



**General terms and conditions
(Room) hire - IJver**

**Firma IJver Amsterdam B.V., Scheepsbouwkade 72, (1033 WM) Amsterdam, chamber of commerce
number: 70548897**

1. Definitions

1.1 The following definitions shall apply in these general terms and conditions:

Offer: any offer on the part of the Hirer, whether or not in the form of a written quotation.

Activity: an event that the Hiree organises.

Consumer: a natural person acting outside the scope of his/her business or professional activity.

Guests: all guests at or participants in an Activity that the Hiree organises.

Hire Period: the agreed period/time for which the Hiree shall hire the Room.

Written/In Writing: by letter, e-mail, fax or any other form of communication that can be equated with the aforementioned. WhatsApp messages, for example.

Turnover Guarantee: the private space shall be reserved on the basis of a Turnover Guarantee, which shall be defined as a minimum amount to be spent on food and drink in the room during the time period agreed. The hire shall expressly not fall under the aforementioned minimum amount. If the Turnover Guarantee amount is achieved, use of the Room shall be free of charge (with the exception of any hire agreed). Should the Turnover Guarantee not be achieved, the difference shall be charged as room hire.

Contract: the hire contract, hire-related agreements and any corresponding facilities/service provision.

Rooms: all the rooms and customary facilities, such as utilities and materials, that the Hirer offers the Hiree as such.

1.2 The provisions of these general terms and conditions shall apply for business Hirees and private Hirees alike. The definition 'Consumer' shall be used when a provision contains a deviation/addition that applies solely to private Hirees.

2. Applicability

- 2.1 These general terms and conditions shall apply to each Offer issued by the Hirer, to all options and also to all Contracts for the (exclusive) hire of the Room and/or any corresponding facilities/service provision.
- 2.2 These general terms and conditions shall also be available on the website of the Hirer (www.ijveramsterdam.nl).
- 2.3 If (part of) a provision is declared null and void or is nullified, the other provisions of these general terms and conditions shall continue to apply.
- 2.4 In the event of differences between these general terms and conditions and a translation thereof, the Dutch text shall apply.

3. Room capacity

The Hiree shall not be permitted to exceed the maximum room capacity. If the maximum room capacity is exceeded, the Hirer shall not be liable for the loss or damage arising as a result. The Hirer shall retain the right to charge extra costs too. The Hirer shall also be permitted to deny Guests access to the Room in order to safeguard safety.

4. Hire times

- 4.1 The Hirer shall hire to the Hiree the Room specified in the Contract and shall, therefore, make the said Room available on the date specified in the said Contract for the purpose of the Activity specified in the Contract.
- 4.2 The Hiree shall declare that it will accept the hire of the aforementioned room on the date specified for the hire amounts and/or Turnover Guarantees and other agreements specified in the Contract.
- 4.3 The Hire Period shall be the Hire Period specified in the Contract. It shall only be possible to exceed the Hire Period with the consent of the Hirer. The Hiree shall be required to pay additional hire on any extra time, for which he/she/it shall be charged in proportion to the hire already agreed between the parties.
- 4.4 The Hiree shall abide by the start and end times specified in the Contract. Unless the Hirer and Hiree agree otherwise, any activities for the set-up, furnishing and/or dressing of the Room or equipment testing may not take place before the start time unless the Hirer and Hiree agree otherwise. At the end time agreed, the Hiree shall leave the Room in the same condition as that in which it was encountered at the start time.

5. Use of the Room

5.1 When using the Room:

- a. the Hiree shall follow the instructions of the employees of the Hirer as much as possible;
- b. the Hiree shall abide by the maximum number of Guests the Hirer permits per Room;
- c. the Hiree shall observe the company rules of the Hirer, on the understanding that the Hirer shall immediately deny access to the Room to Guests that the Hirer deems not to be observing its company rules;
- d. the Hiree shall observe the rules imposed on the Hiree or Hirer by government, such as the rules/measures applicable in respect of COVID-19. If the Hiree fails to do the aforementioned, the Hirer shall recover any sanctions/fines imposed on it as a result from the Hiree;
- e. the Hiree shall itself ascertain whether persons present during the Activity organised by the Hiree have an invitation or not. The Hirer shall not in all reasonableness be able to avoid the unauthorised entry of the Room by guests in its restaurant/terrace or other rooms;
- f. the Hiree shall keep clear all fire and extinguishing equipment and escape routes in and around the Room;
- g. the Hiree shall not stick or attach anything on/to the Room without the prior consent of the Hirer;
- h. it shall not be permitted to use highly flammable/combustible or explosive substances or items, gases, hazardous or malodorous substances or radioactive sources in the Room, or to bring the aforementioned to the Room, without the prior consent of the Hirer;
- i. the Hiree shall not be permitted to put up any advertising etcetera on/around the building without the prior consent of the Hirer;
- j. the Hiree shall not throw rice or confetti, set off fireworks or use smoke machines/hazers without the prior consent of the Hirer. The Hirer shall pass on the costs of cleaning and repairs to the Hiree;
- k. the premises of the Hirer shall be entered and left quietly, without causing any nuisance to local residents. The last Guest shall have left the premises by the end time agreed at the very latest.

