

## General Terms and Conditions of Amsterdam Conference Centre Beurs van Berlage Conference Services

These general terms and conditions – which may be amended from time to time – relate to all services that are provided directly or indirectly (via Beurs van Berlage Conference Services Partners, Suppliers or Distributors) online, via mobile devices, by e-mail or by telephone. By visiting the Beurs van Berlage Conference Services desktop or mobile website, consulting the pages, using them and/or making a reservation via any platform (referred to below as the ‘website’), you acknowledge and agree that you have read, understood and accept the following general terms and conditions (including the privacy statement). These pages, their content and infrastructure, and the online accommodation and other reservation services of the website, are managed and provided to you by Beurs van Berlage Conference Services and are provided solely for your personal, non-commercial use, on the following conditions.

### Article 1. Definitions

**Beurs van Berlage Conference Services:** is the business unit of Beurs van Berlage C.V., the operator of the Beurs van Berlage, located at Damrak 243, 1012 ZJ Amsterdam, which acts as an intermediary on the instructions of the Organiser and for the guests of the Organiser in making hotel reservations, registering participants, creating social programmes, etc.

**Organiser:** the client, principal of Beurs van Berlage C.V. that wishes to make use of the intermediary services of Beurs van Berlage Conference Services for its guests.

**Platform:** the desktop or mobile website and/or app where the Services are available, owned, controlled, managed, maintained and/or hosted by Beurs van Berlage Conference Services.

**Services:** or the provision of a service or services, entails the online reservation service (including facilitating payments) of various products and services that are provided from time to time by Suppliers on the Platform.

**Supplier:** or partners or distributors are the providers of accommodation (e.g. hotels), amusement and other parks, attractions, museums, sightseeing tours, cruises, train and bus trips, transfers, tour operators, insurance, and any other travel or related product or services that is also made available for reservation from time to time on the Platform.

**Guests:** or visitors or participants are the guests of the Organiser who come to an event or gathering at Beurs van Berlage, wish to make use of the Services and have agreed to the conditions for purchasing Services.

### Article 2. Scope of the services

Via the Platform, Beurs van Berlage Conference Services (and the suppliers and affiliated distribution and other partners that it cooperates with) provides an online platform where Suppliers can offer and promote their products and services for reservation, and where visitors to the Platform can make such reservations (namely the reservation service). If you make a reservation via Beurs van Berlage Conference Services, you are entering into a contractually binding relationship with the Supplier you make the reservation with, or from which you purchase a product or service (as applicable). From the moment that you make the reservation, Beurs van Berlage Conference Services functions solely as an intermediary between you and the Supplier. Beurs van Berlage Conference Services will send your reservation details to the relevant Supplier(s) and Beurs van Berlage Conference Services will send you a confirmation e-mail for your own use and on behalf of the Supplier. The information that Beurs van Berlage Conference Services releases when it provides its Services is based on the information that is provided to it by the Suppliers. The Suppliers are therefore given access to the Platform and are responsible for checking that rates, availability and other information are displayed correctly on the Platform. Although Beurs van Berlage Conference

Services pays a lot of attention and takes great care in providing its Services, it does not verify information and cannot be held liable for any error whatsoever (including obvious and typographical errors), any interruption whatsoever, regardless of whether this is due to temporary, partial and/or other defects, repairs, upgrades or maintenance of our Platform or for some other reason, inaccurate, misleading or otherwise untrue information, or a lack of information. Each Supplier itself is at all times responsible for the accuracy, completeness and correctness of the descriptive and other information (including rates and availability) that is displayed on the Platform. The Platform is not – and also should not be regarded as – a recommendation or approval of the quality, service level, classification or number of stars of any Supplier (or its facilities, location, products or services) that are made available. The Services of Beurs van Berlage Conference Services are provided solely for personal and non-commercial use. Reselling, extracting (e.g. by using a spider or scraping), reproducing, deep linking, using, copying, displaying or downloading any detailed or other information, software, reservations, tickets, products or services whatsoever that are offered on the Platform for any commercial or competitive purpose or activity is therefore not permitted.

### Article 3. Prices/rates

The prices on our Platform are very competitive. Room prices apply per room for the entire stay. Prices are shown inclusive of VAT and taxes, unless otherwise stated on the Platform or in the confirmation e-mail. Ticket prices apply per person or group and are subject to the validity period stated on the ticket, if applicable. The Supplier may charge the applicable surcharges and taxes in case of costs for a no-show or cancellation. Cheaper rates are sometimes available via the Platform or other channels for a specific accommodation, product or service. However, special conditions and restrictions may apply to these prices as made available by the Suppliers. You should read the relevant product, service and reservation conditions carefully for such conditions before making a reservation. Manifest mistakes and printing or other errors are not binding. All special offers and promotions are indicated as such.

