IJVER

TERRAS BAR
N.D.S.M.

GENERAL TERMS AND CONDITIONS

(Venue) hire IJver

Firma IJver Amsterdam B.V., Scheepsbouwkade 72, (1033 WM) Amsterdam, CoC no.: 70548897

1. Definitions

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

Offer: any offer made by the Lessor, whether or not in the form of a written quotation.
Event: an occasion organised by the Hirer.
Consumer: a natural person acting outside the course of their business or profession.
Guests: all guests at, or participants in, an Event of the Hirer.
Hirer: the natural person or legal entity that enters into, or wishes to enter into, an Agreement with the Lessor.
Rental Period: the period/time agreed with the Hirer during which the Hirer rents the Room.
Minimum Spend Guarantee: reservations of the private space are made on the basis of a minimum spend guarantee, defined as a minimum amount to be spent on food and drink within the agreed space and time period. Rent is expressly not included in this amount. If the minimum spend is reached, use of the space is free of charge (apart from any agreed rent). If the minimum spend is not reached, the difference will be charged as room hire.
Agreement: the rental agreement, the arrangements regarding the hire and any associated facilities/services.
In Writing: by letter, email or any other form of communication that can be regarded as equivalent, such as WhatsApp messages.
Lessor: Firma IJver Amsterdam B.V., located at Scheepsbouwkade 72, Amsterdam.
Room/Rooms: the space(s) rented by the Hirer, including the usual facilities, such as utilities and materials, that the Lessor offers to the Hirer as such.

1.2 All provisions in these general terms and conditions are written for both business Hirers and private Hirers. The definition "Consumer" is used where a provision contains a deviation/addition that applies only to private Hirers.

2. Applicability

2.1 These general terms and conditions apply to every Offer made by the Lessor, to all options and to all Agreements for the (exclusive) hire of the Room and/or any associated facilities/services.

2.2 These general terms and conditions can also be viewed on the Lessor's website (www.ijveramsterdam.nl).

2.3 If (part of) a provision is void or is annulled, the remaining provisions of these general terms and conditions continue to apply.

2.4 In the event of any discrepancy between these general terms and conditions and a translation thereof, the Dutch text prevails.

2.5 The applicability of any general terms and conditions of the Hirer, including purchasing conditions, is expressly rejected, unless the Lessor has expressly accepted them In Writing.

2.6 Deviations from these general terms and conditions apply only if the Lessor and the Hirer have agreed them In Writing, and only to the Agreement for which they were agreed.

3. Room capacity

The Hirer is not permitted to exceed the maximum room capacity. If the maximum room capacity is exceeded, the Lessor is not liable for any damage resulting from this. In addition, the Lessor reserves the right to charge additional costs. The Lessor is also entitled to refuse Guests access to the Room in order to ensure safety.

4. Rental times

4.1 The Lessor rents to the Hirer the Room stated in the Agreement and makes this Room available to the Hirer on the date stated therein for the Event set out in the Agreement.

4.2 The Hirer declares that it accepts the hire of the stated Room on the stated date at the rental amounts and/or Minimum Spend Guarantees and other arrangements stated in the Agreement.

4.3 The Rental Period is as set out in the Agreement. The Rental Period may only be exceeded with the Lessor's permission. Additional rent is payable for this extra time, pro rata to the rent already agreed.

4.4 The Hirer must adhere to the start and end times described in the Agreement. Unless the Lessor and the Hirer agree otherwise, any activities for setting up, furnishing and/or decorating the Room or testing equipment may not take place before the start time. The Hirer must leave the Room at the agreed end time in the same condition in which it was found.

