

# Taets Art and Event Park – Terms and Conditions

## 1. Applicability; offers

1.1 These General Terms and Conditions apply to all offers made by Taets Catering Services B.V. ('**Taets**') and all agreements between Taets and its counterparty (**the 'Organiser'**) who organises an event ('**Event**') at the location let by Taets to the Organiser (**the 'Location'**) or who purchases additional services from Taets in connection with this letting, such as but not limited to energy, parking guidance, safety, toilet management, location management and catering services ('**Additional Services**').

1.2 All offers made by Taets will be valid for ten (10) working days unless Taets withdraws the offer within this period. After this period or after the withdrawal any options granted by Taets will lapse and Taets will be able to use the reserved capacity for other applications.

1.3 The agreement will be formed at the moment the order confirmation sent by Taets has been signed by both parties. If a written agreement or order confirmation has been omitted, the agreement will nevertheless be deemed to have been formed if Taets has already begun to perform it insofar as this commencement of the performance arises from arrangements or statements of or on behalf of the Organiser which Taets could and was reasonably allowed to rely on.

1.4 Any arrangements between Taets and the contact or representative of the Organiser will be binding on the Organiser.

1.5 The General Terms and Conditions of Taets prevail over any general terms and conditions of the Organiser.

1.6 Any deviations from these General Terms and Conditions are binding if Taets has agreed to them in writing.

## 2. Prices; payments

2.1 All payments must take place within ten (10) working days after having received an invoice to this end.

2.2 All prices are exclusive of VAT.

2.3 The Organiser is obliged to pay 100% of the agreed rent to Taets immediately after the formation of the agreement, at the latest within ten (10) working days after receipt of an invoice to this end.

2.4 The Organiser is obliged to pay 25% of the agreed price for Additional Services to Taets immediately after the formation of the agreement. 10 days before the commencement of the Event the Organiser must have paid 85% of this price to Taets. The remainder (15%) must be paid by the Organiser to Taets after the Event has taken place and after having received a final invoice to this end.

2.5 The price for the Additional Services will be determined on the basis of subsequent calculation whereby Taets reserves the right to charge additional personnel costs should the Event run over.

2.6 Taets will provide advance invoices for the provision of Additional Services which will be settled with the final invoice.

2.7 If in the opinion of Taets the creditworthiness of the Organiser would give rise to it, Taets will be entitled to demand a security from the Organiser in the form of a bank guarantee.

2.8 The Organiser will not be entitled to invoke setoff.

## 3. Cancellation

3.1 The Organiser is not entitled to cancel an Event unless he offers irrevocably at the same time to pay the amounts determined below. Every cancellation is deemed to include such an offer. Such an offer is deemed to have been accepted if Taets does not reject the offer immediately.

a) on cancellation more than 120 days before the commencement of the Event, the Organiser will be obliged to pay 50% of the total price (that is to say: the rent plus the price of Additional Services) to Taets;

b) on cancellation at least 30 days before the moment referred to the Organiser will be obliged to pay 75% of the total price to Taets.

c) on cancellation less than 30 days before the moment referred to the Organiser will be obliged to pay 100% of the total price to Taets.

3.2 With regard to the provision of catering services, the Organiser guarantees a minimum number of guests preferably upon entering into the agreement but not later than ten (10) working days before the commencement of the Event. Up to five (5) days before the Event the Organiser can pass on to Taets a lower number than the number of guests originally specified. If the corrected number of guests is less than 50% of the original number, this constitutes a partial cancellation of that part of the agreement. Clause 3.1 will apply to that. In that case Taets will determine the amount of the payment obligation of the Organiser on the basis of the details as stated on the order confirmation.

3.3 Any amounts paid by the organiser to Taets pursuant to Clause 2 are not reclaimable after a cancellation pursuant to Clause 3.1. and Clause 3.2.

## 4. Performance

4.1 The Organiser organises the Event at his own expense and risk.

4.2 The Location will be delivered on commencement of the Event and accepted by the Organiser in the condition in which it is then. If no delivery takes place, the Location is deemed to have been accepted by the Organiser if he puts it into use without any protest.

4.3 The Additional Services will be provided in line with what has been agreed in the order confirmation.

4.4 The Organiser is obliged to act as a good tenant with regard to the use of the Location.

4.5 The performance of the agreement between Taets and the Organiser is based on the nature of the Event, the numbers specified and the circumstances described, as indicated by the Organiser. If the specifications of the Organiser do not correspond with the actual numbers, circumstances or nature of the Event, Taets will not be liable for any of their consequences.

