

# Amsterdam Conference Centre

## General Terms and Conditions

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KvK01/3321028

These general terms and conditions cover a variety of situations and potential disputes, and shall be decisive in all cases.

Beurs van Berlage does not accept any other terms and conditions or other provisions.

### General provisions

#### Article 1. General

1. Any mention of Beurs van Berlage below refers to Beurs van Berlage Exploitatie B.V., acting as the managing partner of Beurs van Berlage Commanditaire Vennootschap. Beurs van Berlage Exploitatie B.V. also acts on behalf of Beurs van Berlage Café B.V. Any mention of the “building” below refers to the Beurs van Berlage building situated at Damrak 243 (1012 ZJ) in Amsterdam, the Netherlands. The building has the status of a listed building and also houses permanent tenants or occupants. Under no circumstances may any event held in the building be contrary to its nature, or prejudicial to the interests, image and reputation of Beurs van Berlage (such to be determined solely at the discretion of Beurs van Berlage).

2. For the purposes of these terms and conditions “client” is deemed to refer to any person or legal entity that enters into an agreement or places an option with Beurs van Berlage.

3. These general terms and conditions shall constitute part of any agreement entered into by Beurs van Berlage or any offer or confirmation of order issued by it. These general terms and conditions shall govern any instructions issued in verbal, written or any other form, irrespective of whether or not Beurs van Berlage confirms them in writing.

4. Any general terms and conditions employed by the client shall not apply.

5. These general terms and conditions may not be derogated from.

6. All agreements entered into by Beurs van Berlage shall be governed by and construed in accordance with the law of the Netherlands. Any dispute concerning the execution of an agreement between the parties and these applicable general terms and conditions shall only be brought before a competent legal tribunal in Amsterdam subject to any provisions of the law governing the jurisdiction of a subdistrict court.

7. In the event that one (1) or more of these terms and conditions may be fully or partly in breach of any provision of the law or be nullified pursuant to a judicial ruling, the remaining provisions shall continue to apply in full. In that case, what the parties would have agreed if they had been aware of the nullity or voidability of the void or nullified part shall apply instead, in accordance with the provisions of Section 3:42 of the Dutch Civil Code.

8. Beurs van Berlage reserves the right to amend these general terms and conditions and/or to supplement them as circumstances may require. The version applicable upon signature of the rental agreement shall be decisive.

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9.

The client may not rely on any verbal undertaking given by or on behalf of Beurs van Berlage, unless the latter explicitly confirms such undertaking in writing.

10.

Under no circumstances shall the client make any adverse comments concerning Beurs van Berlage in the media (mass media or otherwise), including but not limited to Facebook, Twitter and so forth.

#### Article 2. Offers and prices

1.

Unless explicitly stipulated otherwise in writing, the client shall be liable for all costs incurred in relation to any services, goods and facilities supplied by Beurs van Berlage pursuant to the agreement.

2.

An offer shall be issued in writing, shall be free of obligation and shall be valid for no more than two (2) weeks as of the date of that offer. An agreement shall come into effect in the event that the client confirms the offer concerned in writing (by means of a letter or email) within that period of time and Beurs van Berlage does not withdraw its offer within two (2) days after such confirmation.

3.

In the event that any condition or amendment is stipulated in relation to an offer in the notice of acceptance, contrary to the provisions of the foregoing clause, an agreement shall only come into effect once Beurs van Berlage notifies the client concerned that it consents to such derogation from that offer.

4.

Beurs van Berlage may not be held to be bound by an offer if the client could reasonably be expected to understand that the offer concerned or any part thereof contained an apparent misprint or error.

5.

An actual or quoted fee shall be based on the known cost-determining factors applicable at the time when the offer is issued. In the event that any cost-raising circumstances occur until the time of execution or supply, Beurs van Berlage shall be entitled to pass on any increase to the client, such as an increase in duties, taxes, the price of raw materials, labour costs, third-party supplies and the like.

6.

All offers shall be issued subject to annual indexation.

7.

