



RoomDelivery

General terms and Conditions Guests ROOM DELIVERY

10 januari 2024

MAKE YOUR STAY BETTER TODAY

Terms and Conditions Guests

These "Guest Terms and Conditions" apply to the relationship between RoomDelivery and the Guests. They do not apply to the relationship with Restaurants or Hotels.

1. Definitions

Offer: the product and service offerings of a Restaurant that can be ordered from the Restaurant by Guest through the Platform.

Order: an order placed by Guest through the Platform with the Restaurant of the Offer selected by Guest.

Tipping: amount voluntarily paid by a Guest that is intended for the restaurant or the courier the order.

Guest: a natural person staying at a Hotel who places an order through the Platform

Agreement: the agreement between the Guest and the Restaurant which to an Order at a Restaurant and the delivery of the order or its pickup.

Platform means the website(s), apps, tools and other devices in use by RoomDelivery and its affiliated Restaurants and business partners on which the Service is made available to Guest.

Restaurant: a Restaurant listed on the Platform that makes available, sells, prepares, packages, or serves products and related items through the Platform, and uses the mediation of the Platform for the formation and payment of Contracts with Guests.

Restaurant Data: the Restaurant's information regarding the Restaurant and its contact details, the products and services made available within its offerings, prices for each individual product and service (including VAT), Restaurant logo, graphics, delivery area (including zip codes), delivery costs and minimum order amounts, and other information about the Restaurant.

Product with age limit: any product subject to a minimum legal age, including but not limited to alcoholic products.

Service: the commercial services and/or activities offered by RoomDelivery to Guest, consisting, inter alia, of publishing the Offer, facilitating the formation of Agreements and forwarding Orders to the relevant Restaurant.

RoomDelivery.com: RoomDelivery Netherlands B.V. acting for itself and on behalf of any legal entity or person directly or indirectly under the common control of Hotel Delivery Group B.V..

His/Her: wherever in this general condition "his or her" is mentioned it means all possible gender designations

2. Identity of Room Delivery

RoomDelivery Netherlands B.V. trading as 'Room Delivery'.

Address main office: Raamplein 1, 1016 XK Amsterdam.

3. Applicability

1. These "Guest Terms and Conditions" apply only to the Service. RoomDelivery yet the Hotel is responsible for the Offer. The Offer, if applicable, is subject to the terms and conditions of the Restaurant.
2. By placing an Order, Guest directly enters into an Agreement with the Restaurant for the delivery of the Offer selected by Guest. The Guest is bound by the Order and is not entitled to a refund, except in the case of cancellation by the Restaurant pursuant to Article 7 below.

4. The Offer

1. RoomDelivery publishes the Offer on the Platform on behalf of the Restaurants, in accordance with the data provided by the Restaurants. RoomDelivery nor the Hotel accepts responsibility or liability for the content of the Offering and of the data provided by the Restaurants on the Platform. The Restaurant may use ingredients and additives for meals and drinks, which may cause allergies and intolerances.
2. RoomDelivery shall display all details of the Restaurant in such a way that it is clear to Guest what its rights and obligations are attached to the acceptance of the Offer.
3. RoomDelivery yet the Hotel accepts liability for the accessibility of the Platform.

5. The Agreement

1. The Agreement is established when the Guest finalizes the Order by clicking on the "pay" button during the process of placing an Order through the Platform.

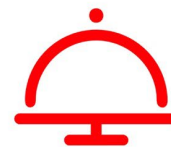
After the order is placed it will be reported in the Application. This can, with the specified email address in combination Name Hotel and hotel room, be viewed again from the mobile device used to place the order.

2. The Agreement shall be performed by the Restaurant at the address of the Hotel or location selected by Guest. The Guest has the duty to immediately report inaccuracies in payment details provided or mentioned to RoomDelivery or the Restaurant.



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3. In connection with information regarding the status of his , the Guest must be reachable by phone or email (as indicated when placing the Order) for both the Restaurant, Hotel and RoomDelivery after placing the Order. If this option is not used, communication will be made via the hotel reception.
4. If the Guest chooses delivery of the Order, the Guest must be present in the hotel room or delivery address indicated by the Guest in order to receive the Order. If the Guest is not present in the hotel room, the Hotel or at the delivery address when the Order is delivered, and the Order is delivered to a representative of the Hotel, the representative of the Hotel shall make reasonable efforts to contact the Guest, to determine where the Order should be left. If the Hotel representative is unable to contact the Guest, the Hotel representative may leave the Order at a reasonable location outside the Hotel Room, near the delivery address. RoomDelivery yet the Hotel is responsible for the Order (including the quality or safety of the Order when the Guest finds it) after the Order is delivered. If the Restaurant delivers the Order itself, rather than using RoomDelivery's delivery services, the Restaurant shall decide whether to leave the Order outside at the delivery address if the Guest is not present.
5. If delivery of the Order placed by the Guest at the Restaurant is performed by RoomDelivery, RoomDelivery may charge delivery fees or a service surcharge to the Guest. The delivery fee and service surcharge may vary depending on a number of factors, such as the location, the Restaurant selected, the value of the Order, but these fees are always listed on the Platform before a Customer places an Order. A copy of the invoice for what was ordered, the delivery fee and service surcharge can be requested from RoomDelivery.
6. If the Guest chooses to pick up the Order, it must be present at the Restaurant's pickup location at the selected time.
7. When ordering as well as delivering or picking up Orders containing Age-Limited Products, RoomDelivery and/or the Restaurant may, pursuant to applicable laws and regulations, ask the Guest for identification. If the Guest cannot adequately identify himself or does not meet the minimum age requirements, in any case the Products with age limit of the Order will not be delivered, and RoomDelivery, the Hotel and the Restaurant are also free to refuse the Order in its entirety. If the age-restricted Products are not delivered pursuant to this Article, the Guest may charged a cancellation fee, which cancellation fee shall comprise at least the value of the age-restricted Products of the relevant Order.
8. RoomDelivery nor the Hotel accept liability in connection with the performance of the Agreement.
9. After placing the Order, the Guest may choose to tip at their discretion through the available online payment methods. Tipping may not be available in the case of a "Takeout" Order.
10. Tipping is intended for the Restaurant or couriers and cannot be considered payment for services rendered by RoomDelivery. In doing so, RoomDelivery will only act as an intermediary and transferor of the Tips.