5.2 Guests shall solely have access to an Activity that the Hiree is organising at the invitation of the Hiree.

5.3 The Hiree and Guests shall be prohibited from entering rooms other than the Room, with the exception of toilets and the rooms that lead to the Room.

- 5.4 Before and during the Activity, the Hiree shall abide by the measures that the Hirer deems necessary as regards the sound level in the Room. The Hiree shall keep windows and external doors closed at all times when music is being played, whether live or otherwise. Nor may any acoustic music be played without the prior consent of the Hirer.
- 5.5 The Hiree shall ensure that its Guests - and, if applicable - the suppliers and facilities companies contracted by it comply with the obligations set out in this article as well. In the event of non-compliance with the aforementioned obligations by Guests and/or contracted suppliers and facilities companies, the Hiree shall be liable for any damage or loss that arises as a result.
- 5.6 The Hiree shall be obliged to make available to the Hirer a programme/timetable at least four (4) weeks before the Activity and also a specification of the nature of all Activities that will take place in the Room, including any recordings of the Activity on sound and/or image carriers.
- 5.7 The Hirer shall always be entitled to supervise the Activity to be organised in the Room. In this connection, the Hirer shall be entitled to prohibit Activities, or have them stopped, if they constitute a punishable offence and/or if it believes they are offensive to persons or groups, do not comply with the generally accepted standards of public order, morality, decency and safety, or are indisputably conflict with the interests of the Hirer. The Hiree shall undertake to notify the Hirer in advance if the situations described above might occur.
- 5.8 Without prior Written consent, the Hiree shall not be permitted to use the Room for an Activity other than that which it has specified, to give the Activity a different name than specified or to advertise the Activity in a manner that deviates from the Activity about which the Hirer is notified.
- 5.9 Without the prior Written consent of the Hirer, the Hiree shall be prohibited from allowing third parties to use all or part of the Room, or anything that comes with the said Room, in any manner whatsoever, whether or not for payment. Should the Hirer grant the aforementioned Written consent referred to above, the Hiree shall ensure that (the provisions of) these general terms and conditions shall apply between and by observed by the Hiree and the third party user. The Hiree shall retain full liability towards the Hirer.
- 5.10 The Hiree shall conduct itself in accordance with the provisions of the law and local by-laws and also in accordance with the hire practices customary and the regulations imposed by the government. The Hiree shall also observe the verbal and Written instructions given by or on behalf of the Hirer in the interests of the proper use of the Room.

6. Catering for Room hire

- 6.1 Unless the Hirer and the Hiree agree otherwise in Writing, the Hiree shall use the catering facilities that the Hirer provides.
- 6.2 It shall not be permitted to sell or provide free refreshments and/or intoxicants unless the Hirer has granted the Hiree its written consent to do so. The Hirer shall be able to attach conditions to the aforementioned consent.

7. Reservations and bookings

- 7.1 An optional reservation may be made on request. An optional reservation shall be free of obligation and may be cancelled free of charge. Should another party show interest in making a reservation for the same time, the Hirer shall then approach the Hiree with the option to confirm or cancel, which the Hiree shall be able to do by e-mail in any event and, if possible, by telephone too.
- 7.2 If the optional reservation is not confirmed within 48 hours of the time at which the Hiree is contacted (or the first attempt to do so), the Hirer shall be forced to cancel the optional reservation.
- 7.3 An optional reservation shall be valid for a maximum of thirty (30) days. If no definite reservation is made within this period of time, the optional reservation shall lapse automatically.
- 7.4 All offers issued by the Hirer shall be free of obligation, thus subject to the express reservation that an obligation and confirmation on the part of the Hirer shall only be the case if the Contract signed by the Hiree is in the possession of the Hirer and if any deposit required has been paid.
- 7.5 The Hirer shall have the right to split up bookings into a number of separate Contracts.
- 7.6 If the Hiree wishes a lunch, dinner, buffet, sandwiches and suchlike to be served (including catering for Room hire), the number of persons specified by the Hiree shall be binding for the amount charged. The Hiree shall be able to reduce this number of persons by a maximum of 10% up to three (3) days before the date reserved. After this time, the Hiree shall be required to pay the Hirer the full amount quoted.
- 7.7 The Hiree shall be able to notify the Hirer of any allergies and dietary requirements up to three (3) working days before the date reserved.

