

# TERMS AND CONDITIONS

## BED & BREAKFAST EUROPE B.V.

Date 1 september 2017

Bed & Breakfast Europe B.V. offers its Services across the internet by way of Software-as-a-Service. The below Terms and Conditions apply to the use of these Services. By using the Services, you accept these Terms and Conditions.

Provisions or conditions that depart from or do not occur in these Terms and Conditions will only obligate Bed & Breakfast Europe B.V. if and insofar as these have been expressly accepted in writing by Bed & Breakfast Europe B.V. Bed & Breakfast Europe B.V. simply offers a promotional platform and is, in its own capacity, not party to agreements concluded between the Provider and the Customer.

### ARTICLE 1. DEFINITIONS

Terms that have been capitalised in these Terms and Conditions are defined as follows.

- 1.1. **Account:** right of access to a user interface with which the Provider can manage and configure (certain aspects of) the Service(s), including configuration of Data and/or Advertising Material itself.
- 1.2. **Addendum:** an addendum attached to these Terms and Conditions.
- 1.3. **Additional Work:** tasks or other output performed by BBE that exceed the content and/or scope of tasks and/or output as agreed in the Contract, or changes to tasks or output (including amendments to performance specifications).
- 1.4. **Advertising Material:** the advertisements, consisting of texts, images and links.
- 1.5. **BBE:** the company known as Bed & Breakfast Europe B.V., based at Zandkasteel 43 in Eindhoven and registered with the Chamber of Commerce, document number 50090933.
- 1.6. **Customer:** the natural person, not engaged in a profession or trade, who can use the platform to search for accommodations and submit requests for quotations.
- 1.7. **Contract:** every contract concluded between BBE and the Provider, on the basis of which BBE provides Services to the Provider.
- 1.8. **Data:** the details provided by the Provider, which are saved, displayed or otherwise processed by means of the Services.
- 1.9. **Intellectual Property Rights:** all intellectual property and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, trademark rights, design rights, neighbouring rights, patent rights and know-how rights.
- 1.10. **Maintenance:** all activities undertaken by BBE that should result in the consistent optimised performance of the Services.
- 1.11. **Provider:** the natural person or legal entity, engaged in a profession or trade, that offers accommodations using the BBE platform and with which BBE has concluded a Contract.
- 1.12. **Service(s):** the service(s) that BBE will provide on behalf of the Provider.
- 1.13. **Support:** all actions undertaken by BBE with respect to the support of communication between parties and the performance of the Services, including but not limited to the answering of questions that the Provider may have about how the Services work.
- 1.14. **Terms and Conditions:** the provisions contained in the current document.
- 1.15. **Website:** the BBE website, which can be accessed via domains [www.bedandbreakfast.nl](http://www.bedandbreakfast.nl) and [www.bedandbreakfast.eu](http://www.bedandbreakfast.eu), as well as subdomains and other extensions of the aforementioned domains.

## **ARTICLE 2. USE OF SERVICES**

- 2.1. The Services offered to the Provider include – but are not limited to – the opportunity to offer accommodations across an online platform, manage reservation and generate statistics. The Provider in its own capacity determines its use of the Services and the specific objectives of this use.
- 2.2. In order to use the Services, the Provider must first register. Following registration, the Provider can log directly onto the Account and use the Services.
- 2.3. The provider must prevent unauthorised persons from accessing the account by means of the username and password. The provider must, in particular, keep the password confidential. BBE will assume that whatever activities occur on the Account of the Provider, following login with the appropriate username and password, are taking place under the guidance and supervision of the Provider. The Provider is therefore liable for all these activities, unless the Provider has informed BBE that the password has been compromised by another party.
- 2.4. If misuse of the Account is suspected, the Provider must immediately inform BBE and change the (login) credentials.
- 2.5. The Provider accepts the fact that Customers may post reviews about the services and accommodation of the Provider on the Provider's listing page. BBE cannot influence these reviews and accepts no liability related to the content of such reviews.
- 2.6. Only Customers who have concluded agreements with the Provider via the Website have the right to post reviews on the Provider's presentation page. The Provider thereby acknowledges that the relevant rating will consist of the subjective opinions and experiences of Customers, manifested as a rating calculated by BBE. BBE reserves the right to delete reviews that it believes to be offensive, sexually-themed or inappropriate.
- 2.7. Reviews on the website must always be submitted by Customers who have concluded an agreement with the Provider. The Provider may not copy reviews from other websites or from its own visitors' book. BBE reserves the right to delete reviews with questionable integrity from the website.
- 2.8. Personal data is processed when the Services are used. The provisions contained in article 11 of these Terms and Conditions apply to the processing of personal data.