### Article 4. Privacy and cookies

Beurs van Berlage Conference Services respects your privacy. You can read more about this in the Privacy conditions and cookies policy of Beurs van Berlage C.V.

### Article 5. Paying by credit card or via your bank

If applicable and available, certain Suppliers provide the opportunity to pay reservations – in whole or in part, as required in their payment conditions – directly to them during the booking process, by means of a secure online payment (insofar as this is supported by your bank). Beurs van Berlage Conference Services facilitates payments for you and on behalf of the Supplier for certain products and services (Beurs van Berlage Conference Services will never act or function as the seller). This payment is processed securely by a third party and transferred directly from your credit/debit card or bank account to the accommodation provider's bank account. A payment facilitated by Beurs van Berlage Conference Services for and on behalf of, and transferred to the Supplier will in each case constitute a payment of all or part of the booking price by you for the relevant product or service that is reflected in the final settlement (payment in discharge of an obligation) of such a full or partial due and payable price, and you will not be able to reclaim such amounts once paid. Bear in mind that for some rates or special offers, nonrefundable and otherwise, the Supplier may require advance payment by means of an electronic bank transfer (if available) or by credit card, and that your credit card will therefore be pre-authorised or costs will be charged (sometimes without the possibility of a refund) when the reservation is made and confirmed. Make sure that you read the reservation and other details of the product or service of your choice carefully for such conditions before making your reservation. You cannot hold Beurs van Berlage Conference

Services responsible or liable for any costs – whether authorised, unauthorised (reportedly or otherwise) or incorrect – that are charged by the Supplier, and further cannot claim or reclaim any valid or authorised costs that the Supplier charges to your credit card (including advance payments, no-show fees and applicable cancellation costs). In case of credit card fraud or the unauthorised use of your credit card by a third party, most banks and credit card organisations bear the risk and will cover all costs arising from such fraud or misuse. You will sometimes be charged what is known as an excess for this purpose (normally EUR 50 or the equivalent in your local currency). If your credit card company or bank charges this excess because of unauthorised transactions relating to a reservation made via our Platform, Beurs van Berlage Conference Services will reimburse this excess up to a total amount of EUR 50 (or the equivalent in your local currency). In order to be compensated, you must report the fraud to your credit card company (in accordance with their specified procedures and notification rules) and immediately inform us by e-mail (services@beursvanberlage.com). Please specify 'credit card fraud' in your e-mail subject line and send us proof of the charged excess (e.g. the conditions of the credit card company). This compensation relates solely to credit card reservations that have been made via the secured server of Beurs van Berlage Conference Services and where unauthorised use of your credit card has arisen through our fault or negligence.

#### **Article 6. Delivery conditions of the Supplier, including advance payment, cancellations and no-shows**

By making a reservation with a Supplier, you agree to the Supplier's delivery conditions and all its additional delivery or internal conditions that could apply to your reservation or accommodation. (The delivery conditions can be obtained from the supplier concerned). The general cancellation and no-show conditions of each Supplier are available on our Platform on the Supplier's information pages. Bear in mind that certain rates or special offers cannot be changed or cancelled. The Supplier may charge the applicable surcharges and taxes in case of a no-show or cancellation. Make sure that you read the reservation and other details of the product or service of your choice carefully for such conditions before making your reservation. Note: the Supplier may cancel a reservation that requires a full or partial payment or deposit, without any prior notice or warning, insofar as the amount(s) or remaining amount(s) concerned cannot be collected on the relevant payment date that corresponds with the Supplier's payment conditions and the reservation. The conditions for cancellation and advance payment may differ for each room type. Beurs van Berlage Conference Services requests that you read all conditions and information in your reservation confirmation carefully, as these may include additional conditions that the Supplier could apply. Overdue payment, incorrect bank, bank card or credit card details, an invalid credit card/debit card, or an insufficient credit balance on your card are all at your own expense and risk. You are not entitled to any refund of an advance payment amount, whether or not described as non-refundable, unless the Supplier agrees to the refund or stipulates this in the advance payment and cancellation conditions. In order to view, alter or cancel your reservation, Beurs van Berlage Conference Services refers you to your confirmation e-mail, which contains the relevant instructions. Bear in mind that costs can be charged for your cancellation and that advance payments will possibly not be refunded if this corresponds with the Supplier's cancellation, advance payment and no-show conditions. Beurs van Berlage Conference Services recommends that you read the Supplier's cancellation, advance payment and no-show conditions carefully before making your reservation. You should also not forget to make payment on time, if this is required. If you will be arriving late or are delayed on the check-in date, or will only be arriving the next day, make sure that you communicate this in good time directly to the Supplier, so they know what time to expect you and you avoid a cancellation of your reservation or costs for a no-show. If necessary, Beurs van Berlage Conference Services can assist you

