

**GENERAL TERMS AND CONDITIONS**  
**JAARBEURS**  
**RENTAL CONFERENCE AND MEETING ROOMS**

*February, 2017*

## **GENERAL TERMS AND CONDITIONS JAARBEURS**

### **RENTAL CONFERENCE AND MEETING ROOMS**

#### **I GENERAL**

##### **Article 1 Definitions**

In these General Terms and Conditions the terms used will be defined as follows unless otherwise agreed in writing.

1. **Accommodation:** the space located in the Beatrix building, the Beatrix Theatre, Media Plaza, the halls or any other location of Jaarbeurs and other facilities as defined in the Contract.
2. **Accommodation regulations:** Jaarbeurs' house rules that apply to anyone to be found for whatever reason on the Jaarbeurs premises and which therefore form an inseparable part of and apply to all Contracts between Jaarbeurs and the Contractor.
3. **Activity:** the conference, meeting, event or any other activity that is the subject of a Contract.
4. **Contract:** the Contract between the Contractor and Jaarbeurs that arises by Jaarbeurs' forwarding the final confirmation containing the essential data (rental period, rental fee, etcetera) regarding the Accommodation as well as these General Terms and Conditions and the Accommodation Regulations and any further written Contracts between Jaarbeurs and the Contractor regarding the rental of one or several space(s) and/or additional facilities.
5. **Contractor:** the natural and/or legal person entering into a Contract with Jaarbeurs.
6. **General Terms and Conditions Rental Conference and Meeting Rooms:** these general terms and conditions, which form an inseparable part of and apply to all Contracts between Jaarbeurs and the Contractor regarding space for an Activity and the attendant Jaarbeurs facilities. Variations from these general terms and conditions are possible only if expressly confirmed in writing by Jaarbeurs. The applicability of any general terms and conditions used by the Contractor is hereby expressly excluded.
7. **Guaranteed number:** the number of expected Guests as specified by the Contractor.
8. **Guests:** the number of participants attending an Activity to be organised by the Contractor at Jaarbeurs.
9. **Jaarbeurs:** the private company Jaarbeurs B.V., having its registered office and place of business at Jaarbeursplein in Utrecht and/or one or several of its subsidiaries.
10. **Jaarbeurs Option confirmation:** a provisional reservation for the rental of one or more space(s) and/or additional facilities for a specific period. As long as no Contract has been made with the Contractor Jaarbeurs has the right to withdraw the Option Confirmation at all times.
11. **Quotation:** the quotation submitted by Jaarbeurs further to a request by the Contractor for the rental of one or several space(s) and/or additional facilities for a specific period. A quotation is always without obligation and will not be binding on Jaarbeurs.
12. **Rental period:** the dates and times specified in the Contract on which the rental of the Accommodation begins and ends.

13. Reservation Value: the rental fee agreed in the Contract between the Contractor and Jaarbeurs plus the fees agreed for catering and other facilities.

#### **Article 2 The Accommodation**

1. The Accommodation only includes the space(s) described in the Contract plus the facilities mentioned. The central entrance area, the other publicly accessible spaces and Jaarbeurs's outside premises are not included in the Accommodation. The ticket gate, registration and/or reception should therefore be located in the Accommodation.
2. Except with the written consent of Jaarbeurs the Contractor may not:
  - a) Use the Accommodation for any purpose other than set out in the Contract;
  - b) Sub-lease the Accommodation or otherwise transfer the rights and obligations arising from the Contract to third parties.

#### **Article 3 Terms of Payment**

1. The rental fee and other additional costs must be paid without any discount or set-off by the due dates specified in Jaarbeurs's invoice at the latest and if no due dates are mentioned within fourteen (14) days of invoice.
2. Failing payment (in full) within the term set in Article 3.1 the Contractor will be in default by operation of the law and Jaarbeurs will have the right, without any notice of default being required:
  - a) To suspend its obligations under the Contract and to collect the amounts due and to collect all judicial as well as extrajudicial costs. The extrajudicial costs of collection are hereby set at 15% of the outstanding amount; or
  - b) To dissolve the Contract by means of a written statement. In that event the Contractor will be required to pay compensation equalling the Reservation Value increased by interest at the statutory trade interest as from the final payment date of the invoice as set out in paragraph 1 of this Article without prejudice to Jaarbeurs' right to demand additional compensation.
3. By way of additional security for performance of the Contractor's obligations under the Contract Jaarbeurs has the right at all times to demand a deposit of the Contractor. Jaarbeurs has the right to recover all the claims it has or will have against the Contractor under the Contract from the deposit to the extent possible, without any notice of default or judicial intervention being required.

#### **Article 4 Acceptance and Vacation of the Accommodation**

1. The Contractor accepts the Accommodation in the condition in which it is upon commencement of the Contract. Any defects established upon expiry of the Rental Period will be deemed to have arisen during the Rental Period unless the Contractor has notified Jaarbeurs of such defects upon commencement of the use.
2. The Contractor may not make any changes or additions to the Accommodation without Jaarbeurs's express written consent.

