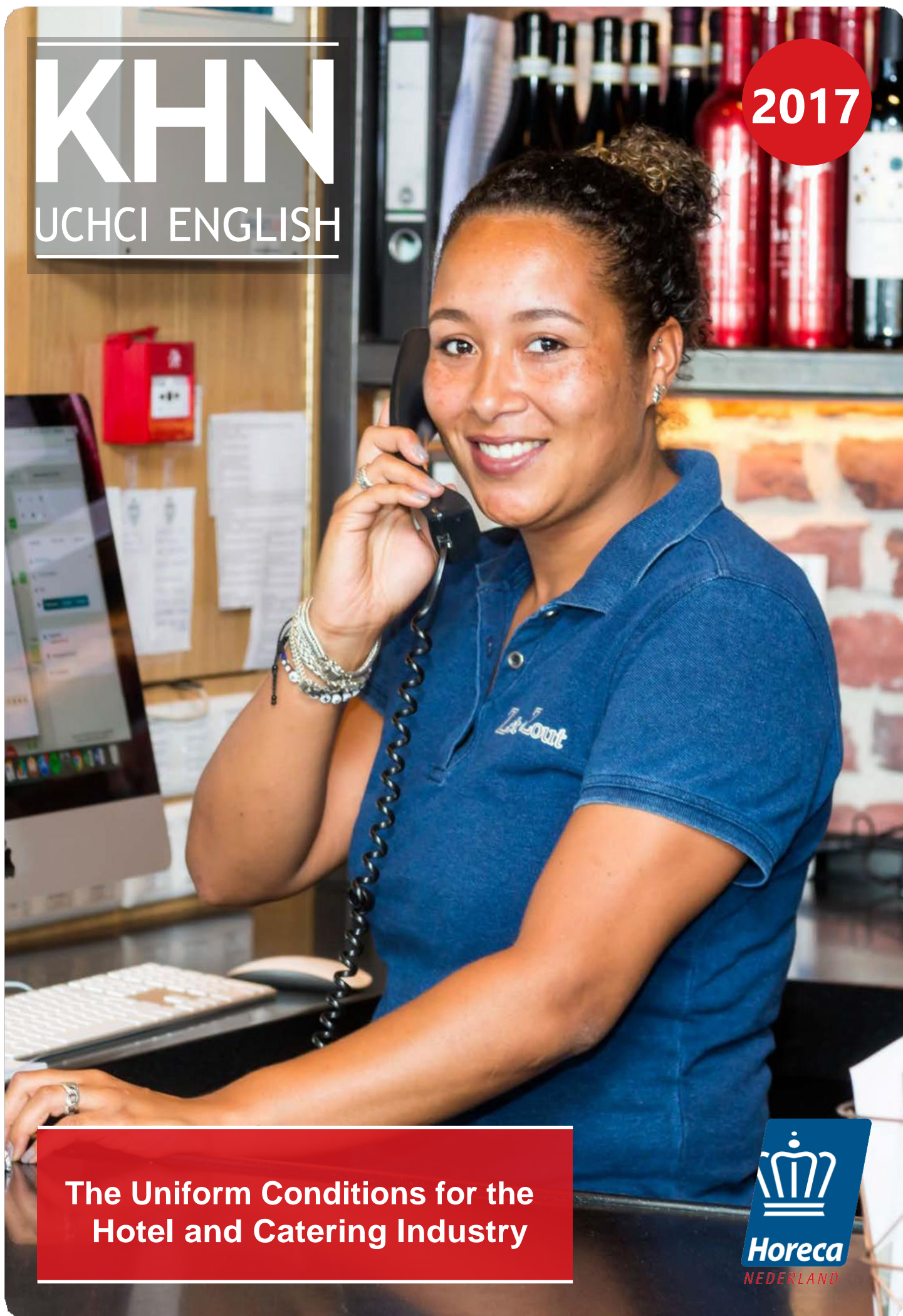


# KHN

UCHCI ENGLISH

2017



**The Uniform Conditions for the  
Hotel and Catering Industry**



The UVH were originally prepared in the Dutch language. In case of disputes regarding the interpretation of an article, the Dutch text of the UVH shall be decisive.