5. Use of the Room

5.1 When using the rented Room:

a. the Hirer follows the instructions of the Lessor's staff as far as possible;
b. the Hirer adheres to the maximum number of Guests per rented Room set by the Lessor;
c. the Hirer adheres to the Lessor's house rules, on the understanding that Guests who, in the Lessor's opinion, do not comply with the house rules may be refused access to the rented space by the Lessor with immediate effect;
d. the Hirer complies with rules and measures imposed by the authorities on the Hirer or the Lessor. Failing this, the Lessor will recover any sanctions/fines imposed on the Lessor from the Hirer;
e. the Hirer itself monitors whether all persons present during its Event have an invitation or are present without authorisation. The Lessor cannot reasonably prevent guests of its restaurant/terrace or other areas from entering the Room rented by the Hirer uninvited;
f. the Hirer keeps all fire and extinguishing equipment and escape routes in/around the rented space clear at all times;
g. the Hirer may not stick or attach anything in/to the Room without the Lessor's prior permission;
h. it is not permitted to use or bring into the Room highly flammable/combustible or explosive substances or items, gases, hazardous or malodorous substances or radioactive sources without the Lessor's prior permission;
i. the Hirer may not place advertising et cetera on/around the building without the Lessor's prior permission;
j. the Hirer may not throw rice or confetti, set off fireworks or use smoke machines/hazers without the Lessor's prior permission. The Lessor will charge cleaning and repair costs to the Hirer;
k. the Lessor's premises must be entered and left quietly, without causing nuisance to local residents. The last Guest must have left the premises by the latest agreed end time.

5.2 Guests have access to an Event planned by the Hirer only at the Hirer's invitation.

5.3 The Hirer and Guests are prohibited from entering any spaces other than the rented Room, with the exception of the toilets and the areas leading to the rented space.

5.4 Before and during the Event, the Hirer complies with the measures the Lessor deems necessary with regard to the sound level in the Room. The Hirer keeps windows and external doors closed at all times while music is being played or performed. No acoustic music may be performed without the Lessor's prior permission.

5.5 The Hirer ensures that its Guests and, where applicable, the suppliers and facility companies it has contracted also comply with the obligations in this article. If Guests or contracted suppliers and facility companies fail to comply with these obligations, the Hirer is liable for any resulting damage.

5.6 The Hirer must provide the Lessor with a programme/timetable no later than four (4) weeks before the Event, together with a statement of the nature of all activities that will take place in the rented space, including any sound and/or video recordings of the Event.

5.7 The Lessor is at all times entitled to supervise the Event taking place in the rented space. In this context, the Lessor is entitled to prohibit or stop activities if they are punishable by law and/or, in its opinion, offensive to persons or groups, or do not meet the general standards of public order, morality, decency and safety, or are manifestly contrary to its interests. The Hirer undertakes to inform the Lessor in advance if situations as described above may arise.

5.8 Without prior written permission, the Hirer is not permitted to use the rented space for an Event other than the one it has specified, to give this Event a name other than the one specified, or to advertise in a way that differs from the Event previously specified to the Lessor.

5.9 The Hirer is prohibited from making the rented space, with everything belonging to it, available to third parties in whole or in part, in any way whatsoever, whether or not for payment, without the Lessor's prior written permission. If the Lessor grants such written permission, the Hirer ensures that (the provisions of) these general terms and conditions apply between it and the third-party user and are complied with. The Hirer remains fully liable to the Lessor.

5.10 The Hirer will comply with the provisions of the law and local regulations, as well as with customary practice regarding hire and letting and with government regulations. The Hirer must also observe the oral and written instructions given by or on behalf of the Lessor in the interest of proper use of the rented space.

6. Catering with hire

6.1 Unless the Lessor and the Hirer agree otherwise In Writing, the Hirer must use the Lessor's catering facilities.

6.2 It is not permitted to sell or provide free of charge any food, drinks and/or stimulants, unless the Lessor has given the Hirer permission to do so In Writing. The Lessor may attach conditions to this permission.

7. Reservations and bookings

7.1 An optional reservation can be placed on request. An optional reservation is non-binding and can be cancelled free of charge. If another party shows interest in reserving at the same time, the Lessor will always first contact the Hirer holding the option for confirmation or cancellation, in any case by email and, where possible, also by telephone.

7.2 If the optional reservation is not confirmed within 48 hours of (the first attempt at) making contact, the Lessor will have to cancel the optional reservation.