## **ARTICLE 3. RULES OF USE**

- 3.1. In using the Services, the Provider is prohibited from violating the laws and regulations of the Netherlands, or from violating other laws/regulations applicable to the Provider or BBE, or from violating the rights of other parties.
- 3.2. The Services are solely for the Provider's own use. The Provider is expressly prohibited from using the Services on behalf of other parties, or from providing access to the Account to other parties.
- 3.3. The Provider may only use the Services if it complies with the conditions contained in Addendum 1.
- 3.4. The Provider is expressly prohibited from using the Services in a way that results in the harassment or inconveniencing of others. This includes the insertion of own scripts or software, or requesting the Services on too frequent a basis.
- 3.5. The Provider is expressly (but not exclusively) prohibited from:
  - a. using the Services in such a way that the personal privacy of others is affected, in all cases including (but not limited to) the unauthorised or unnecessary distribution of the personal data of other parties or the repeated harassment of other parties with unsolicited communication;
  - b. using the Services to offer content that is blatantly insulting, defamatory, offensive, racist, discriminatory or hateful;

- c. distributing pornographic or erotic information (even if the information in itself is lawful);
  - d. distributing information that violates copyrights, or posting (locations of) hyperlinks, torrents or references to content that blatantly violates copyrights, neighbouring rights or image rights;
  - e. subletting the Services or otherwise making them available to other parties;
  - f. transferring the Services and/or login credentials to other parties if the Provider decides to transfer its accommodation to a third party;
  - g. acquiring listings, reviews, Advertising Material and/or other content from other providers;
  - h. sharing the login credentials with other parties; or
  - i. distributing malicious content such as viruses or spyware.
- 3.6. If BBE notes violation of the abovementioned conditions or receives a complaint about such violation, it will issue a warning to the Provider. If an acceptable solution is not found, BBE itself may intervene in order to halt the violation. In urgent or serious cases, BBE may intervene without prior notice.
- 3.7. If the Provider acts in violation of the above conditions, particularly – but not limited to – the provisions contained in article 3.5., BBE reserves the right to delete the account and its associated reviews.
- 3.8. If the Provider (repeatedly) acts in violation of the above conditions, BBE reserves the right to block the Account of the Provider, making it impossible to use the Services. BBE will warn the Provider prior to blocking the account. If an acceptable solution is not found, BBE will likewise be entitled to refuse the Provider access to the Service in the future.
- 3.9. If, in the opinion of BBE, it is faced with threats of losses or other damages that may affect the performance of the computer systems or network of BBE or other parties and/or its internet service provision, caused in particular by excessive send-outs of email or other data, (distributed) denial-of-service attacks, poorly-secured systems or the effects of viruses, Trojans and similar software, resulting from actions by the Provider, BBE reserves the right to implement all reasonable measures necessary in order to avert or prevent such threats. BBE will be entitled to, within reason, recoup costs necessary for such measures from the Provider.
- 3.10. BBE at all times reserves the right to declare punishable offences that it has observed. BBE furthermore reserves the right to hand over the name, IP address and identifying details of a Provider to any party with a complaint related to violation of its rights or the Contract by the Provider, as long as validity of the complaint can be justified within reason, there is no other method of obtaining these details and the other party has a clear interest in declaration of the details.
- 3.11. BBE may recoup losses resulting from violation of these rules of use from the Provider. The Provider indemnifies BBE from all third-party claims related to losses resulting from violations of these rules of use.

#### **ARTICLE 4. ADVERTISEMENTS**

- 4.1. Advertising Material must not be in conflict with the law of the Netherlands or the Advertising Code of the Netherlands. Unless otherwise agreed, the Advertising Material may not, in particular:
- a. be erotic, pornographic, offensive, racist, discriminatory or hateful;
  - b. violate the Intellectual Property Rights of other parties;
  - c. be in conflict with public order or social morals, or be otherwise controversial, shocking, confrontational, tasteless, offensive or socially unacceptable in any other way;
  - d. harm the services and/or products supplied by BBE.
- 4.2. Advertising Material must furthermore be free of faults and viruses.