8. Prices

- 8.1 All prices the Hiree receives shall be exclusive of VAT and other government levies, as well as of any costs to be incurred in the context of the Contract, including postage and administrative costs, unless specified otherwise and always subject to change (in the price and menu). All prices specified shall be inclusive of VAT and other government levies if the Hiree is a Consumer.
- 8.2 The Hirer shall ensure that its Offer is a realistic reflection of the costs to be incurred by the Hiree. However, the Hirer shall not be able to make allowance for any unforeseen costs. The Hirer shall be able to pass on the aforementioned costs to the Hiree on the basis of subsequent calculation.
- 8.3 If the Hirer bases its Offer on information from the Hiree and this information proves to be incorrect and/or incomplete or changes after the Offer is issued, the Hirer shall be able to adjust accordingly the prices and/or terms of payment specified.

- 8.4 The deposit shall be 30% of the price specified in the Contract, unless agreed otherwise in Writing. The deposit shall be paid within fourteen (14) days of the date on which the Contract is signed.
- 8.5 Should the Hirer issue the Hiree with a composite Offer and the Hiree only wishes to utilise part of the Offer, the Hirer shall not be obliged to hire/provide the said part of the Offer for a corresponding part of the price. It shall be possible for the Hirer to issue the Hiree with a new Offer for the said part instead.
- 8.6 Prices shall not apply automatically for new or future Contracts.
- 8.7 When determining the price/payment, the Hirer shall take into consideration the hourly rate for staffing costs (including project management) and basic cleaning costs. If the number of hours estimated is exceeded (due to necessary overtime or additional requests, for example), the Hirer shall pass on the extra staffing or cleaning costs to the Hiree.
- 8.8 The Hirer shall pass on to the Hiree all costs incurred for (extra) security - when welcoming special guests, if actions/demonstrations are to be expected in connection with the Activity or if there is a danger that the agreed number of Guests will be exceeded, for example.
- 8.9 Should it appear that the Guests present exceed the number agreed by the Hirer and Hiree, the Hirer shall have the right to charge the Hiree extra costs. If the amount of these costs is not stated explicitly in the Contract, it shall be calculated by multiplying the number of Guests over and above the number agreed by the price agreed per Guest (on the basis of drink and menu choices).
- 8.10 Should the Hirer encounter (other) circumstances that cause the cost price to increase after entering into the Contract, the Hirer shall be able to adjust the prices agreed with the Hiree accordingly. Circumstances that cause the cost price to increase shall include changes to legislation and regulations or government measures that create extra costs for the Hirer.
- 8.11 The Room shall solely consist of the Room and facilities described in the Contract. The Hirer shall pass on the cost of hiring extra equipment and other facilities to the Hiree separately.

9. Payment

- 9.1 The Hiree shall be obliged to pay the remainder of the outstanding invoice amount within fourteen (14) days of the date on which the invoice is received.
- 9.2 If the Hiree does not pay (in full) within the payment term and it is a business, it shall be required to pay the Hirer the statutory commercial interest referred to in Article 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek*) on the invoice amount. If the Hiree is a Consumer, he/she shall be required to pay the statutory interest referred to in Article 6:119 of the Dutch Civil Code in this situation. At its own discretion, the Hirer shall also be able to terminate the Contract with immediate effect and/or deny the Hiree (any further) access or suspend/not provide the services agreed. Unless the Hirer and Hiree agree otherwise, the Hiree shall still be required to pay the price agreed.

- 9.3 If payment is not received from the Hiree, the Hirer shall send the Hiree a demand for payment. If the Hiree is a Consumer, the demand for payment issued by the Hirer shall give the Hiree a period of at least fourteen (14) days after the date on which the demand for payment is received to pay. Should payment still not have been received after the aforementioned fourteen (14) days, the Hiree shall bear the extrajudicial collection costs incurred as follows:
- a. 15% of the amount of the principal sum on the first €2,500.00 of the amount due (subject to a minimum of €40.00);
 - b. 10% of the amount of the principal sum on the next €2,500.00 of the amount due;
 - c. 5% of the amount of the principal sum on the next €5,000.00 of the amount due;
 - d. 1% of the amount of the principal sum on the next €190,000.00 of the amount due;
 - e. 0.5% of the amount over and above the principal sum.

