

# PAKHUIS DE ZWIJGER

## General terms & conditions

### Article 1 (the leased space)

1. The leased space is exclusively that space designated as such by the lessor upon conclusion of the lease agreement.
2. The lessor is entitled, if necessary, to offer alternative space in the place of the leased space, which offer must be accepted by the lessee if the space offered is equivalent to the leased space, without the lessor being liable to pay any compensation.
3. The lessee is not entitled to enter any other spaces in the building, with the exception of the communal areas also accessible to other users of the building.
4. With the exception of the stipulations of Article 2, paragraph 2, the lessee has no entitlement to claim compensation from the lessor, in the event that it is unable to take the leased space into use at the agreed time owing to the fact that the leased space is not ready for use on time, provided that such inability to take the space into use cannot be principally attributed to gross negligence on the part of the lessor.
5. The lessee is not permitted to use the leased space for any purpose other than that specified by the lessee, nor to change the specified name of this purpose, nor make any advertisements deviating from the purpose previously specified to the lessor.

### Article 2 (rent and additional costs)

1. The agreed rent, as well as the costs incurred by the lessor in relation to the letting of the leased space, remain payable, also if the lessee makes no use of the leased space, for any reason whatsoever, with the exception of that stipulated in paragraph 2 of this article and Article 3, paragraph 1.
2. In the event that the lessor is unable to make the leased space available to the lessee, in full or in part, during the agreed lease period, and also fails to make the offer to the lessee referred to in Article 1, paragraph 2, the lessor will credit the lessee for the amounts already paid by the lessee in relation to the lease agreement and refund these to the lessee.
3. All costs to be incurred by the lessor for additional facilities, such as audio equipment, audiovisual equipment, partition walls and unforeseen expenses for additional personnel costs for cleaning and maintaining order will be at the expense of the lessee. The cost of the additional facilities referred to here will, as far

as possible, be stated to the lessee in advance; nevertheless, the lessee will in any event comply with all bona fide statements made by the lessor subsequently.

4. The year in which the lessee rents the hall will form the starting point for determining the applicable rents for halls, hourly rates for personnel and catering prices for the lessee. The lessor is entitled to charge on to the lessee price increases occurring after the agreement has been entered into. The basis for this will be formed by the consumer price index for family consumption, or another price index taking the place of this index. The price increases will be charged on to the lessee as from 1 January of the year following the calendar year in which the agreement in question was entered into. The lessee may not have recourse to any other list of rates or price agreement than that approved by the lessor, in compliance with the abovementioned starting points.
5. The normal opening times of Pakhuis de Zwijger are between 08.30 and 19.00; it is possible to rent halls between 08.00 and 23.00. If such is requested in advance, it is possible for the lessee to extend the lease period for a hall by an hour before opening (from 07.00) or an hour after closing (up to no later than 04.00), in return for payment of the hourly rate. The additional personnel hours worked in such cases will then also be charged on on an hourly basis.

### Article 3 (cancellation)

1. The lessee is entitled to cancel the lease agreement prior to commencement of the lease, which cancellation must be made in writing, subject to the understanding that the lessee will continue to be liable to pay the following to the lessor, alongside all costs already incurred by the lessor in relation to the lease, upon cancellation:
  - a. More than 120 days prior to the date of commencement of the lease 25% of the rent.
  - b. 120 to 60 days prior to the date of commencement of the lease: 50% of the rent
  - c. 60 to 30 days prior to the date of commencement of the lease 75% of the rent
  - d. 30 to 0 days prior to the date of commencement of the lease 100% of the rent and 50% of the personnel costs

