

# TWIN PEAKS<sup>®</sup>

## HOSPITALITY

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## HOSPITALITY

### 1 APPLICABILITY

These terms and conditions apply between you and Twin Peaks Hospitality BV and apply to any property or agreement of Twin Peaks Hospitality BV, to the exclusion of any additional terms and conditions provided by Twin Peaks Hospitality BV.

### 2 DISCLAIMER

Twin Peaks Hospitality BV regularly updates and supplements the content on its websites. Twin Peaks Hospitality BV is not responsible for inaccuracies or incompleteness in the offered content.

### 3 GENERAL

#### 3.1 Damage to our properties

Any damage to our properties caused by you or your party during the stay, and items missing upon departure, will be charged to your credit card on file or billed to the (email) address known to us.

#### 3.2 In good faith

You agree that you will make reservations in good faith for legitimate use by you and your invited guests only and not for any other purpose. Including but not limited to reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations in anticipation of demand.

#### 3.3 Liability

Management cannot be held liable for damages, loss or theft of your belongings in any of our properties.

#### 3.4 Lost & found

All items found in our properties will be registered and stored for three months. If you want found items to be sent to you than this is entirely at your own risk and expense. Twin Peaks Hospitality BV can never be obligated or required to send any found items.

#### 3.5 Minors

If you are a minor and you are not accompanied by someone aged 18 or older or you do not have a signed permission form from your parents or legal guardian, Twin Peaks Hospitality BV reserves the right to refuse you and/or evict you from our property. Further we do not serve alcohol if you are under 18 years of age or cannot show proof of identity upon the request of one of our employees. This also applies if you are accompanied by a parent or supervised by an adult.

#### 3.6 Photography and video

Any photoshoots, audiovisual recording, reproduction or representation of images including all premises and buildings of Twin Peaks Hospitality BV, other than for strictly private use is subject to our prior approval. We are happy to help you to obtain permission and discuss the possibilities. Please contact [info@tphcompany.com](mailto:info@tphcompany.com).

#### 3.7 Privacy Policy

Before, during and after your stay, Twin Peaks Hospitality BV collects your personal data. This data is processed in accordance with our Privacy Policy as well as the GDPR and other applicable laws and regulations. Data collected by third booking parties using cookies etc. when browsing their website is beyond our control. We will refer to the Privacy Policy of the agency you used to make your booking. For more information about your privacy within Twin Peaks Hospitality BV, we refer you to our Privacy Policy on our websites.

#### 3.8 Unforeseen circumstances

Twin Peaks Hospitality BV does not accept liability or pay any compensation for our failure to provide services contracted due to circumstances beyond our control: (natural) disaster, fire, (acts of) war and terrorism, strikes, riots, civil disorder, governmental regulations, industrial disputes, adverse weather conditions or any other exceptional and catastrophic event, circumstances or emergency, making it impossible, illegal or preventing guests from staying in our hotels.

#### 3.9 VAT

Prices and rates are subject to VAT changes.

#### 3.10 WIFI

Throughout our buildings all guests can enjoy our complimentary WIFI service. Ask an employee for the password and/or login details. Our wireless network is provided without warranties of any kind, either expressed or implied. We do not warrant that access to our wireless network will be interrupted, timely, secure or error-free at all times or will meet your requirements. Twin Peaks Hospitality BV is not responsible for the security, integrity, accuracy or completeness of any information that you transmit or receive while using our WIFI. You may not use our WIFI network for any purpose that is unlawful or prohibited.

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### 4 HOTEL

#### 4.1 Cancellation policy

We have three types of rates: non-refundable, flexible and standard. For group and corporate reservations a different cancellation policy may apply.

#### 4.2 Cash payments

Please note that our hotels accept cash payments in local currency (please ask the Front Desk). However we always record your credit card details to guarantee the payment.

#### 4.3 Corporate rates

For our corporate guests, negotiated rates and additional terms & conditions may apply. These are stated in the business agreement between your company and Twin Peaks Hospitality BV.