All the aforementioned shall be subject to an absolute maximum of €6,775.00.

- 9.4 When calculating the extrajudicial collection costs, the Hirer shall be able to increase the principal sum of the amount due after one (1) year by the statutory interest accrued in the year in question.
- 9.5 The Hirer shall deduct payments received from all interest and costs due first and thereafter from payable invoices that have been due and payable longest, unless the Hiree states in Writing in a transfer that payment relates to a later invoice.
- 9.6 The Hiree shall not be able to offset the amounts due to the Hirer against counterclaims the Hiree believes he/she/it has against the Hirer. The aforementioned shall also apply if the Hiree applies for a (provisional) moratorium or is declared bankrupt or put into liquidation.
- 9.7 The Hirer shall always have the right to obtain information about the creditworthiness of the Hiree. If the Hiree fails to cooperate and/or is not creditworthy, the Hirer shall have the right to terminate the Contract.

10. Cancellation

- 10.1 If the Hiree wishes to cancel a Contract for all the Rooms of the Hirer, the following cancellation costs shall apply:
- a. Cancellation one (1) week or less before the hire date or no-show: 100% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - b. Cancellation more than one (1) week before the hire date: 75% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;

- c. Cancellation more than three (3) weeks before the hire date: 50% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - d. Cancellation more than five (5) weeks before the hire date: 10% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked.
- 10.2 If the Hiree wishes to cancel a Contract other than as referred to in Article 10(1), the following cancellation costs shall apply:
- a. Cancellation less than two (2) days before the hire date or no-show: 100% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - b. Cancellation more than two (2) days before the hire date: 80% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - c. Cancellation more than one (1) week before the hire date: 60% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - d. Cancellation more than two (2) weeks before the hire date: 40% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - e. Cancellation more than three (3) weeks before the hire date: 30% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - f. Cancellation more than four (4) weeks before the hire date: 20% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked;
 - g. Cancellation more than eight (8) weeks before the hire date: 15% of the price specified in the Contract for the hire and the costs of the additional facilities and/or related services that the Hiree has booked.
- 10.3 The Hirer shall charge cancellation costs of €15 per person for dinner reservations as of twelve (12) people if the Hiree cancels less than 24 hours in advance.
- 10.4 The Hirer shall charge cancellation costs of €7.50 per person for group drinks party for thirty (30) people upwards if the Hiree cancels less than seven (7) days in advance.
- 10.5 Solely at the discretion of the Hirer, the cancellation costs charged to Consumers may also include a reasonable payment for the loss and/or loss of profits sustained by the Hirer.

- 10.6 The Hirer shall also charge the cancellation costs specified in this article if the Hiree cancels or terminates the Contract because he/she (or someone in his/her/its group) has COVID, if GGD contact tracing has not been completed or if the Hiree introduces more stringent policy (separate to government policy) on coming together in groups.
- 10.7 The Hirer shall not charge any cancellation costs if it is not possible for it to fulfil obligations due to measures imposed by the government in connection with COVID-19 (for example, a limit on the maximum number of Guests or closure), unless the Hiree cancels less than 48 hours before the hire date. The Hirer shall then charge the Hiree 50% of the costs reasonably incurred by the Hirer.
- 10.8 The Hiree shall indemnify the Hirer against claims from third parties that ensue from the cancellation.
- 10.9 The Hirer shall be able to offset the cancellation costs due from the Hiree against all amounts paid by the Hiree and any counterclaims from the Hiree.
- 10.10 A cancellation or termination by the Hiree shall only be accepted if sent by e-mail with confirmation of receipt from the Hirer or by registered letter.

