

Reservation Conditions.

CHAPTER 1: Definitions

1. Principal

The physical or legal person who commissions Hotel Contact to draw up a Hotel/Catering Contract.

2. Client

The physical or legal person who concludes an Arrangement Contract with Hotel Contact.

3. Customer

The physical or legal person who has concluded a Hotel/Catering Contract with a Hotel/Catering Establishment.

4. Guest

The physical person and/or the person(s) accompanying him, for whom hotel/catering services are to be provided under a Hotel/Catering Contract concluded with the customer. Where the terms "guest" or "customer" are mentioned, both guest and customer are intended unless from the content of the stipulation and its purport it necessarily follows that only one of them is intended.

5. Arrangement Contract

A contract (individual or group) between client and Hotel Contact concerning hotel arrangements, as mentioned in Hotel Contact's brochure Vrije Tijd ('Leisure Time') or as mentioned in the group contract.

6. Individual Arrangement Contract

An Arrangement Contract as described in paragraph 5 for a maximum of 10 hotel rooms.

7. Group Contract

An Arrangement Contract as described in paragraph 5 for more than 10 hotel rooms.

8. Contact Contract

A contract between Principal and Hotel Contact, whereby the Principal commissions Hotel Contact to conclude a Hotel/Catering Contract between the Principal and a Hotel/Catering Establishment and to assist in the execution of the Hotel/Catering Contract.

9. Hotel/Catering Contract

A contract between a Hotel/Catering Establishment and a customer pertaining to one or more Hotel/Catering services to be provided by the Hotel/Catering Establishment for the benefit of that customer and/or one or more guests for a price to be paid by the customer. Sometimes the term "reservation" is used instead of Hotel/Catering Contract.

10. Group

A group of 10 or more people for whom one or more Hotel/Catering services must be provided under one or more Hotel/Catering Contracts to be considered as interrelated.

11. Individual(s)

Any person, and any group of persons, who does not come within the aforementioned definition of group.

12. Cost of Stay

The amount for the arrangement (excluding reservation charges and any cancellation service costs) as mentioned in Hotel Contact's brochure Vrije Tijd ('Leisure Time') or as mentioned in the group contract.

13. Reservation Charges

The charges due to Hotel Contact by the client for any reservations made, as mentioned in Hotel Contact's brochure Vrije Tijd ('Leisure Time') or as mentioned in the group contract.

14. Reservation Value (the value of the Hotel/Catering Contract)

The total turnover expected by the Hotel/Catering Establishment including service charges, tourist tax

and VAT in relation to a Hotel/Catering Contract concluded with a customer, that expectation being based on the averages current within that Hotel/Catering Establishment.

15. Cancellation

The information communicated in writing by the Principal or the Client to Hotel Contact stating that one or more contracted Hotel/Catering services or that use will not, or only partly, be made of the Arrangement Contract, or the information communicated in writing by Hotel Contact to the Principal or the Client stating that one or more contracted Hotel/Catering services will not be provided, or only in part.

16. Cancellation Service Contract

A contract concluded in connection with an Arrangement Contract as specified in Article 4.

17. Cancellation Service Charges

The charges due to Hotel Contact by the Client for the conclusion of a Cancellation Service Contract, as specified in Article 4.

18. No-show

A Hotel/Catering service to be provided under a Hotel/Catering Contract not used by a guest, without cancellation.

19. Arrival Date

The date of the first day of the contracted arrangement under the Arrangement Contract concluded.

20. Arrangement Confirmation

The written document with which Hotel Contact confirms the reservation (and Arrangement Contract) made by the client, including the invoice destined for the Client.

21. Hotel/Catering Establishment

The physical or legal person conducting a business for the provision of Hotel/Catering services, and who is a member of Horeca Nederland.

22. Host

The person who represents a Hotel/Catering Establishment in concluding and executing Hotel/Catering Contracts.

23. Hotel/Catering Service

The provision by a Hotel/Catering Establishment of lodging and/or food and/or drink and/or halls and/or grounds, everything with all the activities and services appropriate thereto, and all in the widest sense of the word.

24. Hotel Business

The Hotel/Catering Establishment whereby the provision of Hotel/Catering services consists mainly or exclusively of the provision of lodgings.

25. Restaurant Business

The Hotel/Catering Establishment whereby the provision of Hotel/Catering services consists mainly or exclusively of the provision of food and accompanying drink.

26. Café Business

The Hotel/Catering Establishment whereby the provision of Hotel/Catering services consists mainly or exclusively of the provision of drink.