- 4.3. Additionally, the conditions from Addendum 2 apply to the posting of Advertising Material on the Website.
- 4.4. Advertising Material will only become visible to Website visitors once it complies with the minimum requirements as specified in Addendum 2.
- 4.5. The Provider declares that all possible applicable payments to other parties have been made and indemnifies BBE from any third-party claims arising from non-payment.
- 4.6. The Provider accepts full responsibility for, if applicable, the content of the Advertising Material and the content of the websites linked to the Advertising Material.
- 4.7. The Provider indemnifies BBE from third-party claims arising from the theory that material supplied by the Provider may, in whatever way, be unlawful.
- 4.8. BBE at all times reserves the right to refuse and/or delete Advertising Material belonging to the Provider, regardless of reason. Additionally, BBE may modify the Advertising Material insofar as is reasonably necessary, so that it complies with the requirements of its Website and/or the requirements as mentioned in the Contract.

#### **ARTICLE 5. PROMOTIONAL PLATFORM**

- 5.1. BBE exclusively offers a promotional platform for the conclusion of an agreement between Providers and Customers. BBE has no involvement in the agreement between Providers and Customers. BBE therefore carries no responsibility for the Provider's process, offer, supply, guarantee and service quality. These are the responsibility of the Provider.
- 5.2. The agreement between the Provider and Customer is established at the time and by the method specified by the Provider. The Provider may set conditions for establishment of this agreement. BBE does not influence these conditions and/or the establishment of the agreement.

#### **ARTICLE 6. AVAILABILITY, MALFUNCTIONS AND MAINTENANCE**

- 6.1. BBE will strive towards the best possible supply and availability of the Services, but does not guarantee performance of the Services and does not guarantee uninterrupted availability of the Services.
- 6.2. BBE reserves the right to temporarily deactivate the Services, associated websites or parts thereof for the purpose of Maintenance (planned or unplanned), modification or improvement. BBE can under no circumstances be held liable for losses suffered as a result of such deactivations.
- 6.3. BBE reserves the right to, from time to time, modify its systems, including the Services, software and associated websites, or parts thereof, in order to improve performance and repair faults. Here, Provider feedback and suggestions are welcome, although BBE will ultimately decide which modifications it will or will not implement.

#### **ARTICLE 7. SUPPORT**

- 7.1. BBE will endeavour to provide Support during provision of the Services in the form of telephonic support or remote assistance that, in the opinion of BBE, is effective and can be provided with ease and speed. However, BBE cannot guarantee response times or the amount of Support, unless otherwise agreed in writing.
- 7.2. As a supplement to the Support stipulated in section 1, BBE would be willing to handle certain other tasks on behalf of the Provider. At the request of the Provider, BBE will supply a quotation for the tasks in question.
- 7.3. Insofar as is possible, BBE will inform the Provider about Support costs in writing prior to the commencement of tasks.

## **ARTICLE 8. ADDITIONAL WORK**

- 8.1. All changes to the Services, either on request of the provider, or resulting from the fact that a different approach is absolutely necessary due to unforeseen external circumstances, will be considered Additional Work if extra costs are involved. These costs will be charged to the Provider accordingly.
- 8.2. The right forthcoming from the previous section is on condition that BBE has, in good time, informed the Provider about the circumstances in question and the extra costs involved. If the Provider cannot justify the additional costs involved, it has the right to cancel the uncompleted part of the Additional Work, but without any right to restitution or cancellation of charges for Additional Work already completed.

## **ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS**

- 9.1. The Intellectual Property Rights associated with the Services, the corresponding software and all information and images are held by BBE and/or its licensors. These may in no way whatsoever be copied or used without the express written consent of BBE, except when required by legal order.
- 9.2. No part of this Contract is intended for the purpose of transferring Intellectual Property Rights to the Provider. The Provider's use of the Services is limited to what is specified in the Contract. The Provider will not take any action that may violate the Intellectual Property Rights of BBE and/or its licensors.
- 9.3. BBE hereby grants the Provider a non-exclusive, non-transferable usage right for the duration of the Contract, allowing it to use the Services in accordance with the current Terms and Conditions.
- 9.4. BBE reserves the right to not grant, or to withdraw, the usage right as specified in the previous section if the Provider has not fulfilled its obligations in accordance with the Contract.
- 9.5. In using the Services, the Provider likewise uses the services and/or software of other parties. (Open source) (licensing) conditions of these other parties may apply. The Provider guarantees that it will accept and strictly observe these third-party conditions.
- 9.6. The Provider indemnifies BBE from all third-party claims arising from the guarantee as specified in the previous section.
- 9.7. Information, including Data and Advertising material, which the Provider saves or processes via the Services, is and remains the property of the Provider. BBE has the right to use this information for the benefit of the Services, including prospective improvements. The Provider acknowledges that BBE may modify the Advertising Material to make it suitable for use on the website, or to ensure that it complies with the requirements previously specified in the Contract.
- 9.8. If the Provider sends information to BBE, such as error feedback or improvement suggestions, the Provider grants BBE an unlimited and perpetual right to use this information for the benefit of the Services. This does not apply to information expressly marked as confidential by the Provider.

