

GENERAL TERMS AND CONDITIONS HOTELLME

GENERAL

1. These general terms and conditions, which may be amended from time to time, apply to all Hotellme services offered and/or provided directly or indirectly, through any online means of communication. By using the Hotellme online platform, you acknowledge having read, understood and agreed to the terms and conditions below.
2. Momentocio BV, located at Oder 20, Unit A6023, 2491DC in 's-Gravenhage, the Netherlands, and registered with the Dutch Chamber of Commerce under number 68688997, with VAT registration number NL857549881B01, trading under the name "Hotellme", provides for an online platform (www.hotellme.eu) that allows travellers to make bookings for different types of temporary accommodation.

INTERMEDIARY

3. Hotellme acts as an intermediary agent between travellers and providers of accommodations. Hotellme does not offer accommodation under its own label.

OFFER

4. The information provided by Hotellme regarding accommodations is based on the information provided by accommodation providers. Hotellme is neither responsible nor liable for omissions or errors in the information received from accommodation providers, published via the online Hotellme platform or any other communication medium.
5. All prices quoted on the Hotellme online platform and in all printed publications of Hotellme are on a 'per person per night' or 'per room per night' basis, as clearly indicated, and are exclusive of tourist tax, booking fees and any surcharges. If the traveller can book any additional services, this will be clearly indicated.

BOOKING

6. If the traveller makes a booking through the online Hotellme platform and if and insofar as the provider of the accommodation has the selected hotel room(s) available, Hotellme will pass on the necessary details to the provider of the selected accommodation.
7. Payments can be made using Visa, MasterCard, PayPal and any other available local payment methods. All of the payment processes are well secured. Payments (pending) cannot be changed or cancelled.
8. After payment of the amount associated with the booking by the traveller to Hotellme, Hotellme will send an e-mail confirmation of the booking to the traveller on behalf of the accommodation provider.
9. The traveller should save and possibly print the booking confirmation so that he/she can show it to the receptionist when checking in at the accommodation. The accommodation may ask for identification.
10. It is not possible to change or cancel bookings already made. It is therefore very important that the traveller fills in the required details exactly as they appear on his/her identity document. Hotellme is not responsible for the input of incorrect data by the traveller and any damage that may result.
11. If the personal data provided by the traveller changes in the meantime, he/she must inform Hotellme immediately. Hotellme reserves the right to charge costs in connection with the changes to be processed.
12. From the moment that Hotellme has sent the confirmation of a booking on behalf of the provider of the accommodation, a direct contractual obligation shall arise between the traveller and the Provider of the accommodation in which Hotellme is not a party.

13. Hotellme cannot be held liable - for whatever reason - for any failure to perform, late performance or faulty performance by the provider of the accommodation. Under no circumstances shall Hotellme be liable for any special indirect incidental or consequential damages relating in any way to the use or resulting from the use of the Hotellme services.
14. The bill for any additional on-site services purchased from the accommodation provider as well as any additional tourist tax must be paid by the traveller upon departure. If the accommodation provider wishes, a deposit may be required upon booking and/or arrival.
15. To make a booking, the traveller must be at least eighteen (18) years old or older and otherwise have the capacity to act. If the traveller is not at least eighteen (18) years old, or is not legally capable to act, he/she is not authorised to make a booking and/or to agree to these general terms and conditions. In that case, Hotellme shall be entitled to consider the booking as not having been made.
16. If the traveller makes a booking for more than one person, he/she expressly declares that he/she is authorised to accept these general terms and conditions on his/her own behalf and on behalf of all the members of the group. It is the responsibility of the traveller making the booking to ensure that all details provided to Hotellme, including payment details, of all travellers are correct and complete and that all information relevant to the booking is provided. Also, the traveller making the booking for more than one person shall ensure that the other travellers are aware of all relevant information, including information on applicable terms and conditions, documentation, and other communications between Hotellme and the booking traveller. Any information transferred by Hotellme to the booking traveller shall be deemed to be transferred to the other travellers