27. Room-Hire Business

The Hotel/Catering Establishment whereby the provision of Hotel/Catering services consists mainly or exclusively of the provision of rooms (halls).

28. Goods

All goods, including funds, money and monetary instruments.

29. 'Cork Money'

The amount due for drink consumed in the rooms of a Hotel/Catering Establishment and not provided by the Hotel/Catering Establishment.

30. 'Kitchen Money'

The amount due for food consumed in the rooms of a Hotel/Catering Establishment and not provided by the Hotel/Catering Establishment.

31. Turnover Guarantee

A written declaration by the customer that a certain minimum amount of turnover will be made in relation to one or more Hotel/Catering Contracts. The customer is obliged to pay at least this amount to the Hotel/Catering Establishment, regardless of whether the turnover has in fact been made by the Hotel/Catering Establishment.

CHAPTER 2: Application of General Conditions

Article 2

1. These General Conditions apply to all Arrangement Contracts and Contact Contracts concluded between Hotel Contact and a Principal and/or a Client.

CHAPTER 3: Arrangement Contract

A. Individual Contract

Article 3: Date when Individual Contract comes into force

1. The individual contract between Hotel Contact and the Client(s) comes into force when Hotel Contact sends confirmation of the Client's order to the Client.

Article 4 - Cancellation Service Contract

1. The Client may conclude a Cancellation Service Contract at the same time as the individual contract.
2. The Cancellation Service Contract may only be concluded for individual contracts.
3. The Cancellation Service Contract is only valid if the total cost of stay, including the cancellation service charges, is entered on the account of Hotel Contact mentioned on the invoice
4. The Cancellation Service Charges amount to 4% of the total cost of stay.

Article 5 - Cancellation of an Individual Contract by the Client without Cancellation Service Contract

1. The Client without a Cancellation Service Contract is at all times entitled to cancel the individual contract in writing.
2. If the Client cancels the individual contract 56 days or more before the arrival date, the Client is liable for the reservation charges. Hotel Contact is obliged to reimburse the Client for the cost of stay already paid.
3. If the Client cancels the individual contract less than 56 days before the arrival date, the Client is liable for the entire cost of stay in addition to the reservation charges.

Article 6 - Cancellation of an Individual Contract by the Client with Cancellation Service Contract

1. The Client with a Cancellation Service Contract is at all times entitled to cancel the individual contract in writing. In this case, the Client is liable for the cancellation service charges already paid.

Article 7 - Payment for Individual Contract

1. Without prejudice to Article 4, para. 3, the total cost of stay and the reservation charges must be entered into the account of Hotel Contact mentioned on the invoice 28 days at the latest before arrival.
2. If the Individual Contract is concluded within 28 days of arrival, the total cost of stay plus reservation charges must, without prejudice to Article 4, para. 3, be entered within 7 days after the invoice date into

the account of Hotel Contact mentioned on the invoice.

3. If the Individual Contract is concluded within 7 days of arrival, the total cost of stay plus reservation charges must, without prejudice to Article 4, para. 3, be entered within 7 days after the invoice date into the account of Hotel Contact mentioned on the invoice per person [ommegaand?].

B. Group Contract

Article 8 - Date when Group Contract comes into force

1. The individual contract between Hotel Contact and the Client(s) comes into force when the Group Contract is signed by the Client.

2. The stipulations of these General Conditions apply thereto, unless the Group Contract stipulates otherwise.

Article 9 - Cancellation of Group Contract by Client

The Group Contract may be cancelled in accordance with the stipulations pertaining thereto in the Group Contract.

Article 10 - Payment for Group Contract

1. The total cost of stay and the reservation charges must be entered into the account of Hotel Contact mentioned on the invoice 28 days at the latest before arrival. The invoice will be sent to the Client.

2. If the Individual Contract is concluded within 28 days of arrival, the total cost of stay plus reservation charges must be entered within 7 days after the invoice date into the account of Hotel Contact mentioned on the invoice. The invoice will be sent to the Client.

C. Other stipulations in the Arrangement Contract

Article 11 - Amendments to the Arrangement Contract and cancellation of Arrangement Contract by Hotel Contact

1. Hotel Contact have the right to cancel the Arrangement Contract or a part of it because of serious circumstances. The term serious circumstances will be taken to mean: circumstances of such a nature that further adherence by Hotel Contact to this contract cannot reasonably be pursued.