#### 4.4 Early check-out

Should you wish to depart earlier than the stated departure date on your reservation confirmation, we kindly ask you to inform us before 15:00 hours the day prior to your departure. This will prevent any late cancellations costs.

#### 4.5 Group reservations

For group reservations (from 6 rooms and more) additional terms & conditions may apply. These are stated in your reservation confirmation.

#### 4.6 Modifying your booking

Should you wish to modify your reservation, neither the availability nor the rate of your booking can be guaranteed. To avoid late cancellation costs, we advise you to modify your reservation as soon as possible.

#### 4.7 Non- smoking

All our properties are non-smoking. When evidence of smoking is found in your room or in the public areas, management holds the right to take appropriate measures and you will be fined with €150 for cleaning costs.

#### 4.8 No-show

You are considered a no-show if you did not arrive before 18:00 hours on your day of arrival. In case of no-show, we will charge the first night of your reservation when you have booked a flexible rate. If you have made a booking where a non-refundable or standard rate applies, the full reservation amount will remain charged. The room will be released at 12 p.m. (noon) the following day.

#### 4.9 Pets

Pets are not allowed in any of our properties.

#### 4.10 Rates & city tax

The room rate charges agreed at the time of your reservation will apply to your booking. Meals, drinks and other extras are not included in room rate charges, unless otherwise agreed on. All charges are including service and VAT and are payable in local currency. Prices are subject to change without further notice. Room rate charges must be prepaid on non-refundable offers, all other charges must be paid upon check-out. City tax will apply. The city tax may change between the time of booking and the time of your stay in our hotel.

#### 4.11 Non-refundable rate

This is our cheapest rate. You'll pay the full amount when you make the booking (By credit or debit card). Modifying or cancelling your booking is not possible and thus you will be charged 100% of the cost. This rate can only be booked online.

#### 4.12 Flexible rate

Free cancellation up to 24 hours before your date of arrival. Guarantee your reservation with a credit card or prepayment. In case of cancellation later than 24 hours before your date of arrival or no-show, only the costs for the first night will be charged. Any other nights will automatically be cancelled free of charge. In case of moving or changing your reservation, a different rate may apply.

#### 4.13 Standard rate

Guarantee your reservation with a credit card or prepayment. In case of moving or changing your reservation, a different rate may apply. In case of cancellation the following applies:

- Free cancellation up to 30 days before your date of arrival.
- 15% of the reservation value is charged when you cancel up to 14 days before your date of arrival.
- 35% of the reservation value is charged when you cancel up to 7 days before your date of arrival.
- 60% of the reservation value is charged when you cancel up to 3 days before your date of arrival.
- 85% of the reservation value is charged when you cancel up to 24 hours before your date of arrival.
- 100% of the reservation value is charged when you cancel less than 24 hours before your date of arrival.

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## HOSPITALITY

### 5 RESTAURANT & FOOD AND BEVERAGE

#### 5.1 Allergens

- In case of any dietary requirements, including intolerances and allergies, always inform us ahead or mention it in the 'special request' section while making an online reservation.
- Always inform our staff on location about your intolerances and allergies so that they can advise you on alternative dishes if necessary.
- While we do our best to prevent the risk of cross-contamination, we cannot guarantee that any of our dishes are free from allergens and therefore cannot accept any liability in this respect.
- The menu information provided should not be considered as any form of guarantee. You should assess your own level of risk, based on your personal circumstances, before eating any of our dishes.

#### 5.2 Running late

Contact the restaurant in case you are running late. If you do not inform us, we will release your table after 20 minutes.

#### 5.3 Credit card guarantee

For parties of 5 and above and during certain periods the restaurant may require a credit card guarantee for reservations. If you do not comply with the cancellation policy or fail to notify us of a cancellation, a penalty fee applies that will be charged to your credit card. The cancellation policy and the amount of this penalty fee is stated in your reservation confirmation.

