

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

17 February 2023

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Article 1 Definitions

The terms used in these General Terms and Conditions have the following meanings:

1. **Venue Regulations:** the Jaarbeurs house rules that apply from time to time to all persons present in the Jaarbeurs complex for any reason, and that therefore govern all Agreements between Jaarbeurs and the Contractor. The most recent version of the Venue Regulations can be found at www.jaarbeurs.nl/en/general-terms-and-conditions.
2. **Activity:** the conference, meeting, event or any other activity in respect of which an Agreement is entered into.
3. **General Terms and Conditions:** these general terms and conditions rental conference and meeting rooms that govern the Agreement between Jaarbeurs and the Contractor regarding room(s) for an Activity and Jaarbeurs's associated facilities. Deviation from these General Terms and Conditions is possible only if expressly confirmed in writing by Jaarbeurs. The applicability of any general terms and conditions used by the Contractor is expressly excluded.
4. **Concept:** the description, if any, of the Activity, set out in the appendix to the Agreement.
5. **Contractor:** the natural person or legal entity that enters into an Agreement with Jaarbeurs.
6. **Guaranteed Number:** the expected number of Guests stated by the Contractor.
7. **Guests:** the number of participants taking part in an Activity organised at Jaarbeurs by the Contractor.
8. **Accommodation:** the room(s) located in the Beatrix Building, the Beatrix Theatre, the Media Plaza, the hall complex or any other Jaarbeurs location, and other facilities specified in the Agreement.
9. **Rental Period:** the dates and time(s) specified in the Agreement at which the rental of the Accommodation starts and ends, without prejudice to the Contractor's obligations that, by their nature, remain in effect after the expiry of the Rental Period.
10. **Jaarbeurs:** Jaarbeurs B.V., a private limited liability company, having its registered office and maintaining a place of business at Jaarbeursplein in Utrecht, registered at the Chamber of Commerce under number 30149551, as well as all its affiliates.
11. **Jaarbeurs Complex:** all the buildings and premises that Jaarbeurs uses in its operations.
12. **Offer:** the offer issued by Jaarbeurs, based on a request from the Contractor, for the rental of one or more Accommodation(s) and/or additional facilities for a specific period of time. An offer is always subject to contract and does not bind Jaarbeurs.
13. **Confirmation of Option:** a provisional reservation regarding the rental of one or more Accommodation(s) and/or additional facilities for a specific period. Jaarbeurs is not bound until a final Agreement has been reached with the Contractor.
14. **Agreement:** the agreement between the Contractor and Jaarbeurs that arises when Jaarbeurs sends final confirmation and that sets out the essentials (including the Rental Period and the rent) regarding the Accommodation, as well as these General Terms and Conditions, the Venue Regulations and any further written agreements made between Jaarbeurs and the Contractor regarding the rental of one or more rooms and/or additional facilities.
15. **Reservation Value:** the rent recorded in the Agreement between the Contractor and Jaarbeurs and agreed fees for other products and services to be provided, including catering and other facilities.

Article 2 The Accommodation

1. The Accommodation consists only of the space(s) and/or facilities described in the Agreement. The Accommodation does not include the central entrance area, the other areas accessible to the public or the outdoor areas of Jaarbeurs. The Contractor must therefore arrange for ticket inspection, registration and admission to the Accommodation.
2. The Contractor may not:
 - (a) use the Accommodation for any purpose other than that set out in the Agreement; or
 - (b) sublet the Accommodation or otherwise transfer the rights and obligations under the Agreement to any third party.

Article 3 Payment Conditions

1. The rent and other additional costs must be paid without any discount, set-off or settlement, no later than on the due dates stated in Jaarbeurs' invoice or, if no due dates are stated, no later than fourteen (14) days after the invoice date.
2. If full payment is not made within the term stated in article 3.1, the Contractor is in default by operation of law and Jaarbeurs may, without any notice of default being required:
 - (a) suspend its obligations under the Agreement and collect the amounts due and all the costs, both judicial

