

## **1. Definitions**

### **1.1 Meetables**

Meetables VOF, Specialist in rental and consultancy of extraordinary, small scale meeting and event venues. Chamber of Commerce 77541448, VAT no. NL861040430B01. Partner venues are independently operating venues offered through Meetables.

### **1.2 Host**

The party affiliated with Meetables (usually operator or owner of the venue) who, possibly through mediation of Meetables, enters into an agreement with the Client. Host is responsible for the execution of the agreement.

### **1.3 Location.**

The space(s) provided by Landlord as part of the Agreement.

### **1.4 Client**

The legal entity or company that enters into an agreement with Landlord. If a natural person acts on behalf of a legal entity or company, it is assumed that he/she is authorized and that the legal entity remains liable. In case of doubt, a written confirmation may be required.

### **1.5 User**

The natural person to whom one or more services are to be provided under the contract. Sometimes "Client or User" means both, unless otherwise apparent from the context.

### **1.6 Services.**

The rental and facilitation of meeting rooms, catering and other arrangements as agreed upon between Landlord and Client.

### **1.7 Agreement.**

The agreement established in writing for the rental of location and services to be performed. Instead of the term agreement, the term reservation or assignment is also used in the general terms and conditions.

### **1.8 Reservation Value.**

The value of the agreement between the Client and the Landlord, which is equal to the Landlord's total expected turnover ex VAT, based on the usual rates and cost structure of the location in question. Taking into account other costs such as personnel and subsequent calculations.

### **1.9 Cancellation.**

The written notice by Client or Landlord not to take/deliver agreed services in whole or in part.

## **2. Applicability**

These conditions apply to every quotation, order and agreement, unless otherwise agreed in writing. Failure to (immediately) enforce any provision does not constitute a waiver of rights.

## **3. Establishment**

A contract will be established only after the offer has been confirmed in writing by the Client in MICE's online environment or otherwise.

## **4. Quotations and Rates**

Quotes are valid for 5 days and can be accepted digitally or in writing. Rates are exclusive of VAT and any additional costs. Quotations are always subject to possible price changes, should the situation warrant it. If circumstances change, adjustments to the agreement can be made in consultation. Unilateral changes by either party may invalidate the agreement.

## **5. Force Majeure**

In the event of force majeure - which in any case includes (technical) failures, staff illness, unforeseen construction or maintenance work that has a direct impact on the Leased Premises, suppliers who are unable to deliver on time, pandemics, government measures, and other external circumstances beyond the Landlord's control - the Landlord shall be entitled to suspend or dissolve the agreement in writing without being liable for damages.

The parties additionally agree that, in addition to the cases mentioned above, force majeure also includes:

Business economic circumstances on the part of the Lessor, insofar as they were not reasonably foreseeable at the time the agreement was entered into and reasonably make continuation of the operation of the site impossible

The sale or (sub)lease of the premises, insofar as it was not reasonably foreseeable at the time the contract was concluded and

continuation of the contract cannot reasonably be required of the Landlord.

## **6. Site use & responsibilities.**

### **6.1**

Customer and User are only entitled to grant access to persons belonging to the reserved group whose access is permitted in accordance with the Agreement. It is not permitted to give unauthorized persons or unauthorized access to the Location, unless Landlord has given prior written permission. Customer is fully responsible and liable for all persons it grants access to the Location, regardless of whether such persons are part of Customer's business. If it appears that unauthorized persons have gained access without prior permission from Landlord, Landlord reserves the right to:

Immediately deny access to the persons concerned and/or terminate the booking immediately, without entitlement to a refund.

Charge additional fees, such as for damage, extra cleaning or security.

Deny access to future bookings if repeated violations occur. Landlord shall not be liable for any damages or incidents resulting from unauthorized access granted by Client or User.

### **6.2**

No smoking is allowed in the Venue. No flammable substances or other high-risk items are allowed.

### **6.3**

Landlord values a good relationship with local residents. User should avoid nuisance to the neighborhood.

### **6.4**

User shall leave the reserved Location as accepted upon commencement. User is expected to use Location, equipment, furniture and other fixtures in the manner intended. User is liable for damage to the space, equipment and furnishings, unless such damage is the result of normal wear and tear of use. Normal wear and tear means minimal, non-functional damage that inevitably occurs through regular use. The assessment of this lies with Landlord. Any damage will be reported by Landlord in writing, whereby User may object in writing within 7 days.

### **6.5**

At the Location it is not permitted to bring your own catering such as food & beverages. The Lessor will offer the User its own catering services and in this way ensures that the quality and service of the Location is maintained. Unless expressly agreed with the Location that this may be deviated from.

### **6.6**

User is responsible for properly locking the reserved space after use. This includes, but is not limited to:

Closing windows and doors.

Emergency exits and other entrances must remain clear.

Failure to perform actions that compromise the safety of the space or building.

If User fails to properly lock the space and as a result damage, burglary or other incidents occur, Client is liable for the resulting damages and costs.

Landlord performs standard inspection of locked spaces, but is not liable for damages resulting from User's negligence in properly locking the space.

## **7. Reservations & Cancellations.**

### **7.1**

The use of the Location with associated services can be optioned by the Customer. The option remains valid for 5 days after the date of the quotation issued for that purpose.

Thereafter the option will lapse. Should Customer wish to keep the option longer, this must be indicated by e-mail and approved by Landlord. Without extension of the option, the option will expire and other interested parties can place an option or reservation under the same conditions before that date.

### **7.2**

An option is converted into a final reservation when the offer is digitally approved by Client through the online booking system or if not possible, this will be done by email or signed returned offer. Client will receive a final confirmation by email.

