



ALOHA  
De Ruyterkade 151  
1011 AC Amsterdam  
T: +31 20 760 7600  
E: aloha@aloha.nl

Powerzone B.V.  
IBAN: NL59 ABNA 0429 4858 16  
KvK: 51814021  
BTW: NL8501.83.364B.01

# GENERAL TERMS AND CONDITIONS

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## ART. 1

Applicability. 1. These general terms and conditions apply to all our offers, deliveries, and agreements and are an integral part thereof, unless expressly agreed otherwise in writing. 2. Any individual who enters our premises or is present on our premises, whether or not with our permission, is deemed to have read and agreed to these terms and conditions.

## ART. 2

Composition of the Terms. 1. These terms incorporate, (and are therefore considered to be reproduced herein) : \*the Uniform Terms and Conditions for the Hotel and Catering Industry (UVH) of the Royal Association of Hotel and Related Businesses, deposited with the District Court in The Hague and registered under number 606 as well as the Chamber of Commerce there, as they currently exist or may exist in the future, or as they have been amended and/or supplemented in parts. 2. In the event of a conflict between our General Terms and Conditions and the UVH, the text of our General Terms and Conditions shall apply to the relevant section.



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## ART. 3

Conclusion of Agreements. 1. All our offers and price quotations, in any form whatsoever, shall expire if they are not confirmed in writing as accepted by us within 5 days after dispatch or delivery. 2. We reserve the right to refuse orders without providing reasons or to accept them on the condition that the counterparty provides security for the fulfillment of its payment obligations. 3. An agreement with us is only considered finalised after we have accepted the order in writing. 4. Unless the counterparty demonstrates otherwise by registered mail within 48 hours of receiving the order confirmation, the order confirmation is deemed to have been correctly transmitted. 5. In cases where applicable, an invoice is considered equivalent to an order confirmation. 6. Any changes and/or additional agreements are binding on us only if confirmed in writing by us.

## ART. 4

Payment. 1. Unless otherwise agreed, payment must be made in cash upon the execution of the order. 2. If payment is made through a transfer of the invoice amount, it must be completed no later than 14 days after the invoice date. In the latter case, an additional administrative fee of €12.50 must always be added to the invoice amount. 3. The value date indicated on our bank or giro statements will be considered the payment date. 4. If the invoice remains unpaid beyond the period specified in the preceding article, the counterparty will automatically be considered in default. From the date of default, interest at a rate of 1.5% per month will be charged on the outstanding amount. Fractions of months will be counted as whole months for this purpose. 5. All judicial and extrajudicial costs incurred will be the responsibility of the counterparty. Extrajudicial costs amount to at least 15% of the counterparty's outstanding amount, including the aforementioned interest.





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## ART. 5

Cancellation. 1. In the event that the counterparty wishes to cancel an agreement, we reserve the right to charge cancellation fees equal to 25% of the quotation or invoice amount. 2. If cancellation occurs within 48 hours, the counterparty is liable for 50% of this amount, and in case of cancellation within 24 hours, the full amount is due. In the case of force majeure, we reserve the right to deduct a maximum of 10% of the reserved number of persons until 12:00 PM on the day of the reservation. 3. If the agreement includes the provision of catering services, the counterparty is liable for 50% of the reservation value in case of cancellation within 7 days and the full amount in case of cancellation within 3 days. 4. The reservation value is defined as the agreed invoice (transaction) amount, increased by the turnover from catering services not included in the invoice amount but reasonably expected to have been realized, following our customary methods. Cancellation can only be made in writing.

## ART. 6

Complaints. 1. Any complaints of any nature must be submitted by the counterparty to us no later than 24 hours after the conclusion of the service, or at least within 24 hours after the first available opportunity following the conclusion of the service. After this period has elapsed, we will no longer process complaints, and the agreement will be considered properly executed by us. 2. Submitting a complaint does not absolve the counterparty of their payment obligation to the company.

## ART. 7

Liability. Towards the counterparty: 1. The company shall not be held liable for damages resulting from the death or injury of a counterparty or for damages arising from the complete or partial loss or damage of luggage or other personal belongings if such incidents occurred during the stay and to the extent that such incidents were caused by circumstances that a prudent company could have avoided or circumstances the company could have prevented.