2. In the case of total cancellation, Hotel Contact will offer an alternative (hotel) arrangement within 3 working days after serious circumstances have arisen. If the Client does not wish to avail himself of the alternative offer, the Client must inform Hotel Contact of this in writing within 5 working days. In that case, the Arrangement Contract will be dissolved and Hotel Contact will reimburse the Client for the cost of stay already paid, less the reservation charges in the case of an Individual Contract. In the case of a partial cancellation, Hotel Contact will offer an alternative if possible. If no alternative is possible or if the Client does not wish to avail himself of the alternative, Hotel Contact will reimburse the Client with a proportionate amount of the cost of stay already paid.

Article 12 - Obligations of Hotel Contact

1. Hotel Contact undertake to provide accommodation for the Client in accordance with the quality and expectations that the Client might reasonably have on the basis of the published details and other given information thereon.

2. If the (hotel) arrangement does not fulfil the expectations described in para. 1, the Client must inform the accommodation thereof directly. If no satisfactory solution is found, the Client must inform Hotel Contact thereof in writing within 7 days, in default of which no claim from the Client will be entertained.

3. If the (hotel) arrangement does not fulfil the expectations described in para. 1 and the Client has informed Hotel Contact thereof in accordance with para. 2, Hotel Contact shall be obliged to compensate for the damage deriving therefrom up to a maximum amount as specified in Article 14, unless the damage is the consequence of one of the circumstances mentioned in Article 13.

Article 13 - Compensation

1. Hotel Contact are in no way liable to pay compensation for failure to fulfil their obligations if that failure is not the fault of Hotel Contact, nor of the person whose assistance Hotel Contact have engaged in the execution of the Arrangement Contract.
2. The failure mentioned in para. 1 cannot in any case be blamed on Hotel Contact, nor on the person whose assistance Hotel Contact have engaged in the execution of the Arrangement Contract, if:
 - a) the failure in executing the Arrangement Contract is the fault of the Client, or
 - b) the failure in executing the Arrangement Contract was unpredictable or unavoidable and this failure was the fault of a third party who was not involved in the provision of the services included in the (hotel) arrangement, or
 - c) the failure in executing the Arrangement Contract is the result of force majeure. The term force majeure in these General Conditions will be taken to mean: abnormal and unpredictable circumstances independent of the will of the person invoking it and of which the consequences could not be avoided in spite of all precautionary measures taken, or an event that could not be foreseen or remedied by Hotel Contact or the person whose assistance Hotel Contact have engaged in the execution of the Arrangement Contract, with due observance of all possible precautions.

Article 14 - Exclusions and limitations on the liability of Hotel Contact

1. If Hotel Contact is liable for damages suffered by the Client on the grounds of one of the stipulations in these General Conditions, that liability is limited or excluded in accordance with the international treaties in force on this matter, without prejudice to the stipulations of the following paragraphs.
2. Hotel Contact is not liable for damages for which a claim can be made under a travel or cancellation insurance policy.
3. If Hotel Contact is liable for deprivation of enjoyment during the stay, compensation shall not exceed the cost of the stay itself.
4. If Hotel Contact is liable for damages other than as described in para. 3, such damages shall not exceed three times the cost of stay, unless it is a matter of malice or serious misconduct on the part of Hotel Contact.

CHAPTER 4 - Contact Contract

Article 15 - Date when Contact Contract comes into force

1. The Contact Contract between Hotel Contact and the Principal comes into force when Hotel Contact accepts the task of concluding a Hotel/Catering Contract between the Principal and a Hotel/Catering Establishment.
2. The Principal will engage Hotel Contact to do this either verbally or in writing.
3. Hotel Contact will send confirmation of the reservation under this engagement.

Article 16 - Termination of Contact Contract

1. The Contact Contract ends when the catering/hotel contract between the Principal and a catering/hotel business arranged by Hotel Contact has been completed, or when such contract has been cancelled.

Article 17 - Cancellation by Principal of the catering/hotel contract concluded by Hotel Contact

1. Cancellation by Principal, general

1.1 The Principal is not empowered to cancel a catering/hotel contract concluded through Hotel Contact, unless at the same time he irrevocably offers to pay the amounts specified hereafter. Each cancellation will be considered to include such an offer. Such an offer is considered to have been accepted if Hotel Contact does not immediately reject it. A cancellation must be made in writing and dated. The Principal has not entitlement to make a cancellation verbally. The stipulations in Article 17 are without prejudice to those in other articles.