Fees shall be stipulated in euros *exclusive* of VAT or any other tax, levy or duty.

8.

All parts of an offer or contract shall be deemed to exist in conjunction with each other. Such parts may not be procured separately from each other.

#### Article 3. Terms of payment

1.

Beurs van Berlage shall enter into all agreements subject to the suspensive condition that the client may be deemed to be sufficiently creditworthy in the opinion of Beurs van Berlage.

2.

All invoices must be paid by the deadline stipulated in them. In the event of a failure to meet any deadline for payment, Beurs van Berlage shall be entitled to charge the client the legally stipulated interest (commercial or otherwise) as of the date on which payment is due.

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3. In the event that payment is not effected by the stipulated deadline, Beurs van Berlage shall be entitled to cancel the agreement with immediate effect and to deny the client and anyone else who wishes to enter the building at that client's invitation access to it for this reason, also and in particular on the dates stipulated in that agreement. The foregoing shall not affect the client's duty to effect payment.

4. In relation to any duty to effect payment referred to in these terms and conditions, the client shall not be entitled to rely on any compensation, discounts, withholding, suspension and/or setoff in relation to Beurs van Berlage.

5. The client shall authorise Beurs van Berlage to charge VAT on the hall rental and any other supplies and services.

6. In the event that the client wishes to pay by credit card, that client shall be deemed to have authorised Beurs van Berlage to collect a surcharge of 3.5% of the overall value of the transaction by signing the rental agreement.

## Article 4. Cancellation

1. An agreement must be cancelled in writing and the notice must be accompanied by the agreement concerned.

2. If the client rents a hall or halls on its own or as part of a conference, dinner or rental package per person and cancels the use thereof, that client shall be liable for compensation in accordance with the following scale:

- 30% of the rental if cancellation occurs up until three hundred and sixty-five (365) days before the date of rent;
- 50% of the rental if cancellation occurs between three hundred and sixty-four (364) and one hundred and eighty (180) days before the date of rent;
- 85% of the rental if cancellation occurs between one hundred and seventy-nine (179) to ninety (90) days before the date of rent;
- 100% of the rental if cancellation occurs eighty-nine (89) days or less before the date of rent.

3. If facilities, audio-visual equipment, lighting, staff, culinary arrangements and personal packages are cancelled, the client shall be liable for compensation in accordance with the following scale:

- 0% of the agreed amount if cancellation occurs eighty-nine (89) or more working days before the date of supply;
- 30% of the agreed amount if cancellation occurs between eighty-nine (89) and sixty (60) working days before the date of supply;
- 50% of the agreed amount if cancellation occurs between fifty-nine (59) and thirty (30) working days before the date of supply;
- 85% of the agreed amount if cancellation occurs between twenty-nine (29) and eleven (11) working days before the date of supply;
- 100% of the agreed amount if cancellation occurs ten (10) working days or less before the date of supply;

4. Subject to the provisions of Articles 2 and 3 above, the client shall not be liable for compensation in the event of a partial cancellation of a package deal, provided that it does not extend beyond a margin of 10% of the specified number of persons and that such cancellation occurs by no later than ten (10) working days before the date of supply.

5. In the event that there is a reduction in the number of guests, Beurs van Berlage shall be entitled to provide an appropriate smaller hall, unless explicitly agreed otherwise.

6. The first date on which Beurs van Berlage is notified in writing that cancellation is to occur shall be deemed to be the date of such cancellation.

## Article 5. Expenditure excess and shortfall

1. A change to an agreed assignment as a result of which Beurs van Berlage incurs any additional expenses shall be treated as excess work, and as a work shortfall in so far as it incurs less expenditure.

2. A work shortfall shall be settled in accordance with the provisions governing cancellation.

3. Excess work shall be settled in accordance with the list of fees along with the next payment term subject to the conditions agreed to upon commencement.

