

## Jorplace - House rules and General Conditions

Please note: the house rules described in this document are mandatory conduct guidelines for all guests of Jorplace BV (Jorplace) and must be observed. If, for whatever reason, guests fail to comply with these guidelines, the Jorplace crew may at all times point out the general terms and conditions that are also described in this document. The general terms and conditions include, among other things, (financial) consequences that non-compliance with the house rules and general terms and conditions entails.

### Article 1 | Bookings

#### 1.1 "First come, first served" policy

It is important for all guests to know that Jorplace works with a "First come, first served" policy. It is therefore not possible to take an option on our rooms and beds. The current quote is based on the date, number of guests and nights, which means that the price can vary when the request changes.

#### 1.2 Payments and reservations

##### 1.2.1 When is my reservation confirmed?

When confirming the reservation by e-mail, our cancellation conditions apply.

The cancellation conditions below apply at all times.

Payments for reservations must be on the account of Jorplace within 5 working days.

#### 1.3 Booking Changes

The date of a confirmed booking can be changed once. Refunds are no longer possible after changes. For changes to the booking after it has been confirmed, Jorplace will charge € 15 administration costs. You can change a booking up to 7 days before arrival.

#### 1.4 Cancellation Policy

It is possible to cancel a reservation at Jorplace, but there are costs involved. Cancellations can only be made by emailing [info@jorplace.nl](mailto:info@jorplace.nl), or via the website (eg Booking.com) where the booking was made. Please also include your booking reference in this email.

**\* MOVING A RESERVATION in 2020 DUE TO COVID-19 IS POSSIBLE ONCE. The Voucher Code given at the time is valid until 31-12-2021. A REFUND IS NOT POSSIBLE AFTER MOVING. (Art 1.4.5 and 1.3). Additional costs may be added.**

##### 1.4.1 Non-Refundable Bookings

Non-refundable bookings are neither refundable nor transferable.

##### 1.4.2 Cancellation policy for bookings for less than 6 people:

- Cancellations up to 30 days before arrival are fully refundable.
- Cancellations up to 14 days before arrival will be charged 50% of the total booking.
- Cancellations less than 14 days before arrival are non-refundable.

##### 1.4.1.1 Cancellation policy for bookings more than 6 people:

##### 1.4.2.1 Cancellation of reservation up to 4 months before arrival - 25 percent

If guests wish to cancel the reservation up to 4 months before arrival, 25 percent of the total amount will be charged. This only applies to the costs for the accommodation, other components such as tourist tax and food & beverage are excluded. The amount that is withheld is equal to the number of people and / or number of nights that is canceled.

##### 1.4.2.2 Cancel reservation up to 3 months before arrival - 50 percent

If guests wish to cancel the reservation up to 3 months before arrival, 50 percent of the total amount will be charged. This relates to the costs for the accommodation, other parts are

excluded. The amount that is withheld is equal to the number of people and / or number of nights that is canceled.

#### 1.4.3 Cancellation of reservation up to 2 months before arrival - 75 percent

If guests wish to cancel the reservation up to 2 months before arrival, 75 percent of the total amount will be charged. This relates to the costs for the accommodation, other parts are excluded. The amount that is withheld is equal to the number of people and / or number of nights that is canceled.

#### 1.4.4 Cancel reservation less than 2 months before arrival

When guests want to cancel the reservation up to 1 month before arrival, 100 percent of the total amount will be charged. This relates to the costs for the accommodation, other parts are excluded. The amount that is withheld is equal to the number of people and / or number of nights that is canceled.

#### 1.4.5 Force Majeure

Circumstances that cannot be attributed to Jorplace, which are of such a nature that compliance with the agreement can no longer reasonably be demanded or can no longer be demanded in full (such as but not limited to (i) extreme weather, (ii) withdrawal of one or more multiple permits, (iii) epidemics and pandemics and thereby announced measures from the government and (iv) national mourning) gives it the right to dissolve the order in whole or in part and / or to suspend the execution thereof without any obligation to pay compensation. In that case Jorplace retains its right to compensation (including but not limited to the amount of the reservation value, to be increased by the costs for third parties engaged by it). Jorplace advises the client and hotel guests to insure themselves against these risks. An appeal to dissolution on the part of the client / hotel guests due to force majeure is excluded. The above does not affect the applicable cancellation conditions.

