

# Het Nutshuis *Fonds 1818*

General Terms and Conditions dated 1 January 2019

## GENERAL PROVISIONS FOR THE RENTAL OF ONE OR MORE AREAS IN HET NUTSHUIS AND THE FONDS 1818 BUILDING

### **Article 1: General**

1. Where this document refers to 'Het Nutshuis', this will mean Stichting Het Nutshuis. Where this document refers to 'the building', this will mean the building on Riviervismarkt 4 and 5 in The Hague.
2. In these terms and conditions, the term 'client' refers to any person or legal entity that concludes or wants to conclude an agreement with Het Nutshuis.
3. The term 'agreement' refers to the agreement concluded between Het Nutshuis and the client concerning the rental of one or more areas in Het Nutshuis and/or the Fonds 1818 building that is subject to these general terms and conditions.
4. These general terms and conditions form part of all agreements concluded, quotations issued and order confirmations sent by Het Nutshuis.
5. Derogation from particular provisions of these general terms and conditions will only be permitted with the prior written consent of Het Nutshuis.
6. Het Nutshuis itself provides services in the building with regard to fixtures and fittings, light, sound, audiovisual equipment, staff and catering. In the event that Het Nutshuis does not itself provide such services, it uses a number of regular suppliers. Other suppliers will not be permitted, except with the express written consent of Het Nutshuis. In that case, the client will be responsible for the installation of the equipment.
7. These general terms and conditions form an integral part of the house rules applicable at Het Nutshuis, which can be found on [www.nutshuis.nl](http://www.nutshuis.nl).

### **Article 2: Extent of rented premises**

1. Het Nutshuis will rent out to the client the area or areas specified in the agreement, excluding equipment, for the purpose described in the agreement, which area or areas will be made available at the start of the rental.
2. The rented premises exclusively comprise the area or areas described in the agreement. The client will have no access to the other areas of Het Nutshuis, with the exception of communal areas such as the hall and toilets.
3. The client must abide by the rental start time and end time specified in the agreement. Before the start of the rental, the client will be unable to access the rented premises for the purpose of setting up, fitting out and/or furnishing the rented premises or testing equipment, except with the prior written consent of Het Nutshuis.

### **Article 3: Quotations and prices**

1. Options on the reservation of rooms and/or programmes will be granted in writing and be valid for 14 days, counting from the moment when the quotation is issued in writing. The option will expire without any further written notification being issued.
2. The client must inform Het Nutshuis in writing whether the option will be exercised before the expiry of the period for which the option was granted.
3. An agreement will be in force when both the client and Het Nutshuis have signed the agreement for approval or have approved the agreement by email.
4. The parties are aware that the event to be organised or other use of the rented premises by the client must be in keeping with the reputation, image and other events of Het Nutshuis and the building.
5. All costs associated with the services, goods and facilities to be provided by Het Nutshuis under the agreement will be payable by the client, unless expressly stipulated otherwise in writing.
6. Het Nutshuis cannot be held to a quotation if the client can reasonably understand that the quotation, or parts thereof, contains an obvious clerical error or mistake.
7. The prices are stated in euros and exclude VAT and other taxes, levies and duties.

### **Article 4: Payment**

1. All invoices from Het Nutshuis must be paid by the client by the deadline specified in the relevant invoice.

2. If any payment deadline is exceeded, Het Nutshuis will be entitled to charge the client commercial interest at the statutory rate from the due date onwards.

#### **Article 5: Additional supplies and services**

1. The client is not permitted to make use of technical facilities of Het Nutshuis, unless the client has informed Het Nutshuis of this in writing at least ten working days before the start of the rental.
2. The client is not permitted to install or operate sound, light and projection equipment of Het Nutshuis, except with the prior written consent of Het Nutshuis.
3. Invoices relating to additional supplies and services must be paid within 14 days of the invoice date. If payment is not effected in time, the contractual interest referred to in Article 4.2 will be owed.

#### **Article 6: Contract variations**

1. All changes to the agreed contract will be regarded as contract extras if they result in a cost increase and as contract reductions if they result in a cost reduction.
2. Contract reductions will be settled in accordance with the provisions relating to cancellation.
3. Contract extras will be settled when the final instalment is paid, based on subsequent costing and on the conditions agreed at the start.

#### **Article 7: Cancellation and termination**

1. Notice of cancellation of the agreement must be given in writing by means of an email to which the relevant agreement is attached.
2. If it is the client who cancels the agreement, the client will owe compensation in accordance with the following graduated scale:
  - 50% of the agreed amount if notice is given 31 days or more before the day of the rental;
  - 75% of the agreed amount if notice is given between 31 days and one day before the day of the rental;
  - 100% of the agreed amount if notice is given on the day of the rental.
3. The date of cancellation will be the date on which Het Nutshuis receives the written notice of cancellation.
4. Either party will be entitled to terminate the agreement prematurely with immediate effect, stating its reasons, if the other party is compelled to cease his or its activities, applies for or is granted a (provisional) moratorium, is the subject of a petition for bankruptcy, has been declared bankrupt, or has otherwise lost the power to dispose of his or its assets.

#### **Article 8: Ownership of goods, cash desk, publicity, recordings, repairs, etc.**

1. All non-consumer goods kept in the leased premises, such as furniture, crockery, cutlery, audiovisual equipment, etc., supplied by suppliers contracted by and/or on behalf of Het Nutshuis are and will remain the property of Het Nutshuis and/or those contracted suppliers.
2. The client will have to allow urgent and necessary repairs in or to the rented areas by or on the instructions of Het Nutshuis. Het Nutshuis will see to it that the client's use of the rented premises is taken into account as much as possible in the execution of the work arranged.