The Uniform Conditions for the Hotel and Catering Industry (UCHCI) are the terms and conditions on the basis of which hospitality businesses in the Netherlands, e.g. hotels, restaurants, cafes and related businesses (including catering businesses, party service businesses and the like) provide hospitality services and conclude hospitality agreements. The UCHCI were filed with the Chamber of Commerce in Woerden and registered there under number 40482082.

## Article 1 Definitions

For the purpose of the UCHCI and in the offers and agreements to which the UCHCI are applicable the following words are each time understood as follows:

- 1.1 **Hospitality business**  
The natural or legal person or company that carries on a business engaged in the provision of hospitality services.
- 1.2 **Host**  
The person who represents a hospitality business upon the conclusion and implementation of hospitality agreements.
- 1.3 **Provision of hospitality service(s)**  
The provision by a hospitality business of accommodation and/or food and/or beverages and/or the availability of (meeting) space and/or premises, all with the thereto-pertaining activities and services, and all in the broadest sense of the word.
- 1.4 **Customer**  
The natural or legal person or company that concluded a hospitality agreement with a hospitality business.
- 1.5 **Guest**  
The natural person(s) to whom one or more hospitality services must be provided in pursuance of a hospitality agreement concluded with the customer. Where the UCHCI refer to guest or customer this is understood as both guest and customer, unless the content of the provision and its scope necessarily imply that only one of both can be meant.
- 1.6 **Hospitality agreement**  
An agreement between a hospitality business and a customer regarding one or more hospitality services to be provided by the hospitality business at a price payable by the customer. Instead of the term hospitality agreement the term reservation is occasionally used.
- 1.7 **Reservation value**  
The value of the hospitality agreement that equals the total expected turnover of the hospitality business, including potential tourist tax and VAT, regarding a hospitality agreement concluded with a customer, which expectation is based on the average numbers applicable within the relevant hospitality business.
- 1.8 **Royal Association of Businesses in the Catering and Related Industry**  
The Royal Association of Businesses in the Catering and Related Industry "Hospitality Netherlands" and/or its potential legal successor.
- 1.9 **No-show**  
A guest not making use of the hospitality service to be provided in pursuance of a hospitality agreement without cancellation.

- 1.10 **Group**  
A group of 10 or more guests to whom hospitality services must be provided in pursuance of one or more hospitality agreements to be qualified as a coherent whole.
- 1.11 **Individual**  
Each and every person, falling under guest or customer, who is not part of a group according to the aforementioned definition.
- 1.12 **Corkage and food charge**  
The amount payable for the consumption of beverages and/or food in the premises of a hospitality business that were not supplied by the hospitality business.
- 1.13 **Cancellation**  
The communication in written form by the customer to the hospitality business that one or more stipulated hospitality services shall not be used, either in full or in part, or the communication in written form by the hospitality business to the customer that one or more of the stipulated hospitality services shall not be provided, either in full or in part.
- 1.14 **Turnover guarantee**  
A written declaration of the customer that with regard to one or more hospitality agreements the hospitality business shall at least realise a certain amount of turnover.

## **Article 2 Applicability**

- 2.1 The UCHCI are applicable, with the exclusion of any and all other general terms and conditions, to the conclusion and the content of any and all hospitality agreements as also to any and all offers regarding the conclusion of the said hospitality agreements. If other general terms and conditions are nonetheless applicable then the UCHCI shall prevail in case of a discrepancy.
- 2.2 It is only possible to deviate from the UCHCI in writing and on a case by case basis.
- 2.3 The UCHCI also extend to the benefit of any and all natural and legal persons that the hospitality business relies on or relied on upon the conclusion and/or the implementation of a hospitality agreement or upon the exploitation of the hospitality business.