#### **Article 4 (payment)**

1. The lessee is obliged, immediately following signature of the confirmation of its reservation, to pay 100% of the rent for the hall. 50% of the cost of personnel, catering, technical systems and materials will be charged in advance and must be paid within the terms stated on the invoice. The remainder must be paid within 14 days of the actual lease taking place.
2. The lessee may only claim a discount or compensation from the lessor, if agreements to this end have been entered into on paper and signed by both parties.
3. In the event of failure to pay the rent or the additional costs (within the specified term), the lessor will charge the lessee the statutory rate of interest on the outstanding amount.
4. In the event that the lessee fails to fulfil its obligations (on time), the lessor is entitled to consider the lease agreement to be dissolved, without any written statement to the lessee being required, and the lessor will be entitled to retain all payments already made by the lessee as compensation, without prejudice to its right to claim further compensation.
5. Any costs incurred by the lessor as a result of failure by the lessee to comply (on time) with the lease agreement, are at the lessee's expense, and the lessee will comply without any reservation with the bona fide statement of these by the lessor.  
Preliminary to the determination by the lessor of the actual costs, in such cases the extrajudicial costs between the parties will be provisionally set at an amount equal to 15% of the unpaid rent and the additional costs referred to in Article 2, with a minimum of € 100.
6. The prices quoted in the offers are to be increased by BTW [Dutch VAT] and other government levies, as well as any costs to be incurred within the framework of the agreement, including shipping and administration costs, unless stated otherwise.
7. The lessor is entitled at all times to request a statement of creditworthiness for the lessee. In the event that the lessee fails to cooperate in this and/or proves to be not creditworthy, the lessor is entitled to dissolve the agreement.

#### **Article 5 (furnishing and vacation)**

1. The furnishing and vacation of the leased space must take place in consultation with the lessor. No later than two weeks prior to the commencement of the lease, the lessee must inform the lessor of the furnishing and layout of the leased space it desires. The lessor is entitled to issue binding instructions to the lessee in relation to the performance of work in or on the leased space, and the use thereof.
2. Work performed by third parties upon the lessee's instructions will at all times be supervised by a person appointed by and on behalf of the lessee.
3. Except with written permission from the lessor, the lessee may make no changes to the leased space, and no sticking, cutting, breaking, drilling or nailing, etc., may take place on or in floors, walls, columns, etc.
4. Work to be performed for cleaning and the temporary connections for electricity, water, water supply and discharge, gas, telephone and temporary connections to the internal digital infrastructure may only be performed by persons/companies specified by the lessor. The costs associated with this are at the lessee's expense. The lessor is not liable for any damage whatsoever arising through, or in relation to, such temporary connections, and the lessee indemnifies the lessor from any claims by third parties.
5. Following termination of the lease period, the lessee must deliver the leased space in the condition in which it was found at the time it was made available. Should the lessee fail to comply with this, the lessor will be entitled to take the measures necessary at the lessee's expense and the lessee will be liable for any damage arising from the lessor being unable to re-let the space as a result of inadequate delivery.

#### **Article 6 (internal rules)**

1. The lessee is obliged vis-à-vis the lessor to comply with all regulations and instructions issued by the Municipality of Amsterdam, the fire brigade and/or other authorities in relation to the use of the leased space, and to bear any direct or indirect costs of such.
2. Fixing advertising media to, on and around the leased space, as well as the content of advertising messages for an event to be organised in the leased space, must be approved by the lessor. The lessor is charged with the general supervision of the security of the entrances to the building. The parties will enter into consultation in good time prior to commencement of the lease on the question of whether extra security may be necessary in view of the proposed use of the leased space by the lessee. Should this prove to be necessary, this extra security will be provided by persons appointed by the lessor. The cost of this will be at the lessee's expense.
3. The operation of technical systems will take place exclusively by or under the supervision of the lessor's personnel. The lessor is not liable for defects in these technical systems.
4. No highly flammable or explosive substances and other hazardous or bothersome goods may be placed in the leased space.
5. No food or drinks brought in by the lessee and its personnel or persons in the leased space on its behalf, may be consumed in the leased space, as well as in the communal areas, other than with explicit permission from the lessor. Holding receptions, parties, lunches, dinners, etc., is only possible using the lessor's own caterers or catering organisations specified by the lessor, unless it is specifically agreed otherwise.
6. It is not permitted for the lessee to install and use its own facilities and systems, such as audiovisual equipment and audio equipment, in the leased space, unless this has been explicitly agreed with the lessor.
7. The lessee will ensure that the other users of the building do not experience any nuisance. The lessee is obliged to follow instructions from the lessor in this respect.
8. The lessee guarantees that, when holding an event, the participants in this are aware of these general terms & conditions.
9. Loading and unloading should preferably take place during the office hours of Pakhuis de Zwijger, from 09.00 – 11.00 a.m. Work outside of these hours may only take place with permission from the lessor.