7.3 An optional reservation is valid for a maximum of thirty (30) days. If no definitive reservation is made within this period, the optional reservation lapses automatically.

7.4 All offers made by the Lessor are non-binding, i.e. subject to the express condition that an obligation and confirmation on the part of the Lessor only arise once the Lessor is in possession of the Agreement signed by the Hirer and any deposit has been paid.

7.5 The Lessor is entitled to split bookings into several separate Agreements.

7.6 If the Hirer orders a lunch, dinner, buffet, sandwiches or the like (including catering with hire), the number of persons specified by the Hirer is binding for invoicing. The Hirer may reduce this number of persons by a maximum of 10% up to three (3) days before the reserved date. After this period, the Hirer owes the Lessor the full quoted amount.

7.7 The Hirer may notify any allergies and dietary requirements up to three (3) working days before the reserved date.

8. Prices

8.1 All prices quoted to the Hirer are exclusive of VAT and other government levies, and exclusive of any costs to be incurred under the Agreement, including shipping and administration costs, unless stated otherwise in the Offer. If the Hirer is a Consumer, all quoted prices are inclusive of VAT and other government levies. Until the Agreement is concluded, prices and menus are subject to change.

8.2 The Lessor ensures that the Offer gives a realistic picture of the Hirer's costs. The Lessor may charge the Hirer retrospectively for costs arising from changes, additional requests or circumstances on the Hirer's side.

8.3 If the Lessor bases the Offer on information from the Hirer and this information proves to be incorrect and/or incomplete or subsequently changes, the Lessor may adjust the quoted prices and/or time frames accordingly.

8.4 The deposit amounts to 30% of the price set out in the Agreement, unless agreed otherwise In Writing. The deposit must be paid within fourteen (14) days of signing the Agreement.

8.5 If the Lessor makes the Hirer a combined Offer and the Hirer wishes to use only part of the Offer, the Lessor is not obliged to rent/supply that part for a corresponding part of the price, but may make the Hirer a new Offer for that part.

8.6 Prices do not automatically apply to new or future Agreements.

8.7 When determining the price/fee, the Lessor takes into account the hourly rate for staff costs (including project management) and basic cleaning costs. If the estimated hours have to be exceeded (for example due to overrun or additional requests from the Hirer), the Lessor will charge the additional staff or cleaning costs to the Hirer.

8.8 The Lessor will charge the Hirer for the costs of (additional) security, such as for the reception of special Guests, expected protests/demonstrations in connection with the Event, or a threatened excess of the permitted number of Guests.

8.9 If it turns out that more Guests are present than the Lessor and the Hirer have agreed, the Lessor is entitled to charge the Hirer additional costs for this. Insofar as the amount of these costs is not expressly stated in the Agreement, it is calculated by multiplying the number of Guests in excess of the agreed number by the agreed price per Guest (based on drink and menu choices).

8.10 Once the Agreement has been concluded, the agreed prices are fixed, subject to the provisions of Articles 4.3, 8.2, 8.3, 8.7, 8.8, 8.9 and 8.11. If the VAT rate or another government levy changes after the Agreement has been concluded, the Lessor may pass this change on to the Hirer.

8.11 The rented space comprises only the Room and facilities described in the Agreement. The Lessor will charge the Hirer separately for the hire of additional equipment and other facility requirements.

9. Payment

9.1 The Hirer must pay the remainder of the outstanding invoice amount within fourteen (14) days of receipt of the invoice, unless agreed otherwise In Writing.

9.2 If the Hirer has not paid (in full) within the payment term, a business Hirer owes the Lessor the statutory commercial interest under Article 6:119a of the Dutch Civil Code on the invoice amount, and a Consumer owes the statutory interest under Article 6:119 of the Dutch Civil Code. In addition, the Lessor may, at its discretion, dissolve or terminate the Agreement with immediate effect and refuse the Hirer and/or the Hirer's Guests (further) access, or suspend/not provide agreed services. Unless the Lessor and the Hirer agree otherwise, the Hirer remains liable for the agreed price.