## **Article 3 Conclusion of hospitality agreements**

- 3.1 A hospitality business may always, for any reason whatsoever, reject the conclusion of a hospitality agreement, unless this kind of rejection exclusively takes place on one or more grounds that are qualified as discrimination in section 429 quater of the Dutch Criminal Code.
- 3.2 Any and all offers made by a hospitality business regarding the conclusion of a hospitality agreement are subject to contract and the proviso "whilst stocks (and/or capacity) last". If the hospitality business relies on the aforementioned proviso within a reasonable period of time after acceptance by the customer then the intended hospitality agreement is deemed not to have been concluded.
- 3.3 A hospitality agreement concluded for a guest (guests) by intermediaries (shipbrokers, travel agencies, online travel agents and other hospitality businesses and the like), whether or not in the name of their business relation(s), are deemed to also have been concluded at the risk and expense of the said intermediaries. The hospitality business is not liable to pay a commission or bonus, by any name whatsoever, unless expressly stipulated otherwise in writing. The guest (guests) and the intermediary (intermediaries) are jointly and severally liable for the payment of the amount due.

## Article 4 Option right

- 4.1 An option right is the right of a customer to unilaterally conclude the hospitality agreement through the mere acceptance of a valid offer of the hospitality business.
- 4.2 An option right can only be granted in writing. An option right can be stipulated for a fixed or an open term. The option right expires if the holder of the option states not to rely on the option right or if the fixed term has expired without the holder of the option stating to rely on the option right.
- 4.3 An option right cannot be revoked by the hospitality business, unless another potential customer makes an offer to the hospitality business to conclude a hospitality agreement regarding the total or a part of the hospitality services included in the option. The holder of the option must, as the occasion arises, be informed of the said offer by the hospitality business after which the holder of the option must state within a time limit to be imposed by the hospitality business whether or not the holder of the option intends to rely on the option right. If the holder of the option does not state within the imposed time limit to rely on the option right then the option right expires.

## Article 5 General rights and obligations of the hospitality business

- 5.1 Pursuant to the hospitality agreement the hospitality business is, without prejudice to the provisions set forth in the following articles, held to provide the stipulated hospitality services at the stipulated times in the manner common for the said hospitality business.
- 5.2 The hospitality business is authorised to always, without taking a notice period into account, terminate the provision of hospitality services to a guest if the guest acts in breach of the internal rules and/or the rules of conduct or otherwise acts in such manner that the order and the rest within the hospitality business and/or the normal exploitation thereof are disrupted. As the occasion arises the guest must on demand leave the hospitality business. If the customer otherwise fails to fully comply with his obligations vested in the same vis-à-vis the hospitality business on any account whatsoever then the hospitality business is entitled to suspend the provision of services. The hospitality business can only exercise the present authorities if the nature and the seriousness of the violations committed by the guest give, at the reasonable discretion of the hospitality business, sufficient cause to the same.
- 5.3 After consultation with the competent local authorities the hospitality business shall be authorised to rescind the hospitality agreement extrajudicially on account of well-founded fear for disruption of the public order. If the hospitality business relies on this authority then the hospitality business shall not be liable to pay any compensation to the customer.
- 5.4 The hospitality business is not held to take receipt of and/or retain any good of the guest. The above implies that the hospitality business shall not be responsible and/or liable for damage to or loss or theft of any good of the guest that the hospitality business rejected to take receipt of and/or retain.
- 5.5 If the hospitality business charges an amount to the guest for taking receipt of and/or retaining goods then the hospitality business must supervise the said goods as befits a good pater familias, without prejudice to the provisions set forth in article 12.
- 5.6 The hospitality business is not held to permit any pet of the guest access and may impose conditions on the permission. The statutory provisions, including the relevant exceptions, are applicable to the permission for guide dogs.

## Article 6 General obligations of the guest

- 6.1 The guest is held to comply with the internal rules and the rules of conduct applicable within the hospitality business and to follow the reasonable instructions of the hospitality business. The hospitality business must

communicate the internal rules and the rules of conduct in a clearly visible manner or provide the same in writing. Reasonable instructions can be given orally.

- 6.2 The guest is held to lend cooperation in reasonable requests of the hospitality business within the framework of its statutory duties regarding, inter alia, safety, identification, food safety / hygiene and limitation of nuisance.