### **7.3 Changes in the number of persons**

The number of persons for one-day meetings can be adjusted downward at no charge up to a maximum of 7 days prior to booking, with a maximum of; and the number of persons for a multi-day meeting can be adjusted downward at no charge up to a maximum of 14 days prior to booking, with a maximum of:

30% of the original number in the agreement for groups of up to 12 people.

20% of the original number in the agreement for groups of 13 to 25 people.

10% of the original number in the agreement for groups of 25 people or more.

### **7.4 Cancellation Policy.**

#### **Cancellation of the entire booking**

Up to 90 days before the date booked, there is no charge.

89 to 60 days before the date booked → 25% of the total reservation value will be charged.

59 to 31 days before the date booked → 50% of the total reservation value will be charged.

30 to 15 days before the booked date → 75% of the total reservation value will be charged.

14 days or less before the date booked → 100% of the total reservation value will be charged.

#### **Cancellation of parts of the booking**

In case of cancellation of specific parts of the program (e.g. an overnight stay, lunch, dinner or an activity), the same cancellation conditions apply as for the entire booking.

Any savings on variable costs will be assessed on a case-by-case basis, but do not guarantee a reduction in the invoice amount.

#### **Deposit**

In the event of cancellation, any cancellation fees will first be deducted from the deposit. Any price differences between the original date and the new date will be passed on.

#### **Other provisions**

Cancellations and changes must always be made in writing to be valid.

A change in the date of the booking is considered a cancellation and a new

reservation, unless it meets the conditions under Article 5.

### **8. Billing and Payments**

#### **8.1**

Payment must be made within 14 days of the invoice date, in a manner to be specified by Landlord in Euros.

#### **8.2**

The invoice will be prepared the day after the booked date and sent digitally. The payment term is 14 days after the invoice date. If possible, payment can be made by credit card on location afterwards. This should be indicated in advance. A fee may be charged for this to offset the remittance.

#### **8.3**

For gatherings from €3,000.00 onwards, the Lessor may send a down payment invoice based on 50% of the reservation value ex VAT. A down payment invoice must be paid within 14 days of the invoice date. In case a meeting is booked less than 14 days in advance, the down payment invoice must be paid within 10 days prior to the booking, without any discount or offsets. In case of a last minute booking (less than 10 days), no deposit invoice will be sent.

#### **8.4**

If the specified payment terms are exceeded, the Landlord shall be entitled to charge statutory interest. The interest on the amount due will be calculated from the time the Client is in default until the moment of payment of the full amount due.

#### **8.5**

Objections to the amount of the invoice do not suspend the payment obligation unless the Client objects in writing within 5 days of the invoice date. Landlord will assess the objection within a reasonable time, but Client remains bound to timely payment of the undisputed part of the invoice.

#### **8.6**

If the Client is in default or omission in the (timely) fulfillment of his/her obligations, all reasonable costs incurred to obtain satisfaction out of court shall be borne by the Client. Extrajudicial costs shall be calculated on the

basis of what is customary in Dutch collection practice.

### **8.7**

Information Client regarding purchasing procedures that are necessary for correct invoicing must be provided in writing to Landlord prior to the meeting.

### **8.8**

Invoices will be sent in the name of Landlord and must be paid directly to Landlord at the bank account number as stated on the invoice. Invoices are sent exclusively to and must be paid by the legal entity or company. The natural person placing the reservation is not personally liable, unless otherwise agreed.

## **9. Complaints**

### **9.1**

User is obliged to check the space immediately after occupancy and report any visible imperfections, damages and/or deviations to the space. Complaints during the use of the space or facilities should also be reported immediately.

### **9.2**

Landlord shall make every effort to remedy such complaints as soon as possible so that the User may occupy or continue use of the space and facilities. Complaints regarding the condition or defects, flaws or other imperfections Landlord will take up immediately.

### **9.3**

Other complaints regarding Location or Landlord's facilities or services must be reported to Landlord in writing immediately upon discovery - but no later than within 7 days - after use of the space.

### **9.4**

In the event of a justified complaint, the Landlord will offer the User the opportunity to use the reserved dayparts at another time.

### **9.5**

If a complaint is not communicated to Landlord within the preceding stated time period, the space shall be deemed to have been put into use in good condition and to be in accordance with the agreement and Landlord's facilities and/or services shall be deemed to have been

delivered and/or performed in accordance with the agreement

## **10. Liability**

### **10.1**

Landlord is only liable for direct damages resulting from attributable failure.

### **10.2**

Liability is limited to the reservation value of the service in question.

### **10.3**

Landlord shall not be liable for consequential damages, such as lost profits, delay damages or injuries.

### **10.4**

Loss, damage or theft of property of the User or third parties is excluded from liability. Client and User are themselves responsible for property, means of access (keys, badges, codes) and confidential information. Loss of or damage to these is at their own risk, unless there is gross negligence on the part of the Landlord.

### **10.5**

Dietary requirements will be met to the best of our ability, but Landlord will only be liable in cases of gross negligence.

### **10.6**

Use of location and facilities is at your own risk.

### **10.7**

While using the space, User is responsible for safely storing, keeping and adequately protecting his/her own (confidential and/or business) information or that of his/her business associates/clients/guests.

### **10.8**

Entering the venue is entirely at your own risk. Landlord is not liable for physical damage to participants.

**11. Confidentiality**

Landlord does not share confidential information without necessity. Landlord reasonably protects data, but is not liable for cyber incidents.

**12. Applicable law**

Dutch law shall apply. Disputes will be submitted to the court of the Landlord's place of business, unless otherwise agreed.