## **ARTICLE 10. PAYMENT FOR SERVICES**

- 10.1. Payment for the use of certain functions is associated with use of the Services. The provider will be informed about the costs associated with the functions in question. The specified charges must be paid in advance.
- 10.2. Payments can be made according to the payment instructions on the Website.
- 10.3. Unless expressly otherwise indicated alongside an amount, all prices specified by BBE are exclusive of sales tax and other levies imposed by the authorities.
- 10.4. All prices in BBE offers, pricelist(s) and/or other communication channels exclude unintentional coding and typing errors. BBE cannot accept any liability for such errors.

- 10.5. If a price is based on details supplied by the Provider and these details prove to be incorrect, BBE reserves the right to adjust the price accordingly, even after the Contract has been established.
- 10.6. BBE reserves the right to increase its prices with every Contract renewal by a maximum of five (5) percent. However, if a BBE supplier increases its prices in the interim, BBE can immediately pass on such an increase to the Provider on a like-for-like basis.
- 10.7. BBE reserves the right to adjust pricing conditions in the interim and increase charges for the account of the Provider if the Provider, as a result of organisational changes, proves to no longer meet the conditions according to which it was rated when the Contract was concluded.

#### **ARTICLE 11. PERSONAL DATA AND SECURITY**

- 11.1. The personal data processed by BBE in providing the Services is governed by the Data Protection Act.
- 11.2. BBE will ensure a suitable level of security, given the risks involved in the processing – and nature – of the personal data. However, this will only apply if and insofar as the data is located in BBE's systems or infrastructure.
- 11.3. A processor's agreement, containing additional guarantees related to the processing of personal data, forms part of the Contract.

#### **ARTICLE 12. LIABILITY**

- 12.1. The liability of BBE for losses, resulting from attributable failures in the fulfilment of the Contract, from wrongful deeds or from any other actions, is excluded.
- 12.2. Insofar as liability cannot be excluded according to the law, BBE can only be held liable by the Provider for direct losses resulting from an attributable failure in its fulfilment of this Contract. Direct losses exclusively imply:
  - a. reasonable and demonstrable costs that the Provider has had to incur in order to urge BBE to (continue to) properly fulfil the Contract;
  - b. reasonable costs for determining the cause and scope of the loss, insofar as it relates to a direct loss as specified in this section;
  - c. reasonable and demonstrable costs incurred by the Provider in order to prevent or limit the direct loss as specified in this section.
- 12.3. BBE will, under no circumstances, be held liable for indirect losses, consequential losses, loss of trade, loss of profit, losses due to delay, damages due to loss of data, losses due to missed deadlines resulting from changed circumstances, losses due to poor cooperation, information or materials supplied by the Provider, and losses due to instructions or recommendations provided by BBE, the content of which does not expressly form part of the Contract.
- 12.4. The maximum amount that will be paid out in case of liability, as described in section 2 of the current article, is limited to compensation for direct losses to a maximum amount equal to fifty (50) percent of the payments that the Provider, in accordance with this Contract, has owed over the past twelve (12) months (excluding VAT), with a series of associated events counting as a single event. However, in no case will the total compensation for direct losses amount to more than EUR 1,000.00 (excluding VAT).
- 12.5. The limitation of liability as specified in the previous sections of the current article will expire if and insofar losses are the result of intent or gross negligence on the part of BBE operational management.
- 12.6. Liability on the part of BBE as a result of attributable failures in fulfilment of the Contract will only be established if the Provider immediately and beyond any doubt serves BBE with notice in writing, and a reasonable period for resolution of the failure has passed, with attributable failures on the part of BBE in fulfilling its obligations continuing after that

period. Such notice must contain the most detailed possible description of the failure to allow BBE to respond effectively.

- 12.7. Applicability of article 6:271 et seq. of the Burgerlijke Wetboek (Civil Code) is excluded.
- 12.8. The Provider indemnifies BBE from all claims by third-parties (including customers of the Provider) related to compensation for losses, costs or interest that may be associated with this Contract and/or the Service.