1.2 Hotel Contact may declare to the Principal that certain individuals shall be considered as a group, at the latest one month before the first Hotel/Catering service is to be effected on the basis of the relevant Hotel/Catering Contract arranged through Hotel Contact. All stipulations for groups shall then apply to such persons.

1.3 When a cancellation is made, the stipulations regarding cancellation of the specific Hotel/Catering service to be provided apply on each occasion the latter is cancelled. In the absence of specific stipulations thereon, other stipulations are applied analogously.

1.4 If, in the following stipulations, it is stated that, when there is a cancellation for a particular period no

obligation exists for the Principal to pay a certain amount of money, then this does not in any way impede the liability of the Principal and/or third parties under common law.

1.5 The stipulations in Article 24 also apply to cancellations.

1.6 In case of no-show, the Principal shall in all cases be obliged to pay the reservation value.

1.7 If not all the contracted Hotel/Catering services are cancelled, the stipulations below apply to the cancelled Hotel/Catering services pro rata.

1.8 If one or more contracted Hotel/Catering services are entirely or partly cancelled, which together comprise 50% or more of the capacity of the Hotel/Catering Establishment, the periods of time in the subsequent articles will be increased by 4 months.

1.9 Money which has become due from Hotel Contact to third parties in relation to the cancelled Hotel/Catering Contract concluded by Hotel Contact at the time of cancellation must be paid in full at all times to Hotel Contact by the Principal, provided Hotel Contact and/or the Hotel/Catering Establishment has not behaved unreasonably by entering into the obligations concerned. The relevant sums apply in reduction of the reservation value described in the subsequent stipulations.

2. Cancellation of hotel accommodation/lodgings

2.1 Groups

When a reservation for hotel accommodation is made for a group, then the following applies with regard to the cancellation of that reservation:

a. With a cancellation made more than 3 months before the time when the first Hotel/Catering service is to be provided under the Hotel/Catering Contract arranged through Hotel Contact (hereafter referred to specifically as "the start date") the Principal is not obliged to pay any compensation to Hotel Contact.

b. With a cancellation made more than 2 months before the start date, the Principal is obliged to pay 15% of the reservation value to Hotel Contact.

c. With a cancellation made more than 1 month before the start date, the Principal is obliged to pay 35% of the reservation value to Hotel Contact.

d. With a cancellation made more than 14 days before the start date, the Principal is obliged to pay 60% of the reservation value to Hotel Contact.

e. With a cancellation made more than 7 days before the start date, the Principal is obliged to pay 85% of the reservation value to Hotel Contact.

f. With a cancellation made less than 7 days before the start date, the Principal is obliged to pay 100% of the reservation value to Hotel Contact.

2.2 Individuals

When a reservation for hotel accommodation is made for one or more individuals, then the following applies with regard to the cancellation of that reservation:

a. With a cancellation made more than 1 month before the start date, the Principal is not obliged to pay anything to Hotel Contact

b. With a cancellation made more than 14 days before the start date, the Principal is obliged to pay 15% of the reservation value to Hotel Contact.

c. With a cancellation made more than 7 days before the start date, the Principal is obliged to pay 35% of the reservation value to Hotel Contact.

d. With a cancellation made more than 3 days before the start date, the Principal is obliged to pay 60% of the reservation value to Hotel Contact.

e. With a cancellation made more 24 hours before the start date, the Principal is obliged to pay 85% of the reservation value to Hotel Contact.

f. With a cancellation made less than 24 hours before the start date, the Principal is obliged to pay 100% of the reservation value to Hotel Contact.

3. Cancellation of restaurant/table reservation

3.1 Groups

When a reservation for a restaurant (table reservation) is made for a group, then the following applies for the cancellation of that reservation:

1. If a menu has been agreed:

a. with a cancellation of more than 14 days before the reserved time, no compensation will be due;

b. with a cancellation of less than 14 days but more than 7 days before the reserved time, the Principal will be liable for 25% of the reservation value;

c. with a cancellation of less than 7 days before the reserved time, the Principal will be liable for 50% of the reservation value;

d. with a cancellation of less than 3 days before the reserved time, the Principal will be liable for 75% of the reservation value.

2. If no menu has been agreed:

a. with a cancellation of more than two times 24 hours before the reserved time;

b. with a cancellation of less than two times 24 hours before the reserved time the Principal will be liable for 50% of the reservation value.