4. Should it appear that Beurs van Berlage is required to supply for more persons than agreed, Beurs van Berlage will make every effort to deliver such supply on minimum agreed terms. If capacity, security, availability or otherwise prevent the quality to be guaranteed, Beurs van Berlage reserves the right to refuse the additional supplies.

5. Beurs van Berlage shall determine in writing any excess work agreed to after an agreement has been concluded along with its implications for the offer and shall present confirmation thereof to the client. For packages per person, the actual number of persons will be charged if this exceeds the pre-agreed number of guests.

6. In the event that the client does not respond within one (1) week after receiving the aforementioned notice of confirmation, that client shall be deemed to have consented to that notice of confirmation.

## Article 6. Miscellaneous

1. All non-consumables, such as furniture, crockery, cutlery, audio-visual equipment and so forth, which are supplied by Beurs van Berlage and/or any suppliers contracted by the latter are and shall remain the property of Beurs van Berlage and/or the contracted suppliers.

2. In the event that the client charges an admission fee and/or sells tickets for an event open to the public, the sale of such tickets shall be routed through the ticket sale or record-keeping system operated by Beurs van Berlage. Unless otherwise agreed in writing, the client shall be fully responsible for any legally stipulated remittances. The client shall indemnify Beurs van Berlage against any claim made by a third party for any takings received and the like.

3. The client must clearly specify the appropriate address and the entrance to the building which is to be used in every form of publicity or information targeting visitors.

4. Publicity materials may not be affixed to the building, unless Beurs van Berlage explicitly consents to this in writing (subject to any additional conditions or otherwise).

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5. No objects or physical publicity materials may be placed on the patios and in the vicinity of the building, nor may any other form of promotion be conducted there (or arrangements made for same).

6. The client shall not be permitted to disseminate advertising materials and/or leaflets for any event and in any way whatsoever (or to arrange for this to be done) until it has received written consent from Beurs van Berlage. The client shall be permitted to produce film, television or other recordings in the building (or to arrange for this to be done) for the client's sole use subject to the explicit condition that Beurs van Berlage shall be entitled to use such recordings without being required to pay royalties. Such recordings may not be published on television or in any other mass media without the explicit written consent of Beurs van Berlage. Where appropriate, Beurs van Berlage shall be entitled to increase the rental for the hall(s) to no more than double the fee.

7. The client shall be responsible for obtaining the requisite consent from all copyright holders involved in the organisation and production of the event concerned. The client shall ensure that any copyright royalties which are payable are punctually remitted and that Beurs van Berlage is indemnified against any claim made by a withholding body.

The client shall be responsible for any performing artist's booking and payment. As such, the client shall be responsible for the remittance of any tax, social insurance premiums and other charges. The client shall indemnify Beurs van Berlage against any such claim.

8. The client shall indemnify Beurs van Berlage in respect of any fine or penalty imposed on the latter as a result of that client's conduct and/or negligence.

9. The client shall be required to consent to any urgent and necessary repairs conducted in or on any hall rented by that client at the behest of Beurs van Berlage. Where any contracted work is carried out, Beurs van Berlage shall take the client's use into account as far as possible.

10. Beurs van Berlage shall at all times be entitled to conduct tours for commercial purposes during the client's event.

11. Beurs van Berlage shall be entitled to conduct random surveys (or to arrange for this to be done) to ascertain the level of satisfaction amongst the client's guests. The client shall be entitled to inspect the findings of any such survey.

12. Logging in on privacy-sensitive websites such as webmail or bank websites is at your own risk.

The following activities are not allowed at the Beurs van Berlage Internet network:

- The use of the internet for illicit purposes;
- Downloading or visit illegal or offensive content;
- Destroying, modifying or damaging equipment, software or data belonging to the Beurs van Berlage or other users.

## Article 7. Complaints and claims

1. Beurs van Berlage warrants the quality and durability of the products and services which it supplies.

2. Beurs van Berlage must be notified in writing immediately of any complaint or defect.

3. Beurs van Berlage shall only consider any claim – even one based on defects in products supplied by other parties at its behest which the client can prove existed when they were delivered – provided that Beurs van Berlage is notified of them immediately after their discovery and it is subsequently presented with written confirmation of that within forty-eight (48) hours. Beurs van Berlage shall make every effort to remedy a deficiency. Thereafter Beurs van Berlage shall be deemed to have complied with its obligations.