- and extrajudicial. The extrajudicial collection costs are hereby set at 15% of the outstanding amount; or
- (b) dissolve (*ontbinden*) the Agreement by written notice. In that case, the Contractor must pay a fee equal to the Reservation Value plus statutory commercial interest from the final date for payment of the invoice referred to in paragraph 1 of this article, without prejudice to Jaarbeurs' right to claim further damages.
3. Jaarbeurs may at any time demand a deposit from the Contractor as additional security for the fulfilment of the Contractor's obligations under the Agreement. Jaarbeurs may recover any claims that it has or will have against the Contractor under the Agreement from the deposit in so far as possible, without any notice of default or judicial intervention being required.
 4. Jaarbeurs reserves the right at any time to amend its prices for products and services, like catering and facility services.
 5. Jaarbeurs reserves the right at any time to demand full or partial advance payment of the Reservation Value from the Contractor. Jaarbeurs will send the Contractor an invoice for that purpose six weeks before the start of the Rental Period, which must be paid within the period stated in article 3.1.

Article 4 Acceptance and vacation of the Accommodation

1. The Contractor accepts the Accommodation in the condition it is in at the start of the Agreement. Any defects established at the end of the Rental Period are deemed to have occurred during the Rental Period unless the Contractor reported those defects to Jaarbeurs in writing or by email at the start of the use. The Contractor is responsible for checking whether the Accommodation is suitable for the Activity before the Agreement is entered into.
2. The Contractor may not make any changes or additions to the Accommodation. Jaarbeurs may reasonably restore any items installed, removed or changed to their original condition at the Contractor's expense.
3. The vacation/disassembly of the Accommodation must be completed by the date and time stated in the Agreement at the latest. The Accommodation must then be completely cleared and clean, in the condition in which it was made available to the Contractor by Jaarbeurs at the start. If the Accommodation is not or not adequately handed over by that time, Jaarbeurs may take the necessary measures at the Contractor's expense.
4. All damage to the Accommodation established during or at the end of the Rental Period will be deemed to have occurred during the Rental Period. Jaarbeurs will then be entitled to repair such damage at the Contractor's expense and risk unless the Contractor can demonstrate that:
 - (a) the damage already existed before the Rental Period (to that extent) and the Contractor reported the damage in writing to Jaarbeurs before the Rental Period commenced as described in article 4.1;
 - (b) the damage is the result of actions by Jaarbeurs or its staff; or
 - (c) the damage is the result of normal wear and tear.

Article 5 Public policy provisions

1. The Contractor must at all times provide Jaarbeurs' staff and authorised representatives of Jaarbeurs access to the Accommodation.
2. The Contractor must correctly comply with all regulations issued by the Municipality of Utrecht, the fire service or other authorities regarding the Accommodation, the Rental Period or the Activity.
3. Jaarbeurs reserves the right at any time to give mandatory instructions to the Contractor and any third parties engaged by the Contractor if the fire service, police, other authorities or Jaarbeurs consider that advisable in the interests of public order and safety. The measures that Jaarbeurs may take in this respect include denying the Contractor (and its Guests) access to its buildings and premises and cancelling the Activity in question.
4. The Contractor may not cause any nuisance or inconvenience to third parties when using the Accommodation and must ensure that its Guests do not do so either.
5. The Accommodation may be secured only by security personnel appointed by Jaarbeurs at the Contractor's expense. Such costs for general security of the Accommodation are included in the rental fee. Additional security, amongst others security of personal belongings, is not included in the general security and can be ordered by the Contractor separately at Jaarbeurs.
6. The Contractor may not claim any refund or remission of the Reservation Value or reimbursement of any costs or loss incurred due to the cancellation or changes referred to in the preceding paragraphs.

Article 6 Permits and public law regulations

1. The Contractor is solely responsible to obtain the public law permits required for the Activity. Jaarbeurs may at any time ask the Contractor to give it access to the permits obtained.
2. Jaarbeurs reserves the right to deny the Contractor access to the Accommodation and, if necessary, to prohibit the Activity if the Contractor fails to comply with the provisions of paragraph 1 of this article.
3. The Contractor itself must apply for the necessary permits referred to in paragraph 1 of this article. Jaarbeurs

accepts no liability for costs or loss of any kind arising from failure to obtain the relevant permits or to comply with the permit conditions.