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11. Room Delivery will transfer the Tipping to couriers if they are engaged directly by RoomDelivery. If a courier not engaged through RoomDelivery but directly by the Restaurant, RoomDelivery will transfer the Tipping to the Restaurant which will make it available to the Restaurant staff at its discretion. RoomDelivery cannot guarantee or be held responsible for the transfer of the Tipping from the Restaurant to the courier or staff.
12. After the Guest confirmation of payment (including Tipping), Tipping cannot be refunded or returned.

6. Payment

1. At the moment the Agreement is concluded in accordance with Article 5.1 of these General Terms and Conditions for Guests, the Guest is obligated to pay the Restaurant for the Order. This payment obligation can be fulfilled by the Guest by paying with an online payment method through the Platform or by payment to the Restaurant at the door or at the pick-up location.
2. Subject to the provisions of Article 7 of these Guest General Terms and Conditions, the (partial) refund of an online payment is only possible if the Order cannot delivered (in full). The chargeback always takes place to the same account from which the payment was made. Depending on the payment method used by the Guest, the processing will take up to 10 business days.
3. The Restaurant has authorized RoomDelivery to take Guest'online payment on behalf of the Restaurant.

7. Dissolution of the Agreement and cancellation of the Order

1. If you, the Guest, are a consumer, you may have certain legal or statutory rights when you order products through the Platform. Without prejudice to these rights (which, if applicable, remain unaffected), the Guest may not rescind the Agreement if the goods in the offer are perishable, are individually tailored to the Guest, are not suitable for return due to hygiene or health reasons, or are inseparably mixed with other goods after delivery. Orders cannot be cancelled by the Guest with RoomDelivery. Cancellation of the Order by the Guest at the Restaurant is only possible if the Restaurant explicitly indicates that Cancellation of the Order by the Customer is possible.
2. The Restaurant has the right to cancel the Order if, for example, the Offer is no available, the Guest has provided an incorrect or unreachable phone number, no or wrong contact information, or in case of force majeure.
3. If the Guest places a false Order (for example, by providing incorrect contact information, failing to pay, or failing to be present at the hotel room, hotel, or delivery or pickup location in order to the Order) or otherwise fails to fulfill its obligations under the Agreement, RoomDelivery may decide to refuse future Orders from such Guest.

4. RoomDelivery has the right to refuse Orders and cancel Agreements on behalf of the Restaurant if there is reasonable doubt as to the accuracy or authenticity of the Order or contact information. If the Guest places apparently false or fraudulent Orders, RoomDelivery may report this to the police.

8. Complaint Resolution

1. Complaints of the Guest about the Offer, the Order or the execution of the must be lodged with the Restaurant. Exclusive responsibility for the Restaurant's Offer and the execution of the Agreement lies with the Restaurant. RoomDelivery can only assume a mediating role.
2. If the Customer has a complaint about the Service, the complaint must be communicated via the contact form, by email or in writing by mail to RoomDelivery Customer Service at the contact address specified in Article 2 of these Guest Terms and Conditions.
3. After the complaint is received by RoomDelivery, RoomDelivery will respond with a confirmation of receipt as soon as possible, no later than one week. RoomDelivery aims to address the complaint as soon as possible, but no later than 2 weeks.
4. Complaints as described in paragraphs 1 and 2 of this Article must be submitted to the Restaurant (paragraph 1) or RoomDelivery(paragraph 2), respectively, fully and clearly described within a reasonable time after the Guest has discovered the defects.

The European Commission operates an ODR platform. This platform can be found at <http://ec.europa.eu/odr>. RoomDelivery explicitly the use of Alternative Dispute Resolution as referred to in Directive 2013/11/EU. The email address of RoomDelivery is info@roomdelivery.com.

9. Insight and correction of stored personal data

1. RoomDelivery processes personal data on behalf of the Customer. The processing of personal data is subject to the [Privacy Statement](#).