4. In this respect Beurs van Berlage's obligations shall not extend beyond the fee agreed to for the goods and services which have been supplied and in respect of which a claim has been submitted.

5. The submission of the claim shall not confer entitlement to withholding any invoiced amount or suspending payment of same.

## Article 8. Liability and loss

1. At all times before and during a leasing the client shall be required to take any action that is required with a view to ensuring compliance with the general terms and conditions. The client shall be responsible for obtaining any permit or license that may be required.

2. The client shall have a duty to proactively notify Beurs van Berlage in advance of any risks to which the building's listed status and/or the reputation of Beurs van Berlage may be exposed as a result or on account of the event concerned. This shall be deemed to include but shall not be limited to the visitor profile, the nature of the event concerned, any danger of attracting undesirable behaviour, political or social unrest and the potential denial of the requisite permits or licenses in a general sense partly under the terms of the Public Administration (Probity Screening) Act [Wet Bibob] or Beurs van Berlage's own licences and permits. In the event that the client fails to comply with their duty of disclosure and to provide information, Beurs van Berlage reserves the right to cancel the event without incurring liability for compensation. Should it appear that any information which has been supplied is incorrect, Beurs van Berlage shall be entitled to halt or cancel the leasing without the client concerned being entitled to any form of compensation whatsoever. Cancellation on the grounds of non-compliance with the duty to disclose information shall not affect the client's financial obligations or Beurs van Berlage's entitlement to recover any loss which it has suffered (including loss of turnover and earnings).

3. The client shall be liable for any loss suffered by a third party due to the use of the premises and/or any hall(s) rented out, including periods of building up and dismantling and shall indemnify Beurs van Berlage against any third-party claim in relation to such loss.

4. Beurs van Berlage shall be entitled to arrange for any damage that it discovers has been inflicted on walls, floors and the like in any rented hall and any assets held in it at the client's expense in so far as such damage has occurred

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during that client's use of the hall(s) or is directly related to it.

5. The client shall be required to provide Beurs van Berlage with compensation based on replacement value for any damage to or loss of assets belonging to Beurs van Berlage and/or any supplier contracted by Beurs van Berlage caused by that client, the latter's guests and/or staff.

6. Anything that is placed in the building by or on behalf of the client shall be deemed to be there at that client's risk. Beurs van Berlage shall not assume responsibility for insuring or guarding the same. Beurs van Berlage shall not be liable for any damage to or loss of assets, property or monetary instruments belonging to the client or a third party (which is deemed to include the public and front-line staff) whatsoever their cause except in the case of a wilful act or omission, or gross negligence on the part of Beurs van Berlage or its staff. The client shall indemnify Beurs van Berlage against any claim made by a third party (as referred to above).

The premises shall be outfitted, used and handed over in consultation with Beurs van Berlage subject to the latter's regulations governing safety and security.

7. Beurs van Berlage shall only be liable provided that it can be shown that there has been a wilful act or omission, or gross negligence on the part of Beurs van Berlage or its staff, and such liability shall be confined to any direct loss amounting to no more than the net invoiced amount under any circumstances. Under no circumstances shall compensation be provided for other direct or any indirect loss, including any loss suffered by a third party, loss of earnings or any form of consequential loss.

8. When an agreement is concluded, the client shall have a duty to have professional liability insurance covering a minimum of EUR 950,000.00 (nine hundred and fifty thousand euros) per occurrence. Beurs van Berlage shall be entitled to receive a copy thereof.

## **Article 9. Options and agreements in relation to hall rental**

1. An option on a hall shall be issued in writing and shall be valid for no more than fourteen (14) days. Such option shall expire without any further notice.

2. Both Beurs van Berlage and the option holder shall be entitled to notify the other party that they wish to cancel the option.