3.2 Individuals

When a reservation for a restaurant (table reservation) is made for one or more individuals, then the

following applies for the cancellation of that reservation:

1. If a menu has been agreed:
 - a. with a cancellation of more than four times 24 hours before the reserved time no compensation will be due;
 - b. with a cancellation of less than four times 24 hours before the reserved time 50% of the reservation value will be due.
2. If no menu has been agreed:
 - a. with a cancellation of more than two times 24 hours before the reserved time no compensation will be due;
 - b. with a cancellation of less than two times 24 hours before the reserved time the Principal will be liable for 50% of the reservation value.

4. Cancellation of Room Hire

- 4.1 When a reservation has been made to provide a guest with a room (hall) for a particular period of time, then the stipulations in the following paragraphs apply with regard to cancellation.
- 4.2 If when that reservation is made a reservation was also made for additional Hotel/Catering services, then the stipulations of the articles relating to those specific services apply to that reservation, with the exception of reservations for drinks and accompanying garnishes, and without prejudice to Article 17, para. 5.
- 4.3 All reservations relating to the hire of rooms (halls) shall be considered as being in connection with a group, unless otherwise specified in writing.
- 4.4 a. With a cancellation of more than 3 months before the time when the first Hotel/Catering service as described in this article is to be provided under the Hotel/Catering Contract concluded by arrangement with Hotel Contact, the Principal is not obliged to pay any compensation to Hotel Contact.
 - b. With a cancellation of more than 2 months before the aforementioned time, the Principal is obliged to pay 60% of the reservation value to Hotel Contact.
 - c. With a cancellation of more than 1 month before the aforementioned time, the Principal is obliged to pay 85% of the reservation value to Hotel Contact.
 - d. With a cancellation of less than 1 month before the aforementioned time, the Principal is obliged to pay 100% of the reservation value to Hotel Contact.

5. Cancellation of all-in Hotel/Catering Contracts

- 5.1 In all cases where - on the basis of one Hotel/Catering Contract concluded by arrangement with Hotel Contact - more than one type of Hotel/Catering service is to be provided, and also for all Hotel/Catering services contracted therewith an all-in price has been agreed, the following shall apply with regard to the cancellation of a reservation included under such a contract:
 - 5.2 With a cancellation of more than 3 months before the time when the first Hotel/Catering service as described in this article is to be provided under the relevant Hotel/Catering Contract concluded by arrangement with Hotel Contact, the Principal is not obliged to pay any compensation to Hotel Contact. With a cancellation of more than 2 months before the aforementioned time, the Principal is obliged to pay 15% of the reservation value to Hotel Contact.
 - With a cancellation of more than 1 month before the aforementioned time, the Principal is obliged to pay 35% of the reservation value to Hotel Contact.
 - With a cancellation of more than 14 days before the aforementioned time, the Principal is obliged to pay 60% of the reservation value to Hotel Contact.
 - With a cancellation of more than 7 days before the aforementioned time, the Principal is obliged to pay 85% of the reservation value to Hotel Contact.
 - With a cancellation of less than 7 days before the aforementioned time, the Principal is obliged to pay 100% of the reservation value to Hotel Contact.

Article 18 - Cancellation by Hotel Contact and/or Hotel/Catering Establishment of Hotel/Catering Contract concluded by Hotel Contact

1. Hotel Contact are, in consideration of the following, entitled to cancel a Hotel/Catering Contract concluded thereby, unless the Principal has let it be known in writing within seven days after conclusion of the Hotel/Catering Contract concerned that he wishes Hotel Contact to renounce that entitlement, provided the Principal has also let it be known unambiguously that he wishes to renounce his own entitlement to cancel.
2. If Hotel Contact cancel a Hotel/Catering Contract concluded thereby for the provision of food and accompanying drink, Articles 17, para. 1.1 and 17, para. 3.2 apply contractually, exchanging Principal and Hotel Contact.
3. If Hotel Contact cancel a Hotel/Catering Contract concluded thereby other than as described in Article 18, para. 2, Articles 17, para. 1.1 and 17, para. 2.2 apply contractually, exchanging Principal and Hotel Contact.

Article 19 - Payment

1. Hotel Contact will send an invoice to the Principal after the Hotel/Catering Contract concluded by arrangement with Hotel Contact has been completed, or cancelled, unless another method of payment has been agreed in writing.
2. The total amount due on the invoice must be entered into the account of Hotel Contact mentioned on the invoice within 30 days of the date thereon, unless otherwise agreed in writing.