GIFT CARD

17. Hotellme markets the Hotellme Gift Card which allows holders of this gift card to use the offer on the Hotellme platform.
18. The Hotellme Gift Card is valid for a period of two (2) years from the date of issue, unless varied for specific promotional campaigns. The validity is always stated on the Hotellme Gift Card or an explicit reference is made to the online Hotellme platform on which the holder of the Hotellme Gift Card can look up the remaining validity of the Hotellme Gift Card..
19. If the holder of the Hotellme Gift Card has won, obtained or purchased the gift card as part of a specific promotional campaign, the Hotellme Gift Card is only valid and can only be used for the accommodation providers participating in the promotional campaign in question.
20. No guarantee is given in advance regarding the daily availability of accommodation from providers participating in a campaign. The availability may vary daily, which may mean that in certain popular places during holidays, high season or specific events the availability is very limited.
21. No guarantee is given in advance if the holder of multiple Hotellme Gift Cards wishes to book multiple rooms at the same time with the same accommodation provider.
22. When making a booking on the Hotellme online platform, the value of the Hotellme Gift Card will be deducted from the amount payable for the booking.
23. If the amount of the Hotellme Gift Card is not fully used in one go, the remaining balance will remain available for another booking. If the booking is more expensive than the value of the Hotellme Gift Card, the traveller must pay the remaining amount by online payment. One (1) Hotellme Gift Card can be used per booking. No rights can be derived from any special requests made at the time of booking.
24. After redeeming the Hotellme Gift Card and paying any additional amount required for the booking via the payment methods indicated in article 7, the holder of the Hotellme Gift Card will receive a booking confirmation as indicated in article 8.

- 25. It is not possible to redeem the Hotellme Gift Card directly with the provider of an accommodation.
- 26. It is not possible to redeem a Hotellme Gift Card for cash.
- 27. Both the reproduction of a Hotellme Gift Card and the commercial dealings with a Gift Card are prohibited. The holder of the Hotellme Gift Card is entitled to give the Hotellme Gift Card to a third party for his/her private and non-commercial use.

LIABILITY

- 28. Hotellme shall observe the duty of care of a good contractor in carrying out its activities as an intermediary.
- 29. Hotellme and/or its directly involved parties are not responsible and cannot be held liable should an accommodation provider fail to honour the agreements made based on the Hotellme booking. In such a case, Hotellme shall make reasonable efforts to find a solution to the situation that has arisen, but cannot guarantee this.
- 30. Hotellme and/or its directly involved parties cannot be held liable in the event of force majeure. Force majeure includes, but is not limited to, any failure to comply with any obligation due to unforeseen circumstances that cannot be prevented despite all reasonable precautions. Examples of force majeure include natural disasters, pandemics, fire, accidents, strikes and/or events beyond the control of Hotellme, should these occur during a stay with an accommodation provider booked through Hotellme, or should travel to an accommodation not be possible as a result.
- 31. Hotellme accepts no liability for acts and/or omissions of the providers of accommodation.

OTHER

- 32. Copying, reproduction, duplication and/or reproduction in any way of Hotellme Gift Card and/or all or part of online or hardcopy publications of Hotellme is prohibited. Violation of this provision will be prosecuted.
- 33. Trading in, barter of or any form of resale of Hotellme Gift Cards, other than with the express permission of Hotellme, is prohibited. Violation of this provision will be prosecuted.
- 34. Hotellme reserves the right to make changes to the accommodation offer, prices and other relevant conditions on an ongoing basis.
- 35. Hotellme reserves the right to amend these terms and conditions. The current version of them will be available at all times through the online Hotellme platform.
- 36. If the traveller has any complaints about (the stay in) an accommodation, he/she should contact the accommodation provider directly. Hotellme is not liable for any claims or complaints about (the stay in) the accommodation.
- 37. If the traveller has any complaints about the mediation by Hotellme, he/she can contact Hotellme at customerservice@hotellme.eu. We will respond to any complaint within three (3) business days.
- 38. Hotellme bears no responsibility for photographs, leaflets, advertisements, websites and other information media to the extent that they are under the responsibility of, but not limited to, Hotellme.
- 39. Unless otherwise stated, the intellectual property rights (including copyright) of the content, materials and information on this website are owned by Hotellme. No part of this website may be used or reproduced without the written consent of Hotellme.

40. Any legal relationship between Hotellme and the traveller shall be governed by Dutch law. The applicability of the Vienna Sales Convention and, to the extent possible, any other relevant existing or future treaty is excluded.