9.3 If payment by the Hirer is not forthcoming, the Lessor will send a payment reminder. If the Hirer is a Consumer, the Lessor will allow a period of at least fourteen (14) days after receipt of this reminder for payment to be made. If payment is still not made, the extrajudicial collection costs payable by the Hirer are:

a. 15% of the principal sum on the first € 2,500.00 of the claim (with a minimum of € 40.00);
b. 10% of the principal sum on the next € 2,500.00 of the claim;
c. 5% of the principal sum on the next € 5,000.00 of the claim;
d. 1% of the principal sum on the next € 190,000.00 of the claim;
e. 0.5% of the remainder of the principal sum.

All of this subject to an absolute maximum of € 6,775.00.

9.4 For the calculation of the extrajudicial collection costs, the Lessor may, after one (1) year, increase the principal sum of the claim by the statutory interest accrued in that year.

9.5 The Lessor will apply payments received first to all interest and costs owed and then to the due invoices that have been outstanding the longest, unless the Hirer states In Writing at the time of payment that it relates to a later invoice.

9.6 The Hirer may not set off the Lessor's claims against counterclaims the Hirer believes it has against the Lessor. This also applies if the Hirer applies for a (provisional) suspension of payments or is declared bankrupt.

9.7 The Lessor is at all times entitled to request information on the Hirer's creditworthiness. If the Hirer does not cooperate with this and/or is not creditworthy, the Lessor is entitled to dissolve the Agreement.

10. Cancellation

10.1 The cancellation costs in this article are calculated on the reservation value. The reservation value is the total price set out in the Agreement, including the Minimum Spend Guarantee, food and drink, rent and the costs of additional facilities and/or related services booked by the Hirer.

10.2 If the Hirer wishes to cancel an Agreement relating to all of the Lessor's Rooms (exclusive hire), the following cancellation costs apply:

a. cancellation more than three (3) months before the rental date: 15% of the reservation value;
b. cancellation more than two (2) months up to and including three (3) months before the rental date: 25% of the reservation value;
c. cancellation more than one (1) month up to and including two (2) months before the rental date: 35% of the reservation value;
d. cancellation more than two (2) weeks up to and including one (1) month before the rental date: 60% of the reservation value;
e. cancellation more than one (1) week up to and including two (2) weeks before the rental date: 85% of the reservation value;
f. cancellation one (1) week or less before the rental date, or no-show: 100% of the reservation value.

10.3 If the Hirer wishes to cancel an Agreement for one or more Rooms other than as referred to in Article 10.2, the following cancellation costs apply:

a. cancellation more than eight (8) weeks before the rental date: 15% of the reservation value;
b. cancellation more than four (4) weeks up to and including eight (8) weeks before the rental date: 20% of the reservation value;
c. cancellation more than three (3) weeks up to and including four (4) weeks before the rental date: 30% of the reservation value;
d. cancellation more than two (2) weeks up to and including three (3) weeks before the rental date: 40% of the reservation value;
e. cancellation more than one (1) week up to and including two (2) weeks before the rental date: 60% of the reservation value;
f. cancellation more than two (2) days up to and including one (1) week before the rental date: 80% of the reservation value;
g. cancellation two (2) days or less before the rental date, or no-show: 100% of the reservation value.

10.4 For group reservations without room hire and without a Minimum Spend Guarantee, the following cancellation costs apply instead of Articles 10.2 and 10.3:

a. dinner reservations of twelve (12) persons or more: € 15 per person if the Hirer cancels less than 72 hours in advance;
b. group drinks of thirty (30) persons or more: € 7.50 per person if the Hirer cancels less than seven (7) days in advance.

10.5 Solely at the Lessor's discretion, the cancellation costs for Consumers may also consist of reasonable compensation for loss suffered and/or profit forgone by the Lessor.

10.6 The Lessor will also charge the cancellation costs set out in this article if the Hirer cancels or dissolves the Agreement due to illness or infection within (the group of) the Hirer, or due to the Hirer's own policy (independent of government measures) regarding gathering in groups.