Other items such as breakfast, tourist tax and barbecue are fully refundable for any cancellation at least 14 days prior to arrival.

## Article 2 | Check in and out

### Check in

3:00 pm - 6:00 pm

### Check-out

08.00 - 10.30 am

### 2.1 Check-in

When you check in you will receive the following:

The key card to your room

A three-piece bed linen set

Pay attention! Once you have checked in, there is no refund under any circumstances.

### 2.2 Check out

When you check out you have to return the following items.

The key card for your room at the reception

A three-piece bed linen set: you must remove this from your bed and blankets, take it with you to the reception and place it on the appropriate 'used bed linen' laundry trolley

## Article 3 | Deposit

When checking in, Jorplace asks all its guests to secure a deposit. The deposit serves to protect Jorplace financially against possible and unforeseen accidents, damage and lost Jorplace items during the stay of a guest. The deposit comes in a number of forms, depending on the type of stay of the guest (s). An explanation of the different deposits is described below

### 3.1 Individual security deposit

All guests of Jorplace Beach Hostel must pay a personal, individual deposit. This is 20 euros and must be paid in cash.

#### 3.1.1 What do I pay my individual deposit for?

The deposit protects Jorplace financially against possible and unforeseen accidents, damage and lost Jorplace items during a guest's stay. Examples of when (part of) the deposit can be withheld are as follows:

Key card: in case of loss or damage to the key card (€ 10)

Bed linen set: in case of incorrect use, do not use, do not return or damage the bed linen (€ 10)

House rules: when the house rules are not followed (full deposit)

#### 3.1.2 Key card

Guests are issued a key card upon check-in, which gives access to the hostel and their room. The guest must keep this key card in a safe place and return it undamaged at check-out.

#### 3.1.3 Bed linen

Jorplace works hard to keep her hostel spotless and hygiene comes first. Jorplace expects the same attitude from its guests. To help guests keep Jorplace clean and hygienic, a three-piece bed linen set is included in the accommodation price. Jorplace obliges guests to use this set, to take care of it and to hand it in at the desk after the stay.

Please note: the use of your own sleeping bags, pillows, blankets and other items is not allowed. This is also the reason that Jorplace cannot guarantee or establish the hygiene of these items and strives to protect other guests and itself as well as possible.

### 3.2 Group deposit

When guests come with a group (from 6 people) Jorplace asks the group to also secure a joint deposit (amount depending on the size of the group) in addition to the individual deposit of € 20 pp. This deposit is secured in the form of a reservation on the credit card that is linked to the main booker and from which the amount can be debited afterwards.

### 3.3 Damages and fines

The individual deposit often covers minor damage and lost goods, but if guests cause major damage, Jorplace has the right at all times to issue a fine and / or to withhold the (individual and group) deposit.

Please note: Any form of damage to or abuse of Jorplace, the guests or the employees during their stay at Jorplace, will lead to an immediate departure and a fine equal to the damage or replacement value.

### 3.3.1 In which situations can Jorplace withhold the group deposit?

Jorplace has the experience that when large groups stay in the hostel, some situations can escalate. This causes unwanted unrest and sometimes even damage in and to the hostel. In these situations, Jorplace is forced to withhold (part of) the group deposit to compensate for the damage.

The following damage types are not tolerated by Jorplace and will result in the immediate removal of a guest, the withholding of a deposit and possibly the imposition of an additional fine.

#### Type of damage or disruption

Specific: Damage to, in and around the Jorplace hostel

Includes rooms, hallways, toilets, showers, beds, mattresses, curtains, walls, the roof, the ceiling, sinks, the kitchen, the bar and all common areas.