#### **Article 7 Reservations**

- 7.1 If the guest has not arrived within half an hour after the reserved time then the hospitality business can consider the reservation to have been cancelled, without prejudice to the provisions set forth in article 9.
- 7.2 The hospitality business can impose conditions on the reservation.

#### **Article 8 Hospitality service consisting of the provision of accommodation and/or the availability of (meeting) space and/or premises**

- 8.1 In case of accommodation the hospitality business communicates in advance at what time the accommodation is made available to the guest and before what time the guest must have checked out.
- 8.2 Unless stipulated otherwise, the hospitality business is entitled to consider the reservation for accommodation to have been cancelled if the guest did not present himself on the first reserved day at 18:00 o'clock or if the guest did not indicate to arrive at a later time in a timely fashion and the hospitality business did not object to this. The above applies without prejudice to the provisions set forth in article 9.
- 8.3 The hospitality business is entitled to require of the guest that the latter accepts a different, similar accommodation or (meeting) space and/or premises than would need to be made available according to the hospitality agreement. The guest can reject the said alternative. In the latter instance the guest is entitled to terminate the hospitality agreement to which the said request of the hospitality business is related with immediate effect, without prejudice to his obligations on account of other hospitality agreements.

#### **Article 9 Cancellations**

##### **9.1 Cancellation by customers, general**

- 9.1.1 The customer is authorised to cancel a hospitality agreement upon payment of the cancellation costs. If the customer does not arrive within half an hour after the stipulated time then the customer is deemed to have cancelled and he shall then be liable to pay the cancellation costs. If the customer yet arrives after half an hour (or later) after the stipulated time then the hospitality business can rely on the said payable cancellation costs or yet implement the hospitality agreement and require full compliance by the customer in connection therewith.
- 9.1.2 At the latest one month before the first hospitality service must be provided in pursuance of the relevant hospitality agreement the hospitality business can inform the customer that certain individuals together are qualified as a group. Any and all group provisions are then applicable to the said persons.
- 9.1.3 The provisions set forth in articles 13.1 and 14.4 are also applicable to cancellations.
- 9.1.4 In case of a no-show the customer is in all instances held to pay the reservation value.
- 9.1.5 If not all stipulated hospitality services are cancelled then the following provisions are applicable pro rata to the cancelled hospitality services.
- 9.2 Cancellation of a hospitality service comprising the provision of accommodation

## 9.2.1 Individuals

If a reservation for accommodation alone, whether or not with breakfast included, was made for one or more individuals then in case of cancellation of the said reservation the following percentages of the reservation value are applicable that must be paid to the hospitality business by the customer (unless stipulated otherwise in writing):

In case of cancellation:

More than 1 month before the start date	0%
More than 14 days before the start date	15%
More than 7 days before the start date	35%
More than 3 days before the start date	60%
More than 24 hours before the start date	85%
24 hours or less before the start date	100%

## 9.2.2 Groups

If a reservation for accommodation alone, whether or not with breakfast included, was made for a group then in case of cancellation of the said reservation the following applies (unless stipulated otherwise in writing).

In case of cancellation before the time that according to the hospitality agreement the first hospitality service shall need to be provided, hereinafter referred to as: the “start date”, the customer is held to pay the following percentages of the reservation value to the hospitality business in case of cancellation:

More than 3 months before the start date	0%
More than 2 months before the start date	15%
More than 1 month before the start date	35%
More than 14 days before the start date	60%
More than 7 days before the start date	85%
7 days or less before the start date	100%

## 9.3 Cancellation of a hospitality service comprising the provision of food and/or beverages

### 9.3.1 Groups

If a reservation for a hospitality service comprising the provision of food and/or beverages alone was made (table reservation) for a group then the following percentages of the reservation value apply in case of cancellation that the customer must pay to the hospitality business:

1. If a menu was agreed on:

More than 14 days before the reserved time	0%
14 days or less but more than 7 days before the reserved time	25%
7 days or less before the reserved time	50%
3 days or less before the reserved time	75%

2. If a menu was not agreed on

More than 48 hours before the reserved time	0%
48 hours or less before the reserved time	50%