3. Vacation/Dismantling of the Accommodation must be completed by the date and time specified in the Contract at the latest. The Accommodation must be vacated entirely and be delivered clean and in the state as it was made available. In the event of non-completion or inadequate completion by the time referred to above Jaarbeurs has the right to take the necessary measures at the expense of the Contractor.
4. Any damage to the Accommodation during the Rental Period, insofar as not caused by Jaarbeurs, will be repaired by Jaarbeurs at the expense of the Contractor.

#### **Article 5 Public Order Provisions**

1. The Contractor must at all times grant access to the Accommodation to Jaarbeurs personnel and/or parties authorised by Jaarbeurs.
2. The Contractor must duly comply with all regulations set by the Municipality of Utrecht, the Fire Department and/or other authorities with regard to the Accommodation, the Rental Period and/or the Activity.
3. Jaarbeurs reserves the right at all times to give mandatory instructions to the Contractor if deemed advisable by the fire department, the police or Jaarbeurs in the interest of (public) order and safety. Measures to be taken by Jaarbeurs include the denial of access to the Contractor (and/or its Guests) to the Jaarbeurs buildings and premises.
4. During the Rental Period the security of the Accommodation may be executed only by security personnel to be designated by Jaarbeurs at the expense of the Contractor.

#### **Article 6 Licences and Regulations under Public Law**

1. Insofar as relevant, the Contractor must hold the licences required by public law for the Activity.
2. The Contractor is responsible for applying the required licences as referred to in paragraph 1 of this Article. Jaarbeurs does not accept any liability for costs or loss or damage of whatever nature resulting from the failure to obtain the required licences or non-compliance with the terms of the licence.
3. Jaarbeurs's premises are subject to an environmental permit that sets specific conditions with regard to noise pollution. If necessary Jaarbeurs will apply for exemption from the noise pollution regulations. The application for exemption is reserved to Jaarbeurs explicitly. Jaarbeurs does not accept any liability towards the Contractor if the competent authorities do not grant the required exemptions.

#### **Article 7 Catering**

1. Unless otherwise agreed in writing the catering within the Accommodation is reserved to Jaarbeurs exclusively.
2. The Contractor may not sell or provide free of charge beverages and/or foods unless subject to terms yet to be agreed and Jaarbeurs has granted written exemption in advance.

3. Restaurants, catering sales points and the accompanying infrastructure do not form part of the Accommodation and must be accessible to the public at all times unless otherwise agreed between Jaarbeurs and the Contractor.

#### **Article 8 Publicity and Advertising Statements**

1. Within or outside the immediate surroundings of the Accommodation, including access roads and parking lots the Contractor may not place, install or cause others to do so, vehicles provided with advertisements, signs, banners, illuminated advertising, loudspeakers or other objects for advertising purposes of whatever nature, without Jaarbeurs's express written consent.
2. The Contractor may not cover up, remove or conceal the advertising present in the Accommodation.
3. In the event of breach of paragraphs 1 and 2 the Contractor will forfeit an immediately payable penalty of EUR 5,000 for each portion of a day that such breach continues without prejudice to Jaarbeurs's right to additional compensation. Jaarbeurs will furthermore have the right to immediately terminate the publicity or have the same removed at the risk and expense of the Contractor.
4. For publicity purposes Jaarbeurs may – in consultation with the Contractor – make video and/or sound recordings of the Activity in the Accommodation. Jaarbeurs furthermore reserves the right to mention the Activity in its annual report or its calendar of trade shows and events.

#### **Article 9 Insurance**

1. The Contractor must take out adequate insurance against all damage that may occur during the Rental Period. Adequate insurance will be understood to mean insurance covering all loss and damage sustained by Jaarbeurs or third parties as a result of the Contractor's activities on the Jaarbeurs Premises.

#### **Article 10 Jaarbeurs Logo**

1. No one may use Jaarbeurs's (trademark) names and/or logos or those of the companies associated with Jaarbeurs in whatever form and in whatever way, unless with Jaarbeurs's express written consent.
2. In the event of breach of the provisions contained in paragraph 1 Jaarbeurs reserves the right to immediately remove its name/logo at the user's expense.

#### **Article 11 Number of Persons/Guaranteed Number**

1. No later than five working days before the commencement of the Activity the Contractor will inform Jaarbeurs of the Guaranteed Number. Changes within five working days prior to the commencement of the Activity that result in a downwards adjustment of the Guaranteed Number will be accepted by Jaarbeurs on the understanding that Jaarbeurs will charge the previously agreed Guaranteed Number (as agreed no later than five working days prior to the commencement of the Activity) to the

Contractor. If upon commencement of the Activity the actual number of Guests is less than the Guaranteed Number, the Guaranteed Number will always be charged to the Contractor.

2. Any upward adjustments to the Guaranteed Number within five working days prior to the commencement of the Activity will be accepted subject to adequate capacity and stocks. Jaarbeurs will increase its invoice accordingly, pro rata to the number of additional Guests. If at the time of the Activity the actual number of Guests exceeds the Guaranteed Number the actual number of Guests will be charged to the Contractor.