4. An environmental permit applies to the Jaarbeurs premises, including specific conditions regarding noise pollution. If necessary, Jaarbeurs will apply for an exemption from the noise pollution regulations. Only Jaarbeurs may apply for an exemption. Jaarbeurs does not accept any liability towards the Contractor if the necessary exemptions are not granted by the competent authorities.
5. Noise measurements for the purposes of an Activity may be carried out only by a measurement consultancy appointed by Jaarbeurs.
6. Jaarbeurs refers to the website of the Municipality of Utrecht for the event permit application procedure, for which the Contractor is responsible.
7. Smoking is not permitted in the Accommodation. Any penalties for breach of the relevant Dutch laws and regulations are payable by the Contractor.

Article 7 Catering

1. Only Jaarbeurs may organise the catering in the Accommodation.
2. The Contractor may not sell refreshments or stimulants or provide them free of charge, unless Jaarbeurs has granted a written exemption in advance.
3. Restaurants, catering outlets and the associated infrastructure do not form part of the Accommodation and must be accessible to the public at all times.

Article 8 Publicity and advertising

1. The Contractor may not install or affix any vehicles with advertising, signs, banners, advertising lights, loudspeakers or other objects used for advertising purposes, of any nature, in the immediate vicinity of the Jaarbeurs Complex, including access roads and parking areas.
2. The Contractor also may not cover up, remove or conceal any advertising present in the Jaarbeurs Complex.
3. If the Contractor breaches the provisions of paragraphs 1 and 2, it forfeits an immediately payable penalty of EUR 5,000 for each part of the day on which the breach continues, without prejudice to Jaarbeurs's right to claim additional damages. Jaarbeurs may furthermore immediately terminate the advertising or have it removed, at the Contractor's expense and risk, without prejudice to Jaarbeurs' right to recover the resulting costs and loss from the Contractor.
4. In consultation with the Contractor, Jaarbeurs may make audio and video recordings of the Activity organised in the Accommodation for publicity purposes. Jaarbeurs also reserves the right to include a reference to the Activity in its annual report, on its website or in its exhibitions and events calendar.

Article 9 Insurance

1. The Contractor must take out adequate insurance to cover any damage that may occur during the Rental Period. Adequate insurance is deemed to be insurance that covers all loss incurred and to be incurred by Jaarbeurs or any third party as a result of the Contractor's activities in the Jaarbeurs Complex.

Article 10 Jaarbeurs logo

1. No one, therefore also not the Contractor, may use the brand names, other names or logos of Jaarbeurs or its affiliated companies in any manner or form.
2. Jaarbeurs reserves all its rights in the event of breach of the provision in paragraph 1, including the right to have the brand name, other name or logo in question removed immediately at the Contractor's expense and to claim damages.

Article 11 Number of persons/Guaranteed Number

1. The Contractor must provide Jaarbeurs with a statement of the Guaranteed Number no later than five working days before the start of the Activity. Jaarbeurs will accept changes made within five working days before the start of the Activity as a result of which the number of Guests is lower than the Guaranteed Number, on the understanding that Jaarbeurs will charge the Contractor the Guaranteed Number previously agreed on (agreed on no later than five working days before the start of the Activity). If it becomes apparent during the Activity that the actual number of Guests is lower than the Guaranteed Number, the Guaranteed Number is always charged to the Contractor.
2. Higher numbers than the Guaranteed Number reported within five working days before the start of the Activity will be accepted subject to (i) sufficient capacity and stock and (ii) in the case of an Activity with more than 100 Guests, up to 20% of the Guaranteed Number. Jaarbeurs will increase its invoice in proportion to the number of extra Guests. If it becomes apparent during the Activity that the actual number of Guests is higher than the Guaranteed Number, the actual number of Guests will be charged to the Contractor.
3. Contrary to the provisions of paragraphs 1 and 2, the Contractor must inform Jaarbeurs of the number of

Guaranteed Number in the case of Activities of 100 Guests or more no later than one (1) month before the Activity.