## 9.4 Cancellation of other hospitality agreements

9.4.1 For cancellations of any and all reservations that do not fall under articles 9.2 and 9.3 the following percentages of the reservation value apply in case of cancellation that must be paid by the customer to the hospitality business:

9.4.2 If a reservation was made for a group then the following applies to cancellation of the said reservation:

More than 6 months before the reserved time	0%
More than 3 months before the reserved time	10%
More than 2 months before the reserved time	15%
More than 1 month before the reserved time	35%
More than 14 days before the reserved time	60%
More than 7 days before the reserved time	85%
7 days or less before the reserved time	100%

9.4.3 If a reservation was made for one or more individuals then the following applies to cancellation of the said reservation:

More than 1 month before the reserved time	0%
More than 14 days before the reserved time	15%
More than 7 days before the reserved time	35%
More than 3 before the reserved time	60%
More than 24 hours before the reserved time	85%
24 hours or less before the reserved time	100%

9.5 Cancellation by the hospitality business

9.5.1 In consideration of the following the hospitality business is authorised to cancel a hospitality agreement, unless stipulated otherwise.

9.5.2 If the hospitality business cancels a hospitality service comprising the provision of food and beverages then articles 9.1.1 and 9.3.1 are equally applicable where customer is to be read as hospitality business.

9.5.3 If the hospitality business cancels a hospitality agreement other than intended in article 9.5.2 then articles 9.1.1 and 9.2.2 are equally applicable where customer is to be read as hospitality business.

9.5.4 The hospitality business is always authorised to cancel a hospitality agreement without payment of the aforementioned amounts if there are sufficient indications that the meeting to be held at the hospitality business in pursuance of the hospitality agreement is of such different nature than could be expected on the basis of the information supplied by the customer or on the basis of the capacity of the customer or guests that the hospitality business would not have concluded the agreement had it been informed of the actual nature of the meeting. If the hospitality business relies on this authority after the relevant meeting has already started then the customer is held to pay the hospitality services enjoyed thus far, however the payment obligation in respect of the remainder expires. The fee for enjoyed hospitality services is, as the occasion arises, calculated in a time proportionate manner.

9.5.5 The hospitality business is authorised to, instead of exercising its authority as intended in article 9.5.4, impose further requirements on the course of the relevant meeting. If there are sufficient indications that these requirements are not (shall not be) complied with then the hospitality business is yet entitled to exercise the authority as intended in article 9.5.4.

9.5.6 If and to the extent that the hospitality business also acts as tour operator within the meaning of the law then the following applies with regard to travel agreements within the meaning of the law. The hospitality business can change the travel agreement on an essential point on account of compelling circumstances that are forthwith communicated to the traveller. The hospitality business can also change the travel agreement other than on an essential point on account of compelling circumstances that are forthwith communicated to the traveller.

Up to twenty days before the start of the trip the hospitality business can increase the travel sum in connection with changes in the transport costs, including the fuel charges, the payable duties or the applicable exchange rates. If the traveller rejects a change as intended above then the hospitality business can terminate the travel agreement.

## Article 10 Security deposit and interim payment

- 10.1 The hospitality business may require of the customer that he pays a security deposit to the hospitality business. Received security deposits are administered properly, exclusively serve as security for the hospitality business and are expressly not qualified as already realised turnover. By way of additional security of the hospitality business it may require of the customer that cooperation is lend in the supply of the required data, including the creation of a print or copy of the credit card of the customer, in order to secure the security deposit and the possibility of securing the levy of execution against the same as much as possible.
- 10.2 The hospitality business can always require interim payment for already provided hospitality services.
- 10.3 The hospitality business can recover everything that the customer is liable to pay to the same on any account whatsoever from the amount that was deposited in pursuance of the above provisions. The surplus must forthwith be repaid to the customer by the hospitality business.

## Article 11 Turnover guarantee

If a turnover guarantee was issued then the customer is held to in connection with the relevant hospitality agreement(s) at least pay the hospitality business the amount determined in the turnover guarantee.