#### **Article 12 Cancellation by Jaarbeurs**

1. Jaarbeurs reserves the right to cancel the Contract on account of special circumstances (such as force majeure in the broadest sense including but not limited to fire, national calamities, riots, strikes, war and terrorism). In that case Jaarbeurs will make every effort to offer the Contractor substitute space on the agreed date on the same terms and conditions or to assign the agreed or substitute space on a different date.
2. In the event of preparations for a new production in the Beatrix Theatre Jaarbeurs will have the right to cancel the Contract up to three months prior to the commencement of the Rental Period. In that case Jaarbeurs will be required to offer the Contractor substitute space or a substitute location on the agreed date or a different date. To this end Jaarbeurs will submit a written proposal to the Contractor.
3. The Contractor will not be entitled to compensation of any costs or loss or damage caused by cancellation or changes as referred to in the preceding paragraphs.

#### **Article 13 Cancellation by the Contractor of Accommodation with a capacity up to 250 Guests (excluding Auditorium Media Plaza)**

1. In the event of cancellation of a reservation for Accommodation with a capacity up to 250 Guests the Contractor will always owe Jaarbeurs the applicable percentage of the Reservation Value as set out below.
  - a) Cancellations more than six months prior to the start of the first day of the Rental Period are free of charge;
  - b) Cancellations less than six months but more than three months prior to the start of the first day of the Rental Period: 20%;
  - c) Cancellations less than three months but more than two months prior to the start of the first day of the Rental Period: 40%;
  - d) Cancellations less than two months but more than one month prior to the start of the first day of the Rental Period: 60%;
  - e) Cancellations less than one month but more than 7 working days prior to the start of the first day of the Rental Period: 80%;

- f) Cancellations seven working days or less prior to the start of the first day of the Rental Period: 100%.

**Article 14 Cancellation by the Contractor of Accommodation with a capacity as from 250 Guests and More (including Auditorium Media Plaza)**

1. In the event of cancellation of a reservation for Accommodation with at least one location with a total capacity for 250 Guests and more the Contractor will owe Jaarbeurs the applicable percentage of the Reservation Value as set out below.
  - a) Cancellations more than eight months prior to the start of the first day of the Rental Period are free of charge;
  - b) Cancellations less than eight months but more than six months prior to the start of the first day of the Rental Period: 20%;
  - c) Cancellations less than six months but more than three months prior to the start of the first day of the Rental Period: 40%;
  - d) Cancellations less than three months but more than two month prior to the start of the first day of the Rental Period: 60%;
  - e) Cancellations less than two months but more than one month prior to the start of the first day of the Rental Period: 80%;
  - f) Cancellations one month or less prior to the start of the first day of the Rental Period: 100%.

**Article 15 Cancellation by the Contractor of Beatrix Theater**

1. In the event of cancellation of a reservation for Beatrix Theater Contractor will owe Jaarbeurs the applicable percentage of the Reservation Value as set out below:
  - a) Cancellations more than 12 months prior to the start of the first day of the Rental Period: 10%;
  - b) Cancellations less than 12 months but more than six months prior to the start of the first day of the Rental Period: 40%;
  - c) Cancellations less than six months but more than two months prior to the start of the first day of the Rental Period: 60%;
  - d) Cancellations less than two months but more than one month prior to the start of the first day of the Rental Period: 70%;
  - e) Cancellations less than one months but more than seven working days prior to the start of the first day of the Rental Period: 85%;
  - f) Cancellations less than seven working days prior to the start of the first day of the Rental Period: 100%.
2. In the event of a combined rental of Beatrixtheater and Expozaal and Contractor cancels the reservation of the Expozaal, Contractor will owe at all times Jaarbeurs 100% of the Reservation Value.

In Articles 13, 14 and 15 'month' will be understood to mean: 30 calendar days.

#### **Article 16 Miscellaneous**

1. At least fourteen days before commencement of the Rental Period the Contractor must inform Jaarbeurs of the expected arrival of special guests, such as members of the Royal Family and dignitaries of ministerial level. The Contractor must arrange for a fitting reception of its guests and must take adequate security measures in consultation with Jaarbeurs.
2. A EUR 25 handling fee will be charged for every change made to the Contract at the Contractor's request within one month prior to the commencement of the Activity.
3. Jaarbeurs is not liable for any loss or damage, sustained directly or indirectly by the Contractor, its personnel or visitors – including consequential loss, trading loss and loss or damage caused by theft, vandalising or any other cause – unless Jaarbeurs can be charged with wilful intent or gross negligence.
4. If there are several Contractors they will all be jointly and severally liable for anything due under or in connection with the Contract.
5. The Contractor may never invoke an undertaking given orally by or on behalf of Jaarbeurs unless Jaarbeurs has confirmed such undertaking in writing.
6. All disputes arising between Jaarbeurs and the Contractor further to the Contract, these General Terms and Conditions or any subsequent Contract made between the parties will be settled under Dutch law by the competent court of Utrecht.

These general terms and conditions (dated February 2017) have been filed with the Chamber of Commerce of Utrecht under number: 30149551 and can be viewed at Jaarbeurs' website at [www.jaarbeurs.nl](http://www.jaarbeurs.nl) .