#### **Article 9: Delivery of rented premises at the start**

1. The client will inspect the rented premises at the start of the rental. The client is obliged to report any damage or other defects in the rented premises within 2 hours of the start of the rental, failing which the rented premises will be deemed to have been delivered to the client in good condition.

#### **Article 10: Liability and losses**

1. Het Nutshuis will not be liable for any losses sustained by the client, unless Het Nutshuis failed imputably to fulfil its obligations under the agreement.
2. Het Nutshuis will not be liable for any indirect or consequential losses sustained by the client, including but not limited to lost turnover and losses of third parties engaged by the client.
3. Het Nutshuis will be unable to rely on any limitation of its liability as referred to in this Article 10 if and insofar as the relevant loss is attributable to wilful misconduct or deliberate recklessness on its part, which includes wilful misconduct and deliberate recklessness on the part of its directors. The exclusion referred to in this Article 10.3 will expressly not apply in the event of wilful misconduct or deliberate recklessness on the part of one or more employees of Het Nutshuis.
4. The client will be liable for damage to the rented premises and losses sustained by third parties as a result of the use of the rented premises and/or the area or areas provided for use, and will indemnify Het Nutshuis against third-party claims relating to losses on that account.
5. If Het Nutshuis should detect any damage to walls, floors, etc. in the rented premises and/or the area or areas provided for use and the goods kept therein, it will be entitled to have this damage repaired at the client's expense insofar as the damage was caused during the use of the relevant area or areas by the client or is directly related to this use.
6. Any damage to or loss of goods that are the property of Het Nutshuis and/or suppliers contracted by Het Nutshuis that is attributable to the client and was caused by the client and/or the client's guests and/or the client's staff members must be reimbursed by the client to Het Nutshuis at replacement cost.

7. Without prejudice to Article 10.1, all items brought into the building by or on behalf of the client will be kept there at the client's risk. Het Nutshuis will not be responsible for insuring and/or monitoring such items. Het Nutshuis will not be liable for damage to or loss of goods, assets and monetary sums owned by the client or third parties (including members of the audience and performers) due to whatever cause, except in the event of wilful misconduct or gross negligence on the part of Het Nutshuis or its staff. The client will indemnify Het Nutshuis against third-party claims (as referred to above) in this respect.
8. The client undertakes to fit out, use and deliver the rented premises in consultation with Het Nutshuis and with due observance of the latter's safety regulations.
9. The client may not grant the use of, rent or sub-rent the rented area or areas to third parties.
10. Smoking is prohibited throughout the rented premises and is only permitted in the designated areas outside.
11. Except where the parties agree otherwise in writing, the client will see to it that any permits and/or dispensations that may be required for the activities to be performed by the client in the building are obtained from the competent authorities. Het Nutshuis will not be responsible or liable if such permits or dispensations should not be obtained, or are subject to restrictive conditions.

**Article 11: Special provisions regarding the use of the listed building**

1. Hammering nails or drilling in the building is prohibited at all times. The client may not put up any bills or attach other items in the rented premises and/or the area or areas provided for use, in whatever manner, unless Het Nutshuis has consented to this in writing and has approved the attachment material in advance.
2. The emergency exits present in the building may not be obstructed, and the fire-extinguishing equipment must be and remain accessible at all times.
3. The presence or use of fireworks, gas canisters, confetti, balloons, rice and other scatter material is prohibited at all times.
4. The use of naked flames (candles, tea lights, etc.), smoke machines and other smoke effects, tape and other adhesive materials is prohibited, subject to written consent.
5. Between 08:00 and 18:00 hours, the sound level in the rented premises may not exceed 90 dB. The client must take measures before and during an event in order to prevent this sound level from being exceeded. Amplified music with a maximum sound level of 90 dB will be permitted until 00:30 hours, provided that Het Nutshuis has consented to this in writing.
6. The client must ensure that visitors enter and leave the building quietly, so as to prevent any inconvenience for local residents.
7. Costs of surveillance or security measures relating to the reception of special guests, protests and demonstrations relating to a meeting to be held in the rented premises and visitor numbers exceeding the maximum specified in the agreement will be payable by the client. The client undertakes to ensure, when Het Nutshuis so requests, that additional security is present in Het Nutshuis when the rented premises are used in the evening or during the weekend, the costs of which will be payable by the client.

**Article 12: End of the agreement**

1. The rented premises must be vacant and clean at the end of the rental period. The client will see to the removal of all materials used by the client in the rented premises, such as boxes, information material, etc. If Het Nutshuis takes the view that the rented premises were not delivered clean at the end of the rental, it will be entitled to clean the rented premises itself (or arrange for this to be done) and to recover the cleaning costs from the client.
2. Het Nutshuis will be entitled to remove or arrange the removal of any goods left behind after the end of the rental period, and where necessary have these goods destroyed, at the client's expense.

**Article 13: Choice of forum**

Any disputes relating to the agreement or these general terms and conditions will be submitted exclusively to the competent court of The Hague.

**Article 14: Authority to make amendments**

In all cases not provided for in these terms and conditions, Het Nutshuis will decide. Het Nutshuis is also entitled to amend and supplement the provisions at all times.