## Article 12 Liability of the hospitality business

- 12.1 The hospitality business shall be liable vis-à-vis the guest for damages that are the result of a failure of the hospitality business to comply with the agreement, unless the said failure cannot be blamed on the hospitality business or to persons on whose assistance the hospitality business relies during the implementation of the agreement.
- 12.2 Without prejudice to the provisions set forth in article 5.5 the hospitality business shall not be liable for damage to or loss of goods that were taken to the hospitality business by a guest who is staying there. The customer indemnifies the hospitality business against claims of guests in connection therewith. The provisions set forth here are not applicable to the extent that the damage or the loss can be blamed on intent or gross negligence of the hospitality business.
- 12.3 The hospitality business shall not be liable for damage caused to or with vehicles of the guest barring if and to the extent that the damage is the direct result of intent or gross negligence of the hospitality business.
- 12.4 The hospitality business shall not be liable for damage, directly or indirectly, caused to whomever or whatever as a direct or indirect result of a defect or capacity or circumstance of, in or at a movable or immovable property of which the hospitality business is the holder, lessee, leaseholder or owner or that is otherwise available to the hospitality business, barring if and to the extent that the damage is the direct result of intent or gross negligence of the hospitality business.
- 12.5 Liability of the hospitality business is limited to the amount that can within reason be insured.
- 12.6 If damage is caused to goods retained for the guest for which a fee as intended in article 5.5 is paid then the hospitality business is liable to pay compensation for these goods resulting from damage or loss. Compensation shall not be payable in connection with other goods present in the goods presented for safekeeping.
- 12.7 If the hospitality business takes receipt of goods or if goods are, in any way whatsoever, deposited, kept and/or



left by someone wherever, without the hospitality business stipulating a fee for the same, then the hospitality business shall not be liable for damage to or in connection with the said goods, caused in any way whatsoever, unless the hospitality business intentionally inflicted the said damage or if the damage is the result of intent or gross negligence of the hospitality business. In all instances it applies that the hospitality business cannot be held to pay compensation for damage to goods that are present in goods that are deposited, kept and/or left, regardless of the fact whether or not the hospitality business stipulates a fee for this.

#### **Article 13 Liability of the guest and/or customer**

- 13.1 The customer and the guest and those accompanying the same are jointly and severally liable for any and all damages that are and/or shall be inflicted on the hospitality business and/or a third party as a direct or indirect result of an imputable failure to comply and/or an unlawful act, including a violation of the internal rules, committed by the customer and/or the guest and/or those accompanying the same as also for damages that are inflicted by an animal and/or a good of which they are the holder or that falls under their supervision.

#### **Article 14 Settlement and payment**

- 14.1 The customer is liable to pay the price stipulated in the hospitality agreement. The prices are mentioned on lists that are placed by the hospitality business at a location visible to the guest or were included in a list that is, if need be as requested, presented to the customer or accessible to the customer via digital sources. A list is deemed to have been placed in a manner visible to the customer if it is visible in the commonly accessible areas of the hospitality business.
- 14.2 The hospitality business can charge an additional fee for special services, e.g. the use of a cloakroom, garage, safe-deposit box, laundry or dry cleaning, telephone, internet, Wi-Fi, room service, TV rental, and the like.
- 14.3 Any and all invoices, also including invoices regarding cancellation or no-show, are payable by the customer at the moment that they are presented to the same. The customer must provide for payment in cash or payment by bank or giro, unless stipulated otherwise.
- 14.4 The guest and the customer are jointly and severally liable for any and all amounts that one of them or both of them are liable to pay to the hospitality business on any account whatsoever. Hospitality agreements are, barring a provision to the contrary, deemed to also have been concluded on behalf of each and every guest. By showing up the guest confirms that the customer was authorised to represent the same upon the conclusion of the relevant hospitality agreement.
- 14.5 As long as the customer has not complied with all his obligations vis-à-vis the hospitality business in full the hospitality business shall be entitled to take possession of and keep any and all goods that the customer brought along to the hospitality business until the customer has complied, to the satisfaction of the hospitality business, with all his obligations vis-à-vis the hospitality business. Apart from a right of retention the hospitality business is, as the occasion arises, entitled to a right of pledge on the relevant goods.
- 14.6 If payment other than in cash was stipulated then any and all invoices, for any amount whatsoever, must be paid to the hospitality business by the customer within fourteen days after the date of the invoice. If an invoice is sent then the hospitality business is always authorised to charge a late payment surcharge of 2%, which expires if the customer pays the invoice within fourteen days.
- 14.7 If and to the extent that timely payment fails to materialise the customer shall be in default without any notice of default being required. Only if the customer is a natural person (consumer) shall the hospitality business send a once-only notice of default if payment fails to materialise with a time limit of at least 14 days to yet make the payment.
- 14.8 If the customer is in default then the customer must compensate the hospitality business for any and all costs associated with the collection. The extrajudicial collection costs are charged in accordance with the law.