in informing the Supplier. Beurs van Berlage Conference Services does not accept any liability or responsibility for the consequences of your late arrival or cancellation, or for any no-show costs charged by the Supplier.

#### **Article 7. Further correspondence and communication**

When completing a reservation, you agree that:

1. you will be sent an e-mail shortly before your arrival date with information about your destination and certain information and offers (including third-party offers if you actively registered for this information) that are relevant to your reservation and destination;
2. you will be sent an e-mail shortly after your stay in the accommodation in which you will be invited to complete the guest review form. Consult our privacy and cookie policy for more information on how Beurs van Berlage Conference Services can contact you.

Beurs van Berlage Conference Services does not accept any liability or responsibility for any communication with the Supplier on or via its Platform. You cannot derive any rights from requests to, or communication with the Supplier, or from any form of a confirmation of receipt of any message or request. Beurs van Berlage Conference Services cannot guarantee that any request or message has been received/read, complied with, implemented or accepted, properly or on time, by the Supplier.

You must use your correct e-mail address in order to be able to properly complete and secure your reservation. Beurs van Berlage Conference Services is not responsible or liable for incorrectly entered e-mail addresses or erroneous telephone or credit card numbers (and is not obliged to verify these details).

Any claim or complaint directed against Beurs van Berlage Conference Services or in relation to the Service must be submitted as soon as possible, although no later than 30 days after the planned day of use of the product or service (e.g. check-out date) in any case. Any claim or complaint that is submitted after the 30-day period may be refused and the claimant will forfeit his/her right to compensation (of damage or costs).

Because of continuous updates and alterations to prices and availability, Beurs van Berlage Conference Services strongly recommends that you take screenshots when making your reservation in order to support your position (if necessary).

#### **Article 8. Programme for recommended Suppliers, classification and guest reviews**

Beurs van Berlage Conference Services offers a programme for recommended Suppliers. Suppliers that have entered into a cooperation agreement and thus comply with and enforce the related conditions will be displayed first on the Platform. The classification (stars) used by Suppliers may differ from classifications or star descriptions that you are accustomed to or that could be used in your country or region. The ranking or presentation on the platform of the other Suppliers is delivered by Expedia. Beurs van Berlage Conference Services is not responsible for how that portion of the Platform is presented. This portion of the Platform is solely intended to inform guests of the most complete offering of products and services. The completed guest review can

1. be uploaded to the page of the relevant Supplier on our Platform for the purpose of informing existing and future customers of your opinion of the Supplier's level of service and quality.
2. it may also be used, in whole or in part, by Beurs van Berlage Conference Services at its discretion (e.g. for marketing, advertising or improving Beurs van Berlage Conference Services) on our Platform or similar platforms for social media, newsletters, special offers, apps or other channels that are owned, presented, used or managed by Beurs van Berlage Conference Services. Beurs van Berlage Conference Services reserves the right to alter, reject or remove reviews at its own discretion. The guest review form ought to be regarded as a

questionnaire and does not involve any further commercial offers, invitations or special bonuses.

#### **Article 9. Disclaimer**

Subject to the restrictions as set out in these general terms and conditions and to the greatest extent permissible by law, Beurs van Berlage will be liable solely for direct damage or loss that you have actually incurred, paid or suffered because of a demonstrable failure to perform obligations relating to its Services, capped at the total amount of the combined costs of your reservation as set out in the confirmation e-mail (for one incident or a series of related incidents). However, Beurs van Berlage Conference Services or any involved employees, subsidiaries, affiliated companies, distributors, affiliated distribution partners, licensees, intermediaries or others involved in creating, sponsoring, promoting or otherwise making the website and its content available will, to the greatest extent permissible by law, not be liable for:

1. any compensation of a punitive nature, special, indirect or resultant losses or damage, loss of production, loss of profits, loss of income, loss of contracts, damage to or loss of goodwill or reputation, loss of any form of claims whatsoever;
2. any inaccuracies in descriptive or other information (including prices, availability and classification) of the Suppliers that are available via our Platform;
3. the services or products that the Supplier or another business partner provides;
4. any direct or indirect damage, loss or costs arising from or because of compensation that you have suffered or paid, whether these arise from legal activities, are the result, arise from or are connected to the use, inability to use or delay of our Platform;
5. any personal injury, death, material damage or other direct, indirect or special damage, loss or costs arising from or because of compensation that you have suffered or paid, whether these arise from legal activities, errors, contraventions, gross negligence, wilful misconduct, omissions, a failure to perform, misrepresentation, an unlawful act or strict liability by or that can be attributed, in whole or in part, to the Supplier or any other business partner (employees, directors, managers, agents, representatives or affiliated companies), whose services are directly or indirectly available, are offered or promoted, including any full or partial cancellation, overbooking, strike, force majeure, or any other event whatsoever that is beyond the control of Beurs van Berlage Conference Services. You agree that the Supplier is at all times responsible for the remittance, collection, deduction and payment of the applicable taxes on the total room price to the relevant tax authorities, regardless of whether the Supplier has charged these costs for your room, product or service, or that Beurs van Berlage Conference Services is the party that facilitates payment of the room/reservation price. Beurs van Berlage Conference Services is not liable or responsible for remitting, collecting, deducting or paying the applicable taxes on the room/reservation price to the relevant tax authorities. Beurs van Berlage Conference Services will never act or function as a seller for any product or service on the Platform.

#### **Article 10. Intellectual property rights**

The software required for the Services of Beurs van Berlage Conference Services is on, or used by, our Platform and the intellectual property (including the copyright) of the content, information and material on our Platform belongs to Beurs van Berlage Conference Services, its suppliers or providers, unless stated otherwise. Beurs van Berlage Conference Services holds the exclusive right to all rights (including all intellectual property rights), names and interests in and to the Platform on which the service is provided, including the 'look and feel' and infrastructure of the Platform, guest reviews and translated texts, and you are not entitled to copy, scrape, use hyperlinks, deep links or any other links, publish, promote, trade in, integrate, apply, combine or

otherwise use either the content (including any translations and guest reviews) or our trademark without the express and written consent of Beurs van Berlage Conference Services. To the extent that you use or combine all or part of the Beurs van Berlage Conference Services content (including any translations and guest reviews), or hold any intellectual property rights to the Platform, its content, any translations of that content or guest reviews, you hereby assign, transfer and establish all such intellectual property rights to and in favour of Beurs van Berlage Conference Services. Any unlawful use or any of the aforementioned actions or conduct constitutes a serious infringement of Beurs van Berlage Conference Services' intellectual property rights (including copyright and databank rights).

#### **Article 11. Miscellaneous**

Insofar as permitted by Beurs van Berlage Conference Services, these general terms and conditions and the provision of its Services will be governed by and interpreted in accordance with Dutch law. Any disputes that arise from these general terms and conditions and the Services of Beurs van Berlage Conference Services are to be submitted solely to the competent court in Amsterdam, the Netherlands. The original Dutch version of these terms and conditions may be translated into other languages. This is a service; the translated version is unofficial. If there is any dispute or discrepancy between the Dutch version and a translation of these terms and conditions, the Dutch version will apply as the definitive version to the greatest permissible extent. You cannot derive any rights from the translated version. The Dutch version of the terms and conditions is available on our Platform. In order to read this, select 'Dutch' in the language menu at the top. The English version can be sent to you if you submit a written request for this purpose. If any provision of these terms and conditions is invalid or cancelled, you will remain bound by the other provisions of these terms and conditions. In such a case, the invalid or cancelled provisions will be replaced by provisions that are binding and that approximate the previously applicable provision that is invalid or has been cancelled as closely as possible.

#### **Article 12. About Beurs van Berlage Conference Services.**

The online reservation service is provided by Beurs van Berlage Conference Services, a business unit of Beurs van Berlage CV, acting on behalf of Beurs van Berlage Exploitatie BV, all with registered offices at Damrak 277, Amsterdam. The business is listed with the Commercial Register of the Chamber of Commerce under number 34307368. Our VAT number is 819717150B01

Amsterdam, 21 March 2017