10.7 Insofar as the Lessor cannot fulfil its obligations due to measures imposed by the authorities (for example a restriction on the maximum number of Guests or closure), the Lessor will not charge any cancellation costs, unless the measure takes effect less than 48 hours before the rental date. In that case the Lessor will charge the Hirer 50% of the costs it has reasonably incurred.

10.8 The Hirer indemnifies the Lessor against third-party claims arising from the cancellation.

10.9 The Lessor may set off the cancellation costs owed by the Hirer against all amounts paid by the Hirer and any counterclaims of the Hirer.

10.10 Cancellation or dissolution can only be made by email with confirmation of receipt by the Lessor, or by registered letter.

11. Dissolution by the Lessor

11.1 The Lessor may dissolve the Agreement out of court with immediate effect, without being liable to the Hirer for damages, in the event of:

a. failure by the Hirer to fulfil its obligations under the reservation or Agreement, after the Hirer has been given notice of default In Writing and a reasonable period to still comply, unless compliance is already permanently impossible;
b. serious misuse of the rented space by the Hirer (or users);
c. serious nuisance caused by the Hirer (or users) to other hirers, the Lessor's Guests or local residents;
d. the provision of incorrect information, or the withholding of correct information, by the Hirer to the Lessor, as a result of which the Lessor would not have entered into the Agreement, or not on the same terms;
e. a serious suspicion of possible disturbance of public order or safety in connection with the Event;
f. an Event that seriously jeopardises the Lessor's good name;
g. urgent and necessary repairs of/to the Room or facilities at such a time that the Lessor cannot carry them out or complete them before the start of the Rental Period.

11.2 If urgent and necessary repairs are required during the Rental Period, the Hirer must tolerate them. The Lessor will take the Hirer's use of the Room/facilities into account as far as possible.

11.3 If the Lessor dissolves the Agreement pursuant to Article 11.1 under g, or for another reason not attributable to the Hirer, the Lessor will refund the amounts already paid by the Hirer. In that case the Hirer is not entitled to any further compensation.

12. Liability

12.1 The Lessor is only liable for direct damage resulting from a shortcoming attributable to the Lessor in the performance of the Agreement or from an unlawful act by the Lessor.

12.2 Any liability of the Lessor for indirect or consequential damage, such as business interruption, loss of profit, loss suffered and damage due to delay, is excluded.

12.3 If the Lessor is liable, the obligation to pay compensation is always limited to the maximum amount paid out by the Lessor's liability insurer in the case concerned. Insofar as the insurance does not pay out or the damage is not covered by an insurance policy taken out by the Lessor, the obligation to pay compensation is limited to the maximum invoice amount of the Agreement, or at least of the part of the Agreement to which the liability relates.

12.4 The limitations in Articles 12.1 to 12.3 inclusive do not apply if the damage is the result of intent or deliberate recklessness on the part of the Lessor or its managerial staff.

12.5 The Lessor is not liable to the Hirer for loss, theft, disappearance of or damage to items belonging to the Hirer or third parties present in the rented space, unless there is intent or gross negligence on the part of the Lessor. This also applies to items left behind. The Lessor is not responsible for the security and insurance of these items. The Lessor also reserves the right to remove items left behind without being liable for loss/damage.

12.6 The Hirer takes all necessary measures to prevent or limit damage.

12.7 All claims of the Hirer for compensation for damage suffered expire in any event six (6) months after the Hirer became aware, or could have become aware, of the damage it suffered and could have held the Lessor liable for it.

12.8 Nor is the Lessor liable for damage that arises or is caused:

a. by unusual/unforeseen (allergic) reactions of the Hirer's Guests to food served, which the Lessor could not or need not reasonably have taken into account;
b. as a direct or indirect result of an attributable shortcoming or unlawful act of the Hirer or the Hirer's Guests, such as breaching the measures/rules applicable to the use of the Room/facilities;
c. by uninvited guests at the Hirer's Event;
d. by errors in or incompleteness of the information provided to the Lessor by or on behalf of the Hirer;
e. by directions or instructions of the Hirer that are followed by the Lessor;

f. as a result of a choice made by the Hirer that deviates from the Lessor's advice or from what is customary, which the Lessor could not or need not reasonably have taken into account.