#### 5.4 Group reservations

For group reservations (from 9 guests and more) additional terms & conditions may apply. These are stated in your reservation confirmation.

#### 5.5 Non-smoking

Our restaurant and terrace are non-smoking.

#### 5.6 No-show

If you fail to notify us of a cancellation, a penalty fee applies that will be charged to your credit card. The amount of this penalty fee is stated in your reservation confirmation.

#### 5.7 Pets

Pets are not allowed in the restaurant or on the terrace.

#### 5.8 Reservation changes

We cannot guarantee your reservation in case you do not inform us of changes.

#### 5.9 Reservation confirmation

We will contact you by e-mail, text or telephone to confirm your reservation. We reserve the right to cancel your reservation if we do not receive a confirmation.

#### 5.10 Table and location preferences

While we will consider your preferences, a specific table or location preference is never guaranteed. This also applies to our smoke-free terrace.

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## HOSPITALITY

### 6 THE FINE PRINT

#### Article 1 Conclusion of an agreement

1.1 Twin Peaks Hospitality BV may always, for any reason whatsoever, reject the conclusion of an 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.

1.2 Any and all offers made by Twin Peaks Hospitality BV with regard to the conclusion of an agreement are free of obligation and subject to availability. If Twin Peaks Hospitality BV invokes the aforementioned agreement, the intended agreement is deemed not to have been made.

1.3 An agreement concluded for guests by intermediaries (shipbrokers, travel agencies, online travel agents and other businesses and the like), whether or not in the name of their business relation(s), are deemed to have been concluded at the risk and expense of these intermediaries. Twin Peaks Hospitality BV is not liable to pay a commission or bonus, by any name whatsoever, unless expressly stipulated otherwise and in writing. The guests and the intermediaries are jointly and severally liable for the payment of the amount due.

#### Article 2 Option right

2.1 An option right is the right of a guest to unilaterally conclude an agreement by accepting a valid offer from Twin Peaks Hospitality BV.

2.2 An option right can only be granted in writing and established for a specific period of time. The option right expires if the option holder has indicated that he does not wish to make use of the option right or if the specified duration has expired without the option holder having indicated that he wishes to make use of the option right.

2.3 An option right can be revoked by Twin Peaks Hospitality BV if another potential guest makes an offer to conclude an agreement with respect to the total or part of the services included in the option. In such a case, the option holder must be informed of this offer, after which the option holder must indicate within a period to be set by the Twin Peaks Hospitality BV whether or not he wishes to make use of the option right. If the option holder does not wish to make use of the option right within the specified period, the option right expires.

#### Article 3 General rights and obligations

3.1 Twin Peaks Hospitality BV is entitled at any time to terminate the provision of services to a guest if the guest violates the house rules or conducts behavior that disrupts the order and the peace or otherwise does not fully comply with his obligations that he has towards Twin Peaks Hospitality BV. The guest must then leave the premises at the first request.

3.2 Twin Peaks Hospitality BV is authorized to dissolve the agreement extrajudicially due to well-founded fear of disruption of public order. If Twin Peaks Hospitality BV makes use of this authorization, it will not be liable for any compensation.

#### Article 4 Overbooking

Twin Peaks Hospitality BV is entitled to require the guest to accept other, similar accommodation than would be made available according to the agreement in case of overbooking. The guest may refuse this alternative. In this instance, the guest has the right to terminate with immediate effect the agreement to which the aforesaid requirement applies, without prejudice to his obligations under other agreements that are made with Twin Peaks Hospitality BV.

#### Article 5 Cancellations

5.1 The guest is entitled to cancel an agreement at any time against payment of the cancellation costs.

5.2 Twin Peaks Hospitality BV is entitled at all times to cancel an agreement if there are sufficient indications that the agreement is of a different nature than would be expected on the basis of announcement by the guest or on the basis of the capacity of the guests and that Twin Peaks Hospitality BV would not have concluded the agreement if it had been aware of the actual nature of the agreement.