3. In the event that Beurs van Berlage wishes to cancel an option before the agreed deadline, it shall have a duty to afford the option holder an opportunity to enter into a rental agreement for the hall(s) in respect of which the option applies within twenty-four (24) hours (based on working days).

4. Before the expiry of the period for which an option has been granted, the option holder shall be required to notify Beurs van Berlage in writing as to whether it will exercise the option. In the event of confirmation, the option holder shall have a duty to enter into an agreement within five (5) working days.

5. The parties shall be deemed to be aware that the event which the client is to organise must be appropriate in relation to the reputation, image and other events of Beurs van Berlage and the building, and may not cause nuisance for any other hirer or user of the building or local residents.

6. A rental agreement shall be deemed to be in force once at least the following is mentioned:

- the hall(s) that is or are to be rented and the period and fee for which this is to occur;
- the project for which the hall(s) is to be rented;
- the number of people who will be present;
- the agreement is signed by an authorised representative of both Beurs van Berlage and the client to indicate their agreement.

7. The client shall pay Beurs van Berlage the entire booking amount payable for the rental of the hall, the facilities and any catering in advance before the event.

8. Payments will be made as follows:

- 60% of the contracted amount will be paid at the time of signing the agreement;
  - 40% of the contracted amount will be invoiced no later than one month before the event;
  - Three weeks before the event any additional costs will be invoiced;
- 100% of all costs must be paid for before the event.

9. Other than where the parties agree otherwise in writing, the client shall ensure that any permit, licence and/or exemption which may be required for the activities that are to be undertaken in the building is or are obtained from the appropriate authorities. Beurs van Berlage shall not be responsible or liable for a failure to obtain any such permit, licence or exemption. A refusal to issue the requisite permits or licences shall not affect the client's financial obligations.

10. The client shall not be permitted to allow a third party to use any hall which it is leasing or to let or sublet it out without Beurs van Berlage's written consent.

11. When leaving the building after using it (or after any guests have done so or otherwise), the client shall have a duty to avoid making any unnecessary noise so as to limit any nuisance as far as possible.

12. The client may not use any other area within the building or at any time other than that to which their rental agreement pertains. Should that nevertheless occur, charges equivalent to no less than the normal rental shall be charged.

13. The client shall have a duty to accept supervisors, toilet personnel and/or cloakroom staff – the number thereof as Beurs van Berlage may deem necessary – from half an hour prior to the arrival of any guests and/or visitors until half an hour after their departure, and to pay them the applicable hourly rate. Beurs van Berlage shall at all times be entitled to deploy a larger number of porters, toilet personnel and/or cloakroom staff than estimated for the purposes of staging an event, and to levy any additional charges pursuant to this.

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14.

The client shall have a duty to grant free admission to the managers of the building employed by or acting on behalf of Beurs van Berlage at any time.

15.

Smoking shall not be permitted on the premises and/or in the building.

16.

Upon the expiry of the term of the rent the client shall be required to hand over the hall(s) in the condition in which it found them, cleanly swept with all of the materials which it has used removed, including any waste. Should the client fail to comply with the provisions of this article, it shall be charged for the actual costs involved in cleaning and tidying up.

## Article 10. Regular partners/suppliers

1.

Beurs van Berlage shall provide exclusive services in the building in relation to outfitting, lighting, sound, audio-visual equipment, staff, culinary facilities and conference services and hotelbookings

2.

In the event that Beurs van Berlage does not itself provide the aforementioned services or not all of them, it may make use of a number of regular suppliers. Other suppliers shall not be permitted other than with explicit, written consent. The aforementioned suppliers are as follows:

- for lighting and rigging: Ampco Flashlight Rental BV, Utrecht;
- for sound and audio-visual equipment: Faber Audiovisuals BV, Sint Annaparochie;
- for culinary facilities: Beurs van Berlage Café BV, Amsterdam e/o Maison van den Boer BV, Veghel;
- for supervisory staff: Alliance Security & Risk Control, Amsterdam;
- for the internet and WiFi: H&S Computerservices.