Article 12 Cancellation by Jaarbeurs

1. Jaarbeurs reserves the right – without being liable for any damages or any other costs – to postpone or cancel the Agreement in the event of special circumstances (such as force majeure in the broadest sense of the word, including but not limited to fire, a national disaster, riot, epidemic, pandemic, strike, war and terror). Jaarbeurs will then consult with the Contractor.
2. With regard to the Beatrix Theatre, Jaarbeurs may cancel the Agreement up to three months before the start of the Rental Period in the case of preparations for a new theatre production. In that case, Jaarbeurs must offer the Contractor alternative space or a replacement location on the agreed date, or alternative space or a replacement location on a different date. Jaarbeurs will make a written proposal to this effect to the Contractor.
3. Jaarbeurs reserves the right at all times to cancel or postpone the Agreement with immediate effect – without being liable for any damages or any other costs – in the event of an order, prohibition or enforcement action being imposed by any competent authority or in the event of failure to obtain a noise permit from the competent authority. The Contractor is aware that Jaarbeurs is under the supervision of various local and national authorities (including the fire service, municipality and police), a change in whose views may result in measures being taken regarding the Activity. In that case the parties will consult about a new date for the Activity and the Agreement will remain in full force and effect without any obligation on the part of Jaarbeurs to refund or remit the Reservation Value.
4. The Contractor cannot claim a refund or remission of the Reservation Value or reimbursement of any costs or loss incurred due to the cancellation, postponement or change referred to in the preceding paragraphs.

Article 13 Cancellation by the Contractor

1. In the event of cancellation by the Contractor of a reservation of the Accommodation, the Contractor forfeits a cancellation fee in accordance with the provisions of Appendix 1.

Article 14 Privacy

1. The parties will process personal data in the performance of the Agreement. The parties will thereby be regarded as separate controllers within the meaning of the General Data Protection Regulation (GDPR).
2. The Contractor will process all the personal data that it processes under the Agreement in accordance with the applicable Dutch and European laws and regulations regarding the protection of personal data. The Contractor will thereby ensure that it provides Jaarbeurs only with those Personal Data that Jaarbeurs is entitled to receive under those regulations, including the GDPR and the GDPR Implementation Act.
3. The Contractor must keep all personal data that it obtains from Jaarbeurs, Guests or other persons within the Jaarbeurs complex confidential and must take all necessary measures to safeguard the confidentiality of those personal data. If the Contractor becomes aware of any improper use of personal data in the Accommodation, it must immediately inform Jaarbeurs accordingly.
4. The Contractor may not take photographs or video footage in which Guests or persons present in the Jaarbeurs complex are recognisably depicted, or publish or otherwise use such footage, without the express permission of the person(s) in question in accordance with the GDPR. The Contractor must inform the data subjects of its processing of their personal data in accordance with articles 13 and 14 of the GDPR.
5. The manner in which Jaarbeurs processes the personal data with which the Contractor has provided Jaarbeurs is described in Jaarbeurs's privacy statement. That privacy statement can be consulted at www.jaarbeurs.nl/en/privacystatement.
6. If the Contractor fails to comply with the applicable laws and regulations regarding the protection of personal data or with this provision, it is liable for all costs and loss consequently incurred by Jaarbeurs. The Contractor indemnifies Jaarbeurs against any fines and penalties imposed on Jaarbeurs by the Dutch Data Protection Authority or other competent authorities and against any claims for damages from data subjects or third parties if these are attributable to the Contractor.

Article 15 Compliance by Guests

1. The provisions of these General Terms and Conditions also apply to all Guests who have access to or who use the Accommodation. The Contractor must ensure that the Guests familiarise themselves with these General Terms and Conditions, including the Venue Regulations.
2. The Contractor is at all times responsible and (jointly and severally) liable to Jaarbeurs for timely and proper compliance with these General Terms and Conditions and the Venue Regulations by the Guests. The Contractor indemnifies Jaarbeurs against any claims of Guests.

