recklessness of our management.

13.2. Should we be deemed liable for damages you have suffered for any reason whatsoever, our liability is, within limits of the law, limited to the financial loss as described in article 6:96 a and b of the Dutch Civil Code as well as to the maximum amount payed out by our insurance company. Should the insurance company not pay out any amount, our liability is limited to the price of the booking from which the damages have followed with a maximum of €500 (five hundred euros) per year for all liabilities arising during that year.

13.3. All claims for financial compensations shall expire if the claim is not tried in court within a year after the first time the claim was brought to attention.

WHAT IF THERE IS A DISPUTE?

14.1. We will try to settle any possible dispute amicably with you. Should this fail, the court of The Hague is authorized to take up the dispute. When we apply to the authorization of the court of The Hague, you have one month to bring forth a different, authorized judge.

FURTHER AGREEMENTS

15.1. Within the limits of the law, the agreement made with you, these terms and conditions and all agreements made in accordance to them as well as any disputes that follow are governed by Dutch law, with the exception of any international private law provisions that might apply.

15.1. Should any provision from these terms and conditions be void, destructible or in any way non-enforceable, this will have no consequences for the legal validity of the further provisions. The void, destructible or non-enforceable provision is deemed to be replaced by a valid provision resembling the original provision as closely as possible.