Fire extinguisher, hose and alarm

The unnecessary or inappropriate use of the fire extinguisher or fire hose.

The unnecessary triggering of the alarm system or smoke detector. Warning: the fire alarm system is not a toy! Damaging or unnecessarily triggering the fire alarm system will immediately lead to a fine from 5000 euros and compensation for complaints from other guests. When the fire brigade arrives, the fine is from 8,000 euros.

Consuming alcohol and smoking

The prohibited use of alcohol or smoking in the rooms, corridors and other areas of Jorplace. Smoking within the hostel results in a minimum fine of 300 euros

#### Soiling

Contamination by, for example, vomiting, urinating, bleeding (etc.) in rooms, corridors and other areas of Jorplace results in a minimum fine of 300 euros

#### Forbidden substances

Possession or use of (soft or hard) drugs and / or weapons results in a minimum fine of 500 euros and removal from the hostel

#### Harassment

Intimidating, disturbing or harassing other guests, crew or pets results in a minimum fine of 500 euros and immediate expulsion from Jorplace.

### 3.3.2 How much is a possible authorized amount of the group guarantee?

In order to be able to absorb damage financially, Jorplace has established a deposit scale. In this table Jorplace indicates how the deposit amounts correlate to the size of the groups.

Group size (guests)

Authorized amount

6-15 persons	€ 450
16 -25	€ 750
26-80	€ 1500
80+	€ 3000

## Article 4 | Behaviour

### 4.1 Food and drink

Guests are free to use the guest kitchen, lounge and garden of Jorplace. Only in the kitchen, lounge and garden it is allowed to eat and drink. In the rest of the hostel, including the rooms, eating and drinking is strictly prohibited in order to maintain a hygienic environment.

### 4.2 Alcohol

It is prohibited to bring and consume your own alcohol to Jorplace. Would you like a beer or a glass of wine? Then join the bar and let our bar staff pamper you!

### 4.3 Silence

Jorplace is a busy place where many guests go in and out. Be considerate of the other guests and keep it quiet after 9pm.

### 4.4 Party

It's no secret: at Jorplace we love to party. When we organize another blast party, you will be notified in advance during check-in. Not a party animal? Jorplace sells earplugs for 50 cents per set.

### 4.5 Snoring

Snoring, especially in a dorm room, can be extremely disruptive to other guests. If you know you snore, we recommend that you provide earplugs for your neighbors. Jorplace sells earplugs for 50 cents per set. You can also draw your neighbors' attention to your snoring behavior and ask them to wake you up (softly) when the sound turns out to be intolerable

### 4.6 Sex

It is illegal to have sex in the entire hostel, unfortunately

### 4.7 Smoking, drugs and weapons

At Jorplace, the possession, trade, sale, transport, manufacture, etc. of narcotics, stimulants, intoxicants, mind-altering drugs, prohibited substances, dope and weapons are not tolerated. The possession or use of (soft or hard) drugs or weapons at Jorplace leads to immediate and permanent removal from the hostel. Smoking is only allowed in the garden. Blowing is not allowed in the entire hostel.

### 4.8 Own responsibility

Jorplace does everything it can to keep the hostel as safe as possible, but asks its guests to think along, to be careful and to look after their own belongings as much as possible. Guests are asked not to leave valuables lying around and to store them safely. Jorplace makes a number of safe lockers available, but guests must provide a suitable (pad) lock themselves! Jorplace wants to emphasize that they are not responsible for the property of the guests

## Article 5 | Emergencies

The Jorplace staff is trained in dealing with emergency situations. In the event of an emergency, there are in-house emergency response officers and emergency exits present. It is important that it is the guests' own responsibility to be aware of all escape routes

## 5.1 Fire

In the event of a fire, the assembly point is across the road (Keizerstraat) at the front of Jorplace

## Article 6 | Additional

### 6.1 Go green: consumption

Jorplace is doing its best to contribute to a green future and therefore asks guests to save water and electricity when possible

### 6.2 Go green: recycle

Jorplace loves to recycle! Separate glass, paper, plastic and other waste. Special, separate bins can be found in the ga

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Jorplace loves to recycle! Separate glass, paper, plastic and other waste. Special, separate bins can be found in the guest kitchen and at the containers on the other side of Jorplace.