Article 20 - Payment of deposit in advance

1. Hotel Contact is entitled to charge the Principal a deposit in advance.
2. Hotel Contact will send an invoice for the deposit, unless otherwise agreed in writing.
3. Article 19, para. 2 applies contractually to advance payments as described in this article.

Article 21 - Exclusions and limitations on Hotel Contact's liability and payment of compensation

1. Hotel Contact is not liable for any damages arising from this and/or from the Hotel/Catering Contract concluded by arrangement with Hotel Contact, unless this is the consequence of malice or serious misconduct by Hotel Contact.
2. If Hotel Contact were subject to any liability, Hotel Contact will never be liable to pay more compensation than:
 - a. the reservation value or, if that is more,
 - b1. the amount to which the liability insurer in this case gives entitlement to claim, or
 - b2. the compensation received from another third party in this connection.

CHAPTER 5: Miscellaneous Stipulations

Article 22 - Dissolution of the Contact Contract and/or Arrangement Contract

1. Hotel Contact is entitled at any time to dissolve the Arrangement Contract and/or Contact Contract if the Client is in default.
2. If Principal or Client:
falls into a state of bankruptcy, obtains a judicial postponement of settlement of debts, or fails in the observance of any part of the law, the Contact Contract, the Hotel/Catering Contract concluded by arrangement with Hotel Contact, the Arrangement Contract, any contract deriving from the Arrangement Contract or these General Conditions,
the Principal or Client shall be in default through that fact alone and Hotel Contact may dissolve the Contact Contract, the Hotel/Catering Contract concluded by arrangement with Hotel Contact and the Arrangement Contract without recourse to law.
3. If the Contact Contract is dissolved on the grounds of paragraph 2 before the Hotel/Catering Contract concluded by arrangement with Hotel Contact has begun, the Principal is liable, by way of compensation, for the amount that the Principal would have had to pay under these General Conditions if the Principal had cancelled the Contact Contract when the Contact Contract was dissolved. If the Principal, in accordance with the stipulations of these General Conditions, has paid a deposit in advance to Hotel Contact, this amount becomes payable to Hotel Contact and applies in reduction of the compensation intended for this.

Article 23 - Consequences of non-payment

1. If the total cost of stay in the case of an Arrangement Contract has not been entered into Hotel Contact's account by the date mentioned in Articles 7 or 10, the Client is in default.
2. If and as soon as the total amount owed in the case of a Contact Contract has not been entered into Hotel Contact's account by the date mentioned in Articles 19 or 20, the Principal is in default.
3. If the Client or Principal is in default on the grounds of paragraphs 1 or 2, Hotel Contact are entitled to dissolve the Contact and/or Arrangement Contract and/or to put the claim for collection into the hands of a third party.
4. If Hotel Contact dissolve the Arrangement Contract, the Client is liable for the reservation charges. Hotel Contact are entitled to put the claim to collect these charges into the hands of a third party.
5. If Hotel Contact hand over collection of a claim to a third party, the Client and/or Principal must pay for all the legal and extra-legal charges in connection therewith. The extra-legal charges for collection come to at least 15% of the principal sum.

Article 24 - Joint and Several Liability

1. Insofar as the Arrangement Contract is concluded by a Client and/or in the name of another client or clients, both the Client concluding the contract and the other clients are jointly and severally liable for the full observance of all obligations arising from that contract.
2. Insofar as the Contact Contract is concluded by a Principal and/or in the name of others (guests/customers), both the Principal concluding the contract and the other guests/customers are jointly and severally liable for the full observance of all obligations arising from the Contact Contract and Hotel/Catering Contracts.

Article 25 - Partial nullity

1. If any stipulation in these General Conditions conflicts with any generally binding condition, it will not impede the validity of the other stipulations.
2. A stipulation that conflicts with a generally bind condition will be considered to be replaced by a stipulation that is legally permissible and which is as close as possible to the intention of the original stipulation.

Article 26 - Limitation on claims

1. All claims by a Principal and/or Client become void after one year has elapsed from the date on which they were first made.

Article 27 - Protection

1. The Principal shall safeguard Hotel Contact against all claims from hotel/restaurant businesses and/or third parties on the grounds of failure to fulfil the Contact Contract and/or a failure by the guest/customer to fulfil the Hotel/Catering Contract concluded by Hotel Contact between the Principal and a Hotel/Catering Establishment
2. The Client shall safeguard Hotel Contact from all claims from Hotel/Catering Establishments and/or third parties on the grounds of the Client's failure to fulfil the contract deriving from the Arrangement Contract.