#### **ARTICLE 13. FORCE MAJEURE**

- 13.1. Neither of the parties can be bound to fulfilment of any obligation if a circumstance arises that is beyond the control of the parties and, at the time of conclusion of the Contract, could not or would not have been foreseen, and thereby nullifies any reasonable possibility of fulfilment.
- 13.2. Force majeure implies (but is not limited to): failures of public infrastructure that would normally be available to BBE, on which supply of the Services depends, but over which BBE does not have any actual control and cannot invoke a fulfilment obligation, such as internet networks with which BBE has not concluded any contracts; failures of BBE infrastructure and/or Services caused by cyber criminality, such as (D)DOS attacks or failed/successful attempts to circumvent network or system security; failures by suppliers of BBE that have been unable to supply BBE, but that BBE cannot hold liable, perhaps because the supplier in question (likewise) encountered force majeure; defects affecting items, equipment, software or other source materials, the use of which has been recommended by the Provider; unavailability of staff members/temporary staff (due to illness or other reasons); government measures, general transport problems, strikes, war, terror attacks and domestic unrest.
- 13.3. If a state of force majeure persists for longer than thirty (30) days, both parties are entitled to written annulment of the Contract. In such a case, whatever tasks have already been completed in accordance with the Contract will be settled on a pro rata basis, with no further obligations binding either party.

#### **ARTICLE 14. CONFIDENTIALITY**

- 14.1. The parties will treat information, which they provide to one another before, during or after fulfilment of the Contract, with confidentiality if this information has been marked as confidential or if the receiving party is aware or should, within reason, be aware that confidentiality of the information was intended. The parties will furthermore enforce this obligation among their employees, as well as other parties involved in fulfilment of the Contract.
- 14.2. BBE will not view Data that the Provider saves and/or distributes via BBE's systems unless this is necessary for the effective fulfilment of the Contract, or if BBE is obligated to do so in accordance with a legal stipulation or court order. In such a case, BBE will endeavour to limit viewing to a minimum, insofar as this is within its power.
- 14.3. The confidentiality obligation will remain in force even after termination of the Contract for whatever reason, certainly for as long as the issuing party can, within reason, claim that the information is confidential by nature.

#### **ARTICLE 15. TERM AND CANCELLATION**

- 15.1. The Contract is established by means of offer and acceptance and is valid for a period of twelve (12) months.
- 15.2. After this period, the Contract will automatically terminate.
- 15.3. BBE may immediately suspend or cancel the Contract in writing on at least one of the following grounds:
  - a. the Provider has defaulted in fulfilling an obligation essential to the Contract;

- b. BBE has received systematic complaints about the Provider, with systematic implying two (2) or more complaints within a twelve (12) month period;
  - c. the Provider has filed for bankruptcy;
  - d. the Provider has filed for suspension of payments;
  - e. the operations of the Provider have been halted or wound up.
- 15.4. Even if BBE suspends the fulfilment of its obligations, its claims according to the law and the Contract remain in force, including claims for payment for Services that have been suspended.
- 15.5. If the Contract is terminated, any outstanding amounts owed by the Provider to BBE will be payable immediately. In case of termination of the Contract for whatever reason, BBE can never be held liable for restitution of payments already received from the Provider, or be held liable for any compensation of losses.
- 15.6. The right to suspend as specified in the abovementioned cases concurrently applies to all Contracts concluded with the Provider, even if default by the Provider relates to only a single Contract, and does not diminish the entitlement of BBE to compensation for damages, loss of profit and interest.
- 15.7. BBE may terminate the Contract if the Provider has not logged into the Account for eighteen (18) months. In such a case, BBE will send a reminder email to the email address associated with the Provider's Account. If the Provider has not responded within one month, BBE will be entitled to delete the Account and its associated Data and/or Advertising Material.

#### **ARTICLE 16. PROCEDURE FOLLOWING TERMINATION**

- 16.1. In case of cancellation or termination of the Contract for whatever reason, BBE reserves the right to – immediately after the date on which the Contract expires – halt or discontinue the Services and delete or block all Data and/or Advertising Material belonging to the Provider. In such a case, BBE is not obligated to voluntarily provide a copy of this data. However, the Provider can request a copy prior to termination, the costs of which will be charged to the Provider.