### 6.3 Hygiene

Jorplace takes all possible measures to keep the hostel as clean as possible and regularly burns and steams the beds, rooms and common areas to combat and immediately eradicate unwanted impurities (bed bugs, bacteria and other dirt). Unfortunately, Jorplace cannot always remedy all impurities in time. Jorplace underlines the fact that they are not responsible for any problems caused by the presence of impurities caused by the coming and going of guests. Jorplace is also not obliged to offer financial compensation for any costs (such as replacement hotel, medical costs or replacement of personal belongings, etc.) that arise from this.

## Article 7 | Rights Jorplace

Jorplace reserves the right to unilaterally change these house rules and general terms and conditions at any time.

Jorplace reserves the right to check at all times whether the house rules are correctly observed by the guests. This may mean that guests are addressed or that the staff of Jorplace performs a room check from time to time.

Jorplace reserves the right to remove guests who do not comply with the house rules at all times and to withhold the deposit.

Jorplace reserves the right at all times to immediately and permanently remove guests from the hostel if they deem it necessary.

If the actual damage is higher than the total authorized amount, Jorplace reserves the right at all times to adjust the amount of the fine

Jorplace uses cameras to ensure the safety of the guests. Camera images can be used.

## Article 8 | General terms and conditions Jorplace

### 8.1 Scope of the general terms and conditions

The general terms and conditions of Jorplace apply to the creation and content of all agreements between Jorplace and its guests, as well as all offers related to the creation of such agreements, to the exclusion of all other general terms and conditions. If other general terms and conditions are actually in force in addition to these, the general terms and

conditions of Jorplace will prevail in the event of a conflict. Deviation from the general terms and conditions of Jorplace is only possible if this is recorded in writing and on a case-by-case basis. The general terms and conditions of Jorplace relate to all natural persons and legal entities that Jorplace uses or has used in concluding and / or executing an agreement or another agreement or in running Jorplace. The general terms and conditions of Jorplace apply to all agreements, the latest valid version of the general terms and conditions of Jorplace is deemed to apply to all subsequent agreements between the same parties, unless otherwise agreed in writing.

## 8.2 Making Agreements

Jorplace can at all times and for any reason refuse to enter into an agreement, unless such a refusal is solely based on one or more of the reasons mentioned in Clause 429 of the Criminal Code (discrimination). All offers that Jorplace makes in connection with making an agreement are without obligation and depend on "availability (or capacity)". If Jorplace invokes the said restriction within a period that can be considered reasonable in the circumstances following the acceptance by the customer of the offer, then the intended agreement is deemed not to have been made. If Jorplace has granted the customer (option holder) a right of first refusal, this right cannot be withdrawn, except if and insofar as another potential customer makes an offer to Jorplace to enter into an agreement with regard to all or a portion of the services due in the choice. In that case, the option holder of Jorplace must be informed of this offer, after which the option holder must indicate whether or not he wishes to make use of the right of first refusal. If the option holder does not indicate that he wishes to take up the right of first refusal, this right will lapse. A right of first refusal can only be granted in writing.

## 8.3 General obligations

Under the conditions of the Catering Agreement, Jorplace is, without prejudice to the provisions in the following articles, obliged to deliver the agreed services at the agreed times in the usual way in a hostel. The above obligation does not apply:

In case of force majeure on the part of Jorplace as defined in the general terms and conditions of Jorplace;

- if the guest does not arrive
- if the guest does not arrive or arrives more than half an hour late;
- if the payment by the customer of the deposit / interim payment as referred to in the general terms and conditions of Jorplace is not made on time;
- if the customer does not provide a turnover guarantee on time, despite a request to do so;
- if the customer in any other way does not fulfill all his obligations towards Jorplace in any respect, Jorplace is not obliged to accept and / or take custody of the guest's property. Jorplace is never obliged to allow pets of the guest and can attach conditions to this admission