3.

In all cases Beurs van Berlage shall charge a handling fee.

4.

In the event that any supplier other than those mentioned above is admitted by way of an exception with Beurs van Berlage's explicit consent, 25% of the official fees charged by that supplier excluding any discount shall be paid to Beurs van Berlage.

## Article 11. The use of the listed building

1.

The client shall at all times be required to heed any directions issued by Beurs van Berlage staff in relation to the use of the hall(s) that it has rented.

2.

If the client wishes to arrange the premises other than as they are provided, it shall be required to present a detailed plan to Beurs van Berlage for the latter's approval by no later than three (3) weeks before the event commences. In the event that conditions are stipulated pursuant to any directions issued by the fire service, the client shall be entirely liable for any costs incurred for that purpose. Should the client arrange a hall other than in accordance with such detailed plan, Beurs van Berlage shall be entitled to stop the event without being in any way liable for compensation.

3.

Nailing, drilling, adhering, fitting or stapling in or on the premises shall be prohibited at all times, unless Beurs van

Berlage consents to this in writing and approves any materials which are to be fitted beforehand.

4.

No emergency exit in the building may be blocked and the fire-extinguishing equipment must be and remain accessible at all times.

5.

The presence or use of an open fire, fireworks, gas bottles, confetti, balloons, rice and other scattering materials shall at all times be prohibited, unless Beurs van Berlage explicitly consents to this in writing and additional security measures are adopted.

6.

The use of smoke machines and other smoke effects is prohibited unless permitted in writing.

7.

No sound or music in excess of 60 D(B) may be produced at source within the entire building between midnight and 5 pm. Between 5 pm and midnight no sound or music may be produced which exceeds 90 D(B) at source.

8.

Beurs van Berlage has not examined whether the premises are suitable for any event which the client wishes to organise and shall only have a duty to inform the client of any defects of which it is aware and which it knows will not detract from their suitability.

9.

The client shall be required to comply with the maximum permitted number of guests stipulated by Beurs van Berlage in the case of any hall that is rented. This shall depend on the nature of the activities and the furnishings and fittings, and Beurs van Berlage shall determine it in each case at a later stage.

## Article 12: Right of retention

1.

Beurs van Berlage has a right of retention in respect of goods, parts thereof, moneys and documents it has possession or custody of in connection with the agreement until the moment the client has paid what he owes to Beurs van Berlage under the agreement, unless the client has provided sufficient alternative security to anyone who demands surrender thereof.

2.

Beurs van Berlage can also exercise this right of retention for what the client owes under other agreements between the parties.

3.

Beurs van Berlage has the right, for reasons of its own, to make a payment obligation immediately due and payable. The fact that a payment term has not expired does not affect this right.

4.

Any creditor's default does not affect this right of retention, unless it has been established irrevocably, in the main action and on appeal that Beurs van Berlage has failed to perform the agreement. Beurs van Berlage can also exercise this right of retention.

5.

Beurs van Berlage can exercise this right of retention in the event that any dispute about this agreement was brought with the court..



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## In conclusion

1.

In the event that the parties require the amendment of and/or an addendum to any provision of the agreement after it has been signed, this must be effected in writing.

2.

The client should note that the municipality of Amsterdam has rules governing parking, loading, unloading and the weight and length of lorries. Beurs van Berlage shall not be liable for any penalty, fine and so forth in this respect.

3.

The client and its guests shall be subject to all measures, internal regulations, health, safety, fire and general security regulations, the applicable legislation and regulations, de uniform conditions of the hotel and catering industry Netherlands and the general terms and conditions governing visitors (drawn up by the Schouwburg and Concertgebouw executive boards).

4.

On all services and deliveries, our privacy policy is applicable. (see our website)

A copy of these general terms and conditions shall always be provided when an agreement is handed over and is also available for inspection at the Amsterdam Chamber of Commerce. These general terms and conditions may also be viewed on our website.