12.9 Throughout the term of the Agreement, the Hirer is liable to the Lessor for all damage and losses caused to the rented space, the other spaces used by the Hirer and, in general, to the building and its contents. The Hirer indemnifies the Lessor against all forms of damage caused by its staff and/or by persons admitted to the building by the Hirer, including Guests of the Event, suppliers, service providers and Guests or staff of/on behalf of any sponsors of the Hirer.

12.10 The Hirer ensures, and supervises, that no one present in or around the building is put at risk.

12.11 The Hirer declares that entering into the Agreement and the manner in which it uses the rented space do not infringe the rights of third parties. All costs associated with obtaining any permissions, including copyright and Buma (music licensing) fees, are for the Hirer's account.

12.12 The Hirer indemnifies the Lessor against third-party claims relating to infringement of copyrights, Buma rights and/or industrial property rights resulting from services to be performed by the Lessor on behalf of the Hirer.

13. Force majeure

In the event of force majeure, the Lessor may dissolve the Agreement by means of a written statement addressed to the Hirer, or adjust its services or suspend them for a reasonable period. In that case the Lessor is not liable to the Hirer. Examples of force majeure are: business disruptions due to fire, burglary, sabotage, failure of electricity, internet or telephone connections, cybercrime, strikes, risk of collapse, weather conditions and natural phenomena (natural disasters etc.). Insofar as the force majeure situation arises after the Lessor has already partially performed the Agreement, the Lessor is reasonably entitled to payment for the deliveries already made. In the event of cancellation due to a storm, the Lessor applies cancellation costs according to the Dutch weather warning colour codes: 75% cancellation costs for code yellow, 65% for code orange and 50% for code red.

14. Technical facilities

14.1 If the Hirer wishes to use the Lessor's technical facilities, this must be agreed with the Lessor at least one (1) month before the rental date. If this has not been agreed, the Lessor reserves the right to refuse the technical facilities. Technical installations are operated only by or under the supervision of technicians designated by the Lessor. The Lessor is not liable for damage caused by technical failures, unless due to intent or gross negligence on the part of the Lessor or its staff.

14.2 Temporary additional connections for technical facilities may only be installed by, under the responsibility of, or on behalf of the Lessor, at the Hirer's expense.

14.3 Additional technical facilities may only be installed and used by a technician appointed by the Lessor, unless agreed otherwise.

14.4 The Hirer may not bring its own equipment unless the Lessor has given permission for this. The Hirer is itself responsible for installing its own equipment. However, the Lessor may require a technician designated by the Lessor to be present when the equipment is operated during the Rental Period. Where applicable, the staff costs for this are for the Hirer's account.

15. Decorations

15.1 Decoration of the Room and/or changes to the layout of the Room must be requested in good time and may only be made under the supervision and with the approval of the Lessor.

15.2 The Hirer is responsible for ensuring that fire service regulations are not breached.

15.3 Decorations must be fireproof at all times and must be removed after the Event. At the Lessor's request, the Hirer must be able to produce the required certificates, for example relating to fire safety.

15.4 (Setting up and dismantling of) activities or decorations outside the rented space must always take place in good time and in consultation with the parties involved, and are entirely the Hirer's responsibility. Decorations, exhibition materials and the like may only be attached under the supervision of a technician approved by the Lessor. A proposal including (construction) drawing must be submitted to the Lessor in advance. The Hirer is not permitted to attach materials using adhesive tape, nails, drawing pins or other sharp means.

16. Storage

16.1 Storage of goods by the Hirer must always be arranged in consultation with the Lessor, is limited to what is strictly necessary and may be ended by the Lessor without consequences for the rest of the Agreement.