## 8.4 Specific obligations and conditions

Jorplace has hung up or applied the house rules and placed them in a clearly visible place for the information of its guest (s). On request, the house rules will be transferred to the guest in writing. The guest is obliged to observe the house rules. Jorplace is entitled to terminate the provision of services to a guest at any time without prior notice if the guest

repeatedly violates the house rules, or otherwise behaves in such a way that peace and order in and around Jorplace and / or the normal course of events is disturbed. In that case, the guest must leave the hostel upon first request. Jorplace can only exercise this right if the nature and seriousness of the breaches of the house rules by the guest is sufficient reason, in the reasonable opinion of Jorplace. Jorplace has the right to ask the guest to accept accommodation that deviates from what is described in the agreement, unless such a request is clearly unreasonable and must be regarded as clearly causing a burden for the guest. In the latter case, the guest / customer has the right to cancel the agreement to which the aforementioned request from Jorplace applies with immediate effect, without prejudice to his obligations on the basis of other agreements. If Jorplace saves money in the aforementioned circumstances by offering accommodation that differs from what is described in the agreement, the guest and / or customer is entitled to the amount that is saved. Other than that, Jorplace will never be obliged to pay any compensation

### 8.5 Liability

Jorplace is never liable for any damage whatsoever that the customer, the guest and / or third parties suffer, unless the damage was caused intentionally by Jorplace or if Jorplace is grossly at fault. This liability exclusion also applies in particular to damage resulting from eating or serving food prepared or served by Jorplace, and to damage resulting from computer-related problems. Jorplace is never liable for damage that is caused directly or indirectly to a person or property as a direct or indirect result of a defect or an element or circumstance on or in a movable or immovable property that Jorplace provides, the holding of a long or short rental agreement, renting or who owns it or is available to Jorplace in any other way, except if and insofar as the damage was caused intentionally or Jorplace is grossly guilty. The customer and the guest and everyone accompanying them are jointly and severally liable for all damage that Jorplace and / or any third party has suffered and / or may suffer as a direct or indirect result of non-compliance with obligations (culpable shortage) and / or wrongful action, including violation of the house rules, committed by the customer and / or the guest and / or anyone accompanying them, as well as for any damage caused by an animal and / or any substance and / or an item in their possession or that is under their supervision.

Jorplace is not responsible for the following:

Any bodily injury or damage, in whatever form and any costs arising from this.

Any stolen or damaged personal items and any associated costs.

### 8.6 Settlement of Bills and Payment

All accounts, including accounts related to cancellation or no show, are due by the customer and / or guest at the time they are presented to them. The customer is responsible for payment in cash unless otherwise agreed. If payment is agreed otherwise than in cash, all invoices for any amount must be paid by the customer to Jorplace within fourteen days of the invoice date. When an invoice is sent, Jorplace has the right at all times to add an extra 2 percent to the invoice to cover the limitation of the credit, which is removed if the customer pays the invoice within fourteen days. Payment is made in Dutch currency (Euros). If Jorplace accepts foreign payment methods by way of exception, the market exchange rate that applies at the time of payment is applicable. Jorplace can charge administration costs of up to 10% of the amount offered in foreign currency. Jorplace can effectuate this by adjusting the prevailing market exchange rate by a maximum of 10 percent. Jorplace is

never obliged to accept checks, credit cards, debit cards and other such payment instruments and can attach conditions to the acceptance of such payment instruments. The same applies to other payment instruments not mentioned here

#### 8.7 Applicable law and disputes

The general terms and conditions of Jorplace are an extract from and based on the Uniform Conditions for the Hotel and Catering Industry (UVH), the conditions under which catering establishments in the Netherlands, such as hotels, restaurants, bars and related companies (including catering companies, party shop companies, etc.), we provide catering services and we conclude catering agreements. In any dispute, the full UVH apply. The UVH are registered with the court and the Chamber of Commerce and Industry in The Hague. All agreements are exclusively governed by Dutch law. All disputes are exclusively subject to the jurisdiction of the court of The Hague, the residence of Jorplace