11. Termination by the Hirer

The extrajudicial termination of the Contract with immediate effect on the part of the Hirer without liability to compensate the Hiree shall be possible in the following situations:

- a. The non-fulfilment of obligations by the Hiree as set out in the reservation or Contract;
- b. Misuse by the Hiree (or users) of the Room;
- c. Nuisance by the Hiree (or users) that affects other hirees, or incompetence the Hirer observes in the Hiree when implementing its Activity or Activities;
- d. The provision by the Hiree to the Hirer of incorrect information or a situation in which the Hiree withholds correct information from the Hirer;
- e. A serious suspicion of the possible disturbance of public order by the Hiree or users, or a situation in which the Hiree or users causes nuisance;
- f. The Hiree is jeopardising the good name of the Hirer;
- g. If the relationship between the Hiree and other hirees or the Hiree and the Hirer is seriously troubled;
- h. If there have been one or more complaints about the Hiree or the Activities organised by the Hiree;
- i. Urgent, necessary repairs to the Room or facilities at a time such that the Hirer is not able to carry them out or complete them before the Hire Period starts. If repairs of this nature

are necessary during the Hire Period, the Hiree shall permit them. Where these situations arise, the Hirer shall take into consideration use of the Room or facilities by the Hiree as much as possible.

12. Liability

- 12.1 Other than the guarantee agreed on with the Hiree or provided by the Hirer, the Hirer shall not accept any liability whatsoever, unless an intentional act or gross negligence is the case.
- 12.2 If one or more guarantees agreed on or provided are breached, the Hirer shall only be responsible for direct loss and damage. Any liability for consequential loss, such as business interruption, loss of profit and loss, loss due to delay, personal injury or bodily injury, shall be expressly excluded.
- 12.3 If the Hirer is liable, liability for compensation shall always be limited to a maximum of the amount the insurer pays out in the case in question. Should the insurer not pay out, or if the loss does not fall under insurance taken out by the Hirer, liability for compensation shall be limited to a maximum of the invoice amount of the Contract, or at least that part of the Contract to which the liability relates.
- 12.4 The Hirer shall not be liable to the Hiree for the loss or theft of or damage to property belonging to the Hiree or third parties present in the Hired room. The same shall apply for property that is left behind. The Hirer shall not be responsible for providing security or insurance for the said property. The Hirer shall reserve the right to remove property that has been left behind without the Hirer being liable for loss or damage.
- 12.5 The Hiree shall take all measures necessary to avoid or limit loss or damage.
- 12.6 Any claims that the Hiree has to compensation of the loss or damage sustained shall expire, in any event, six (6) months after the date on which the Hiree has or could have become aware of the loss or damage sustained by him/her/it and, thus, could have claimed compensation from the Hirer for the said loss or damage.
- 12.7 Nor shall the Hirer be liable for loss, damage or injury that is:
- a. the result of unusual/unforeseen (allergic) reactions of Guests of the Hiree to spices served, which reactions the Hirer could not or did not reasonably take into consideration;
 - b. a direct or indirect consequence of an attributable failure or wrongful or unlawful act on the part of Hiree or Guests of the Hiree, such as the infringement of the measures/rules applicable when using the Room or facilities;
 - c. caused by guests that have not been invited to attend the Activity organised by the Hiree;
 - d. the result of mistakes in or the incompleteness of the information provided to the Hirer by or on behalf of the Hiree;
 - e. due to instructions or directions provided by the Hirer that are observed by the Hirer;

- f. the result of a choice that the Hiree makes against the advice of the Hirer or contrary to what is customary, which the Hirer reasonably could not and did not need to take into consideration;
 - g. caused by guests that have not been invited to attend the Activity organised by the Hiree.
- 12.8 Throughout the term of the Contract, the Hiree shall be unconditionally liable to the Hirer for all damage caused to the Room and the other rooms used by the Hiree and also to the building and the fixtures and fittings in it. The Hiree shall indemnify the Hirer against all forms of loss or damage caused by his/her/its employees and/or by persons admitted to the building by the Hiree, including Guests of the Activity, suppliers, service providers, Guests or employees of/on behalf of any sponsors of the Hiree or persons who were present in the Room for whatever reason.
- 12.9 The Hiree shall ensure that no-one in or around the building is put in danger in or around the building.
- 12.10 The Hiree shall declare that the rights of third parties shall not be infringed by entering into the Contract or by his/her/its use of the Hired room. The Hiree shall bear all costs incurred when obtaining any permissions, including the cost of copyrights and BUMA rights.
- 12.11 The Hiree shall indemnify the Hirer against claims from third parties in respect of the infringement of copyrights, BUMA rights and/or industrial property rights as the result of services provided by the Hirer to the Hiree.