16.2 The Lessor may change the place of storage without the Hirer's permission. The Lessor may charge additional costs for storage.

16.3 The Hirer ensures that stored items are collected immediately after the Event or by the following morning at the latest.

17. Permits

The Hirer is obliged to obtain the required permits and/or exemptions for the agreed activities. The consequences of any refusal or withdrawal thereof are entirely for the Hirer's account and can under no circumstances give rise to dissolution or annulment of the Agreement or to any further action against the Lessor.

18. Complaints

18.1 The Hirer reports all complaints identified about the rented Room/facilities or the services provided with them to the Lessor during performance and immediately upon discovery, so that the Lessor can remedy these complaints where possible. All consequences of not reporting immediately are at the Hirer's risk.

18.2 Complaints that the Hirer can only identify after the end of the Rental Period must be reported to the Lessor In Writing no later than fourteen (14) days after the end of the Rental Period.

18.3 If the Hirer does not report a complaint in time, the Lessor is deemed to have performed the Agreement as agreed.

18.4 Complaints do not suspend the Hirer's payment obligation.

18.5 The Hirer enables the Lessor to investigate the complaint and provides the Lessor with all relevant information/details.

18.6 In the event of a justified complaint, the Lessor will, where possible, try to still perform the Agreement correctly, or will offer a refund of (part of) or a discount on the agreed price/ fee. If there is additional damage, the provisions of Article 12 apply.

19. Personal data

19.1 The Lessor processes personal data of the Hirer and Guests, such as names, contact details, allergies and dietary requirements, solely for the performance of the Agreement and insofar as required by law, in accordance with the General Data Protection Regulation (GDPR).

19.2 The Lessor takes appropriate technical and organisational measures to protect personal data against loss and unlawful use. Data on allergies and dietary requirements is shared only with the staff who need it to prepare and serve food and drink.

19.3 The Lessor does not retain personal data for longer than necessary for the purpose for which it was obtained, or for as long as the law requires.

19.4 The Lessor will notify the Hirer without undue delay of any breach relating to personal data of the Hirer or Guests.

19.5 The Hirer guarantees that it has lawfully obtained, and may share, the personal data of Guests that it provides to the Lessor.

19.6 The Lessor does not make photo or video recordings of the Event for its own publications (such as its website or social media) without the Hirer's prior permission.

20. Confidentiality

20.1 The Lessor and the Hirer keep confidential all confidential information they receive from each other in connection with the Agreement. Information is confidential if this has been communicated or if it follows from the nature of the information.

20.2 This obligation does not apply to information that is already public, or insofar as a party is required by law or by order of a competent authority to provide the information.

20.3 The Lessor does not use the Hirer's name and logo in advertising without the Hirer's prior written permission.

21. Use of AI

21.1 The Lessor uses artificial intelligence (AI) tools to improve its services, for example when writing quotations and emails, and for planning and administration.

21.2 For the Lessor, AI is a tool. An employee of the Lessor always checks quotations, confirmations, invoices and other arrangements with the Hirer before they are sent. The Lessor does not allow decisions about the Hirer or Guests to be made solely by AI.

21.3 The Lessor only uses personal data and confidential information of the Hirer in AI tools where this is necessary for the performance of the Agreement. For this purpose, the Lessor only uses business versions of AI tools, where the provider does not use this data to train the AI. Where possible, the Lessor configures these AI tools so that personal data entered is automatically deleted after use. Article 19 (Personal data) continues to apply in full.

21.4 The Lessor does not enter data on Guests' allergies, dietary requirements or health into AI tools.

21.5 The use of AI does not change anything in the arrangements in these general terms and conditions. The Lessor remains responsible for its services as described in these terms and conditions.

21.6 On request, the Lessor will inform the Hirer which AI tools it uses.

22. Applicable law and competent court

22.1 Agreements between the Lessor and the Hirer are governed exclusively by Dutch law.

22.2 Disputes will be submitted to the competent court in the Lessor's place of business. In addition, the Lessor always has the right to submit the dispute to the competent court in the Hirer's place of business or residence.