Article 16 Miscellaneous

1. The Contractor must inform Jaarbeurs no later than 14 days before the start of the Rental Period of the expected arrival of special guests, such as members of the Royal Family and dignitaries at ministerial level. The Contractor must arrange for proper reception of its guests and must take adequate safety measures in consultation with Jaarbeurs.
2. Jaarbeurs reserves the right at all times to make any changes to the configuration or availability of all or part of the Accommodation, without being liable for any costs or damage.
3. Jaarbeurs is not liable for any direct or indirect loss incurred by the Contractor, its staff or visitors – including consequential loss, trading loss and loss due to theft, destruction or any other cause – except in the event of wilful misconduct or gross negligence on its part.
4. Jaarbeurs is not liable for the consequences of defects of which it was not aware and should not have been aware when the Agreement was entered into.
5. The Contractor is liable for damage to property or personal injuries that occur in the Accommodation or the related premises, except in the event of wilful misconduct or gross negligence on the part of Jaarbeurs.
6. If there are several Contractors, they are all jointly and severally liable for all amounts due under or in respect of the Agreement. The Contractor is jointly and severally liable towards Jaarbeurs for the correct performance of the financial obligations of any third parties appointed by it (such as suppliers and subcontractors) that purchase products or services from Jaarbeurs for the benefit of the Activity.
7. The parties expressly agree that any reliance on force majeure by the Contractor in the event of full or partial cancellation of the Agreement and any reliance on dissolution (*ontbinding*) by the Contractor under article 6:265 of the Dutch Civil Code is excluded.
8. The Contractor may in no event rely on an oral undertaking given by or on behalf of Jaarbeurs, unless Jaarbeurs has confirmed that undertaking in writing.
9. The Agreement and these General Terms and Conditions are governed by Dutch law.
10. All disputes that may arise between Jaarbeurs and the Contractor from the Agreement, these General Terms and Conditions or any further related agreements made between the parties will be settled by the competent court of Midden-Nederland.
11. Jaarbeurs may amend these General Terms and Conditions at any time. Such amendments will only be applicable after written approval of the Contractor.

These General Terms and Conditions (February 17th 2023) have been filed with the Chamber of Commerce in Utrecht under number 30149551 and can be consulted on the Jaarbeurs website at www.jaarbeurs.nl/en/general-terms-and-conditions.

APPENDIX 1

This Appendix sets out the cancellation fee that applies in the event of cancellation by the Contractor of a reservation of the Accommodation. The cancellation fee depends on the specific room, the cancellation period and the number of persons.

For the purposes of this Appendix, "MeetUp" means any meeting venue or room in the Beatrix Building, including the Jaarbeurs Studio.

For the purposes this Appendix, "month" means 30 calendar days.

Cancellation conditions for meetings in the Accommodation (excluding MeetUp) with a maximum capacity of up to 200 persons

% of Reservation Value*	Cancellation period
25%	Less than three months but more than two months before the start of the Rental Period
50%	Less than two months but more than one month before the start of the Rental Period
75%	Less than one month but more than two weeks before the start of the Rental Period
100%	As of two weeks before the start of the Rental Period

Cancellation conditions for meetings in the Accommodation (with the exception of MeetUp) with a maximum capacity of more than 200 persons

% of Reservation Value*	Cancellation period
25%	Less than six months but more than three months before the start of the Rental Period
50%	Less than three months but more than two months before the start of the Rental Period
75%	Less than two months but more than one month before the start of the Rental Period
100%	As of one month before the start of the Rental Period

* With regard to Agreements in which both the Beatrix Theatre and the Expo Hall are rented, 100% of the Reservation Value is at all times payable by the Contractor to Jaarbeurs in the event of cancellation of only the Expo Hall.

Cancellation conditions for meetings in the Accommodation consisting of MeetUp with fewer than 75 persons

% of Reservation Value	Cancellation period
25%	Less than one month but more than three weeks before the start of the Rental Period
50%	Less than three weeks but more than two weeks before the start of the Rental Period
75%	Less than two weeks, but more than one week before the start of the Rental Period
100%	As of five working days before the start of the Rental Period

Cancellation conditions for meetings in the Accommodation consisting of MeetUp with more than 75 persons

% of Reservation Value	Cancellation period
25%	Less than three months but more than two months before the start of the Rental Period
50%	Less than two months but more than one month before the start of the Rental Period
75%	Less than one month but more than two weeks before the start of the Rental Period
100%	As of two weeks before the start of the Rental Period