#### Article 6 Security deposit and interim payment

6.1 Twin Peaks Hospitality BV may require the guest to pay a deposit. Received deposits are properly administered, serve only as security and do not apply as already realized revenue.

6.2 Twin Peaks Hospitality BV may require interim payment for already provided services.

6.3 Twin Peaks Hospitality BV may recover everything that the customer is liable to pay to the same amount that was deposited or paid as an Interim.

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### Article 7 Revenue guarantee

If a revenue guarantee was issued then the customer is obligated to pay at least the amount determined in the revenue guarantee.

### Article 8 Liability

8.1 Twin Peaks Hospitality BV cannot be held liable for damages, loss or theft of your belongings in any of its properties. This also includes damage to vehicles of guests.

8.2 Twin Peaks Hospitality BV is not liable for damage directly or indirectly caused to whomever or whatever as a direct or indirect consequence of a defect, capacity or circumstance of, in or on any movable or immovable property of which Twin Peaks Hospitality BV is the holder, lessee, tenant or owner.

8.3 Liability of Twin Peaks Hospitality BV is limited to the amount that can reasonably be insured.

8.4 Twin Peaks Hospitality BV is not liable for damage or loss of goods taken into custody for guests.

8.5 If Twin Peaks Hospitality BV receives goods or if goods are deposited, stored and / or left by anyone in any way whatsoever, Twin Peaks Hospitality BV is not liable for damage to or in connection with those goods in any way whatsoever. In all cases, Twin Peaks Hospitality BV cannot be held liable for compensation for damage to goods that are deposited, stored or left behind.

### Article 9 Settlement and payment

9.1 All invoices, including invoices related to cancellation or no-show fees, are payable by the customer at the time they are presented to him. The customer must provide for cash payment or payment by bank or giro, unless otherwise agreed.

9.2 The guest is jointly and severally liable for all amounts owed to Twin Peaks Hospitality BV. Agreements are deemed to be concluded on behalf of each guest, unless otherwise agreed. By appearing, the guest indicates that he / she is authorized to conclude the relevant agreement.

9.3 As long as the guest has not fully fulfilled all his obligations, Twin Peaks Hospitality BV is entitled to take possession of and keep all goods that the customer has brought with him. Apart from the right of retention, Twin Peaks Hospitality BV has a right of pledge on the relevant goods. If the customer stays in default for three months, Twin Peaks Hospitality BV is entitled to sell these goods publicly or privately and to recover the proceeds from it.

9.4 If payment other than cash has been agreed, all invoices, for whatever amount, must be paid by the customer to Twin Peaks Hospitality BV within fourteen days of the invoice date. If an invoice is sent, Twin Peaks Hospitality BV is authorized to charge a late payment surcharge of 2% of the invoice amount, which expires if the customer pays the invoice within fourteen days.

9.5 If and insofar as timely payment is not made, the customer is in default without any notice of default being required. Twin Peaks Hospitality BV will send a one-off notice of default with a term of 14 days to make payment.

9.6 If the customer is in default then the customer is liable for any and all costs associated with the collection of payment. The extrajudicial collection costs are charged in accordance with the law.

### Article 10 Applicable law and disputes

10.1 These terms and conditions and any bookings and agreements made under them shall be governed by and construed in accordance with Dutch law. This choice of law is without prejudice to consumer protection afforded by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of any choice, would have been applicable in the country where you reside. Disputes shall be submitted to the exclusive jurisdiction of the competent court of Maastricht, the Netherlands.

10.2 Any and all claims of the customer expire after a period of one year after the date on which they arose.

10.3 The invalidity of one or more of the conditions of these terms and conditions shall not affect the validity of all other conditions. If a condition of these terms and conditions appears to be invalid, for any reason whatsoever, then the parties are deemed to agree to a valid alternative condition that best approaches the scope and application of the invalid condition.

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