#### **ARTICLE 17. AMENDMENT OF THE CONTRACT**

- 17.1. BBE reserves the right to amend or supplement the Services and these Terms and Conditions. Amendments will also apply to Contracts already concluded, taking into account a period of thirty (30) days following disclosure of the amendment.
- 17.2. Amendments will be disclosed on the Website, or sent to the Provider by email or via a different channel that offers BBE proof that disclosure has been received by the Provider. Minor amendments that do not affect the content of the Contract can be implemented at any time and do not require any prior notice.
- 17.3. If the Provider does not wish to accept an amendment, the Provider must inform BBE about this, in writing and including motivation, within fourteen (14) days of disclosure. BBE can then reconsider the amendment. If BBE does not withdraw the proposed amendment, the Provider can terminate the Contract before the date on which the new conditions take effect.

#### **ARTICLE 18. MISCELLANEOUS PROVISIONS**

- 18.1. The Law of the Netherlands governs the Contract.
- 18.2. Insofar as imperative law does not stipulate otherwise, all disputes that may be forthcoming from the Contract will be presided over by the court in the Netherlands with jurisdiction in the home district of BBE.
- 18.3. "Written" in these Terms and Conditions also implies communication by email, as long as the identity of the sender and the integrity of the content are adequately defined.

- 18.4. If any provision from the Contract proves to be null, the validity of the Contract as a whole remains unaffected. In such a case, the parties will define (a) new replacement provision(s), ensuring that the new provision(s) is/are as similar to the intention of the original Contract and Terms and Conditions as is legally possible.
- 18.5. Log files and other BBE administrative documents, whether electronic or not, are full proof of statements made by BBE, and (electronic) versions of any communication received or saved by BBE apply as authentic, unless proof to the contrary is supplied by the Provider.
- 18.6. BBE is entitled to transfer its rights and obligations forthcoming from the Contract to a party assuming control of a particular service or operation.
- 18.7. The applicability of that which has been specified in article 6:227b section 1 and 6:227c of the BW (Civil Code) is expressly excluded.

## **ADDENDUM 1 – ACCOMMODATION CONDITIONS**

You can sign up to [www.bedandbreakfast.nl](http://www.bedandbreakfast.nl) if your bed & breakfast meets the following criteria:

- Your accommodation has no more than 15 guestrooms;
- Guests receive personal attention, while breakfast – or a breakfast preparation facility – is available;
- Your accommodation does not form part of a hotel chain and is not a holiday home in a leisure park;
- Your accommodation is in line with the definition of a bed & breakfast:

*“A bed & breakfast is defined as overnight accommodation that focuses on offering mostly short-term tourist accommodation with breakfast. A bed & breakfast is located in a residential home, an annex or a second home and is operated by the owners of the building in question. Distinguishing characteristics include a small-scale operation and personalised service.”*

*Explanation of ‘mostly short-term tourist accommodation’:* This involves ‘tourist accommodation’, with an additional emphasis on business tourism. The ‘short-term’ concept has been added to make it clear that accommodation such as permanent or seasonal lets are not included.

*Explanation of ‘residential home, annex or second home’:* These terms can be broadly interpreted. The main issue is that the owner/operator lives in or near the building that houses the guest accommodation. A bed & breakfast can, for example, be on a farm or in a mansion, garden house or chalet, with the owner living nearby.

*Explanation of ‘with breakfast’:* Breakfast can be served or put out by the owner, or can be prepared by the guests themselves. BBE reserves the right to exclude bed & breakfast properties from participation and to depart from the abovementioned conditions. If you are unsure about whether your property meets the above criteria, please contact BBE.

## **ADDENDUM 2 – ADVERTISEMENT LISTING CONDITIONS**

When creating your listing, you must take the following rules into account:

- You may not enter the name of your B&B or your advertising text in capital letters;
- You may not use HTML code in your advertising text;
- Only the name of the B&B may appear in the ‘name of B&B’ field. You may not add any other (promotional) text;
- Email addresses, telephone numbers and website URLs may only be entered into the appropriate fields;
- Providers must post at least 8 photographs on the listing page so that visitors are given a good overall idea of the accommodation;
- Listing page photographs must not consist of or contain logos, logotypes or text;
- Providers must add at least one detailed description (minimum of 500 characters) in a single language;
- Providers must add at least 1 room with corresponding room rate and photograph;
- Prices displayed in search results are based on the number of persons entered during the search;
- Breakfast must be included in room rates;

- Any possible tourism levies must be included in room rates;
- Providers must frequently ensure that listing details are up-to-date;
- Providers are responsible for the content on their listing pages.

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