- 14.9 If the hospitality business has goods in its possession as intended in article 14.5 and the customer whose goods the hospitality business has in its possession has been in default for a period of three months then the hospitality business is entitled to sell the goods publicly or privately and to recover its costs from the proceeds. The costs associated with the sale are also at the expense of the customer and the hospitality business can also recover these from the proceeds. The amount that remains after the recovery by the hospitality business is paid to the customer.
- 14.10 Each and every payment shall, regardless of any note or comment made with the said payment by the customer, be applied to the debt of the customer to the hospitality business in the following order:
- the costs of execution
  - the judicial and extrajudicial collection costs
  - the interest
  - the damages
  - the principal sum
- 14.11 Payment takes place in euros. If the hospitality business accepts foreign means of payment then the market rate applicable at the time of payment applies. In this respect the hospitality business can charge an amount on account of administration costs that corresponds with a maximum of 10% of the amount that is offered in foreign currency. The hospitality business can accomplish this by revising the market rate by a maximum of 10%.
- 14.12 The hospitality business is never held to accept means of payment other than cash and can impose conditions on the acceptance of these kinds of other means of payment.

## Article 15 Force majeure

- 15.1 Each and every foreseen or unforeseen, foreseeable or unforeseeable, circumstance that hinders the implementation of the hospitality agreement by the hospitality business such that the implementation of the hospitality agreement becomes impossible or burdensome shall be qualified as force majeure on the part of the hospitality business that implies that a potential thus occurring shortcoming of the hospitality business cannot be blamed on the same.
- 15.2 If one of the parties to a hospitality agreement is unable to comply with an obligation by virtue of the said hospitality agreement then this party is held to forthwith inform the other party accordingly.

## Article 16 Found objects

- 16.1 Objects lost or left behind in the building and appurtenances of the hospitality business that are found by the guest must forthwith be presented to the hospitality business.
- 16.2 The hospitality business acquires the title of objects of which the rightful owner did not report to the hospitality business within one year after presentation of the same to the hospitality business.
- 16.3 If the hospitality business sends objects left behind by the guest to the guest then this shall take place entirely at the risk and expense of the guest. The hospitality business shall never be held to proceed with despatch.

## Article 17 Corkage and food charge

- 17.1 The hospitality business can prohibit the guest from consuming personal food and/or beverages at the hospitality business, including the terrace. If the hospitality business permits the consumption of personal food and/or beverages then the hospitality business may impose conditions on the said permission, including the charging of corkage and/or a food charge.

- 17.2 The amounts as intended in article 17.1 are stipulated in advance or are, failing prior agreement, within reason established by the hospitality business.

#### **Article 18 Applicable law and disputes**

- 18.1 Dutch law is exclusively applicable to hospitality agreements.
- 18.2 In case of disputes between the hospitality business and a customer (not being a natural person who does not act within the performance of a business or profession) the competent court in the place of establishment of the hospitality business is exclusively competent, unless mandatory statutory provisions designate a different competent court and without prejudice to the authority of the hospitality business to have the dispute settled by the court that would have been competent failing this clause.
- 18.3 Any and all claims of the customer expire after a period of one year has lapsed since they arose.
- 18.4 The invalidity of one or more of the provisions of these general terms and conditions shall not affect the validity of all other provisions. If a provision of these general terms and conditions appears to be invalid, for any reason whatsoever, then the parties are deemed to have stipulated a valid alternative provision that best approaches the scope and application of the invalid provision.

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