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2. The company shall never be liable for compensation regarding luggage, personal belongings, or items brought by the counterparty that would not have been allowed on the premises had the counterparty known their nature or condition, and the counterparty knew or should have known that the company would not permit such luggage, personal belongings, or items on the premises. 3. The company shall also not be liable for the loss, theft, or damage to currency, goods, jewels, jewelry, artworks, valuable documents, or other valuable items. 4. To the extent that the company is liable, such liability is limited to amounts determined by the General Measure of Administration (Stsbl.108. Decree of March 11, 1991, implementing article 983 of book 8 of the Dutch Civil Code). 5. The compensation for damage caused by the death or injury of a counterparty shall be limited to an amount or capitalized amount of €135,000 per counterparty. 6. The compensation for damage to luggage shall be limited to an amount of €1,000. 7. If the company can prove that the fault or negligence of the counterparty caused or contributed to the damage, the company's liability for such damage may be partially or wholly lifted. 8. The company's liability for damage shall be limited to direct damage and shall exclude any indirect damage. 9. Only the counterparty themselves shall have the right to claim compensation. 10. The company shall not be liable for any damages of any kind arising from delays or during the stay. Towards the company: 11. The custody of the aforementioned valuable items is solely at the risk of the counterparty. 12. The counterparty shall be obligated to compensate the company for any damage caused by them or their luggage. 13. To the extent that the counterparty is not the contractual counterparty obligated to compensate the damage suffered by the company due to the counterparty's failure to fulfill their obligations under these conditions and the law.

## ART. 8

Failure to Perform and Force Majeure. 1. The company retains the right at all times to determine that no activity will take place, based on weather conditions and/or similar circumstances related to the company. In such cases, the company is also authorized to cancel reservations that have already been initiated, and the company is under no obligation to refund the





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sum to the counterparty or provide any other form of compensation. 2. In all cases referred to in the preceding paragraph, the company shall cooperate in finding an alternative solution. If there are additional costs associated with this, the company may charge those additional costs to the counterparty. The company shall determine whether an alternative solution exists.

## ART. 9

Additional Stay Provisions. 1. Access to the company, waiting areas, access facilities, etc., as well as participation in activities, may be denied without providing reasons if deemed necessary due to capacity, safety, public order, the imminent risk of damage, nuisance, etc. 2. The counterparty must strictly adhere to the regulations set by the authorities and the company, particularly but not exclusively those related to safety and order. 3. In general, the counterparty must refrain from any behavior that could endanger themselves and/or others. 4. If the counterparty intentionally violates the provisions of the previous article, the company reserves the right, in the interest of order and safety, to deny the offender(s) further participation in the activity and to remove them from the premises. 5. This action does not relieve the counterparty of their payment obligation and their obligation to cover the costs associated with their removal. 6. The exclusions or limitations of liability and the rights granted under these conditions also apply to and are granted to the company's employees and all those working for the company.

## ART. 10

Behaviors by Third Parties. 1. If individuals whose assistance the company engages in fulfilling an obligation arising from the agreement provide services at the request of the counterparty, for which the company is not obligated, they shall be considered as acting on behalf of the counterparty to whom they provide these services.





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## ART. 11

Special Provisions for Catering Services. 1. The following conditions of the UVH (Uniform Conditions for the Hotel and Catering Industry) do not apply: \* 2.1 last sentence, 5, 7, 9, 1.6, 9.2 to 5, 18.3; \* 17.1, with the understanding that the case regulated in that article, as well as corkage fees and cake buyout, can only occur in the company if expressly agreed upon in advance and in writing; \* 9.1.2, with the condition that there is always a group.

## ART. 12

Disputes / Applicable Law. 1. Dutch law exclusively applies to all activities under these conditions and the resulting liability. All disputes related to these activities and these conditions must be submitted to the District Court of Amsterdam. These GENERAL CONDITIONS have been registered with the Chamber of Commerce Amsterdam under number 5181 4021.