#### 8.8 Exclusion of Liability

All information on this website is intended for personal use. No rights can be derived from the advertisements, photos, information and texts on this website. Subject to changes and typing errors. Despite the fact that Jorplace B.V. takes due care when compiling and maintaining this website, Jorplace B.V. cannot guarantee the correctness, completeness and topicality of the information on this website. Jorplace B.V. does not accept any liability for damage resulting from inaccuracy or incompleteness of the information on this website. In particular, the prices and rates stated on the website are subject to typing errors. No liability is accepted for such errors.

#### Royalty

Jorplace B.V. reserves the rights and powers that accrue to him under the Copyright Act and other intellectual laws and regulations.

#### Article 9 | Assistance of the Jorplace crew

Do you need help or is there a problem? The Jorplace staff is always ready to help. They appreciate it if you immediately notify the crew when a problem arises so they can fix it right away. The crew does its best to ensure that everyone has a pleasant stay

#### Article 10 | Illegitimate Reviews

##### Article 1 Unlawful reviews

10.1 Users of the Jorplace can give reviews under certain conditions. The User is fully responsible for the content of a given review and can be held liable if the content of a review is found to be unlawful.

10.2 A User may only post a review if he is or has been a guest or customer at Jorplace.

10.3 The User guarantees that the information that he publishes on the Website in the context of a review is in good faith and truthful and indemnifies Jorplace against any claim from a third party with regard to this review.

10.4 Jorplace is at all times entitled to refuse, remove or shorten a review without stating reasons. This may be the case, for example, if Jorplace has been informed, whether or not via third parties, that the review is factually incorrect, unreliable or unlawful.

10.5 A review may in any case not contain: defamatory, vulgar, obscene or racist language, personal and / or private information about Jorplace or its employees.

10.6 The use of (personal) data that the User has through the Website or has obtained online is only permitted for the purpose for which these data were provided or displayed. It is expressly not permitted to process and / or use this data for any other (commercial) purpose on pain of an immediately payable and without further notice of default owed a fine of at least 1,000 euros (thousand euros) per violation.

10.7 Jorplace accepts that Users consisting of (former guests of Jorplace about the location in question can publish a review expressing the subjective opinion of the person concerned. A review can consist of a description in combination with a rating expressed in a number of stars.

## Article 11 | Complaints and liability

11.1 Complaints about the Service can be submitted to the management of Jorplace in writing or by e-mail (info@jorplace.nl) and as much as possible with reasons. If the complaint relates to an account, this complaint must be submitted to the management of Jorplace within 15 days. A complaint does not suspend the payment obligation.

11.2 The management of Jorplace will handle the complaint and send it to the complaining party no later than 15 days

11.3 Jorplace is only liable for direct damage resulting from intent or deliberate recklessness on the part of Jorplace. Direct damage is exclusively understood to mean the costs that the User reasonably had to incur to repair or rectify the shortcomings of Jorplace.

11.4 The liability of Jorplace can never exceed the size of the most recent account of the User with a maximum of 100 euros.

11.5 Jorplace's liability for damage resulting from or in connection with (i) errors, incompleteness and / or irregularities in the (functionalities) of the Website, (ii) the Website being inaccessible for a certain period of time or (iii) no longer allowing Jorplace to use the Service due to the User's failure to comply with financial obligations or (otherwise) acting in violation of the General Terms and Conditions is excluded.

11.6 Jorplace is not liable for damage resulting from information published by the User or a third party on the Website, even if this information is incorrect or unlawful.

11.7 Jorplace is also not liable for damage that is or may be the result of any act or omission as a result of the (legal) information displayed on the Website. This information is not intended as legal advice in any specific case.

11.8 The Website contains hyperlinks, banners and / or buttons that refer to other websites. Jorplace is neither responsible nor liable for the information on and the use of those websites.