13. Force majeure

In the event of force majeure, the Hirer shall be able to terminate the Contract - by means of a Written declaration addressed to the Hiree - or adjust/suspend its service provision for a reasonable period of time. The Hirer shall not be liable to the Hiree in a force majeure situation. Force majeure situations shall include operational failures as the result of fire, burglary, sabotage, the loss of electricity, internet or telephone connections, cybercrime, strikes, the risk of collapses, weather conditions and natural phenomena (natural disasters, etc.). Should a force majeure situation happen after the Hirer has already performed part of the Contract, the Hirer shall reasonably be entitled to payment for the part of the Contract already performed.

14. Technical facilities

- 14.1 If the Hiree wishes to use the technical facilities provided by the Hirer, this shall have been agreed with the Hirer at least one (1) month before the hire date. If not agreed, the Hirer shall reserve the right to refuse use of the technical facilities. Technical systems shall only be operated by or under the supervision of technicians designated by the Hirer. The Hirer shall not be liable for loss or damage caused by technical failures, unless such failures are the result of an intentional act or gross negligence on the part of the Hirer or its employees.
- 14.2 Temporary extra connections for technical facilities may only be created by or subject to the responsibility of or for the Hirer, at the expense of the Hiree.

14.3 Unless agreed otherwise, additional technical facilities shall solely be installed and used by the technician appointed by the Hirer.

14.4 The Hiree shall not be permitted to use his/her/its own equipment, unless the Hirer has given him/her/it consent to do so. The Hiree him/her/itself shall be responsible for installing his/her/its own equipment. However, the Hirer shall be able to require that a technician it has designated is present when equipment is operated during the Hire Period. If applicable, the Hiree shall bear the staffing costs for the aforementioned.

15. Decorations

15.1 The dressing of the Room and/or changes to its furnishing shall be requested in good time and may only be done under supervision and with the approval of the Hirer.

15.2 The Hiree shall be responsible for ensuring that the fire regulations are not infringed.

15.3 Decorations shall always be fireproof and be removed after the Activity. When requested to do so by the Hirer, the Hiree shall produce the certificates required. Fire safety certificates, for example.

15.4 (Set-up and take-down of) Activities or dressings outside the Hired room shall always take place promptly and in consultation with various stakeholders and fall entirely under the responsibility of the Hiree. Decorations and exhibition materials, etcetera may only be put up under the supervision of a technician approved by the Hirer and shall require the prior submission to the Hirer of a proposal with a (construction) drawing. The Hiree shall not be permitted to put up the aforementioned with sticky tape, nails, drawing pins or other sharp aids.

16. Storage

16.1 The Hiree shall always store items in consultation with the Hirer, which items shall be limited to essentials. The Hirer shall be able to end storage of the said items without this having consequences for the other part of the Contract.

16.2 The Hirer shall be able to change the storage place without the consent of the Hiree. The Hirer shall be able to charge additional costs for storage.

16.3 The Hiree shall ensure that the items being stored are collected immediately after the Activity or the morning afterwards at the very latest.

17. Licences

The Hiree shall be obliged to ensure it obtains the licences and/or exceptions required for the Activities agreed. The Hiree shall bear all consequences of any refusal or withdrawal of the aforementioned licences and/or exceptions. Under no circumstances shall the aforementioned give rise to the termination or nullification of the Contract or to any further action against the Hirer.

18. Complaints

- 18.1 The Hiree shall notify the Hirer of all complaints observed about the Room or facilities, or the services provided, during the Hire Period and as soon as they are discovered, so that the Hirer can resolve the complaints in question - if possible. All consequences for not notifying the Hirer immediately shall be at the risk of the Hiree.
- 18.2 Within fourteen (14) days of the end of the Hire Period, The Hiree shall notify the Hirer in Writing of any complaints that he/she/it is only able to observe after the Hire Period.
- 18.3 If the Hiree does not notify the Hirer of a complaint on time, the Hirer shall be deemed to have performed the Contract as agreed.
- 18.4 Complaints shall not suspend the payment obligation to which the Hiree is subject.
- 18.5 The Hiree shall put the Hirer in a position to investigate the complaint and shall provide the Hirer with all relevant information and details.
- 18.6 If a complaint is well-founded, the Hirer shall endeavour - if possible - to perform the Contract correctly at that stage. Alternatively, the Hirer shall refund (part of) the agreed price/payment or give the Hiree a discount. If additional loss or damage is found, the provisions of the liability article shall apply.

19. Applicable law and competent court

- 19.1 Dutch law shall apply to Contracts entered into between the Hirer and the Hiree.
- 19.2 Disputes shall be submitted to the court with competence in the place of business of the Hirer. The Hirer shall also always have the right to submit a dispute to the competent court in the place where the Hiree has his/her/its place of business or residence.