#### **Article 7 (liability and indemnification against claims by third parties)**

1. The lessor is not liable vis-à-vis the lessee, its personnel or persons present or to be present on its behalf in the building of which the leased space makes up part, for the consequences of visible or invisible defects and/or properties of the building or for the consequences of failure to fulfil (on time) any condition of the lease agreement, except in the case of gross negligence on the part of the lessor.
2. Goods belonging to the lessee or third parties and present in the building of which the leased space makes up part before, during and after the lease period and during periods between nonconsecutive lease periods, are at the risk of the lessee or these third parties. The lessor is not liable for the theft and/or loss of monies and/or goods from the building.
3. The lessee indemnifies the lessor against any claims by third parties in relation to damage in cases in which the lessee itself can make no claim for compensation vis-à-vis the lessor.
4. All work performed by third parties, appointed by the lessee, such as technicians, stand erectors, organisation agencies, etc., is performed at the lessee's expense and responsibility, with the observance of that stated in Article 5, paragraph 3.
5. Complaints about work performed must be submitted to the lessor in writing by the lessee within 3 (working) days, and in any event within one week of the letting. This notice of default must contain as detailed a description as possible of the shortcoming, to allow the user to make an appropriate response.

**Article 8 (permits and third-party rights)**

1. The lessee will obtain all permits required for its manner of use of the quay and the square in front of Pakhuis de Zwijger by the local or national authorities or any other competent body and/or third party. The lessee declares that, by entering into the lease agreement and through its manner of use of the leased space, no infringement of the rights of third parties will take place. All costs associated with obtaining these permits, including copyright and BUMA [music performance] rights, are at the lessee's expense.
2. In the event that the conditions set out in paragraph 1 are not fulfilled, this will not constitute grounds for dissolution of the lease agreement, nor for any action against the lessor, while the lessee will indemnify the lessor against any claims against the lessor from third parties, which may ensue herefrom.

**Article 9 (additional conditions)**

1. The lessee is not permitted to sub-let the leased space, either in full or in part, to third parties without permission from the lessor.
2. The lessee will allow the personnel and those holding an authorisation from the lessor free access to the leased space, once these have presented their authorisation, in order that they can perform their tasks and inspect compliance with the lease agreement.
3. The lessee must inform the lessor at least 14 days prior to commencement of the lease of the expected arrival of special guests, such as members of the Dutch Royal Family and holders of high ministerial office, following which the parties will consult on the required security and protocol measures.
4. In the event of disturbances attributable to the lessee and in the event that the lessee fails to fulfil one of its obligations ensuing from the lease agreement, requests a moratorium, or a petition for liquidation is made, the lessor is entitled to consider the lease to be dissolved with immediate effect, without any written statement to the lessee being required, and the lessee must immediately comply with its obligation to deliver as described in Article 5, paragraph 4, at the lessor's first instruction, without prejudice to the lessor's right to compensation for damages resulting from this means of termination of the lease.
5. No photography or filming is permitted within the building without permission from the lessor.
6. Should the lessor ascertain, following conclusion of the agreement, that the meeting is

of a racist, fascist and/or any other nature that violates human rights, the lessor is entitled at all times to cancel the meeting unilaterally, without any financial compensation being payable.

**Article 10 (competent court)**

The court in Amsterdam is exclusively competent to rule on all disputes that may arise in relation to this lease.