4.6 The Organiser will ensure that the agreed maximum number of visitors is not exceeded, will follow the safety instructions of Taets and observe the (fire) safety requirements of the fire service. The Organiser shall always ensure that any fire fighting equipment, escape routes and emergency exits at the Location are free and accessible and ensure that the signs indicating the emergency exits are and remain visible.

4.7 The Organiser must have any licenses required under public law in his possession before the Event. Taets will at all times be entitled to ask the Organiser to peruse the licenses obtained. The Organiser himself will have to apply for the required licenses.

4.8 An environmental permit is applicable to the site of the Location, under which specific conditions are stipulated with regard to noise pollution. If necessary Taets will apply for an exemption from the regulations with regard to noise pollution. The application of the exemption is explicitly reserved to Taets. Taets does not accept any liability towards the Organiser if the required exemptions are not granted by the competent authorities. Any noise measurements for the Event can only be carried out by a measuring agency to be appointed by Taets.

4.9 The Organiser is responsible for applying for consents and payment of any fees to collective rights organisations such as BUMA / STEMRA and SENA.

4.10 Subject to the prior written consent of Taets, the Organiser will not be allowed to dispose of the Location in whole or in part to any third parties via letting, subletting or use.

4.11 Taets is entitled to have certain agreed services carried out by third parties not employed by Taets.

## 5. Intellectual property; ownership of goods

5.1 The TAETS trademark and the TAETS ART & EVENT PARK trade name will at all times remain the property of Taets. Taets grants to the Organiser the non-exclusive right to use this trademark / this trade name in connection with the promotion of the Event. Taets reserves the right to prohibit this use at its own discretion in connection with the nature of the Event or to attach further conditions to this use.

5.2 All crockery goods, silverware, tables, chairs, linens and other non-consumables provided by Taets remain the property of Taets. Damage to or loss of these goods caused by the Organiser or his invitees or his employees or the visitors to the Event, must be reimbursed by the Organiser to Taets at cost.

## 6. Complaints

6.1 The Organiser can no longer invoke a fault in the performance by Taets if he has not submitted a complaint to Taets within three working days after the end of the Event.

6.2 Contrary to Clause 6.1 the Organiser can no longer invoke a fault in the Location after he has accepted it in accordance with Clause 4.2.

6.3 Contrary to Clause 6.1 the Organiser must report a complaint about any food and/or drinks immediately after detection so that Taets has the opportunity to check whether the complaint is justified and, if possible, to remedy it.

## 7. Failure; termination

7.1 Any attributable failure of a party in fulfilling one of its obligations entitles the counterparty to terminate the agreement without any judicial intervention being required unless the failure does not justify this termination. Insofar as the fulfillment is not permanently impossible, the entitlement to terminate will only be created when the party has been given a notice of default and has been allowed a period of 10 working days to remedy the failure.

7.2 If the Organiser fails in the performance of Clause 2, Clause 4 and Clause 5.1 of these General Terms and Conditions, the Organiser will automatically be in default and Taets will be entitled to terminate the agreement with immediate effect without any judicial intervention and without a notice of default being required.

7.3 As a result of the termination of the agreement by Taets pursuant to Clause 7.2, Taets will be entitled:

a) to discontinue the performance of the agreement without being in default;

b) to cancel the Event;

c) to call off the Event whilst it is taking place if at Taets' discretion this is necessary in connection with safety;

d) whereby the agreed rent and the agreed price for Additional Services remain fully payable by the Organiser, at any rate these becoming immediate due and payable to Taets.

7.4 In the event that the Organiser is in default of fulfilling his payment obligations, the Organiser will owe a fee to Taets of all costs to be incurred by Taets to obtain payment out of court, further herein referred to as: collection costs. These collection costs are determined at least at 15% of the rent with a minimum of EUR 120. The obligation to pay collection costs is evidenced by the mere fact that Taets had to engage legal assistance. In addition, the Organiser shall bear the costs of legal action to obtain payment on the basis of the legal fees actually and reasonably incurred by Taets, if Taets has indeed decided to do so.

## 8. Damages; liability

8.1 Taets, its personnel and the assistants it has engaged will never be liable for any damages whatsoever suffered by the Organiser and/or his guests and/or visitors of the Event and/or third parties, unless the damages are the direct consequence of the intention or gross negligence of Taets.

8.2 Taets rejects any liability for the use of its goods or equipment present at the Location and any use of these will be at the risk of the Organiser.

8.3 Anything that has been brought to the location by or on behalf of the Organiser is situated there at the risk of the Organiser. Taets is not obliged to insure and/or guard these goods. Taets rejects any liability for damage to or the loss of these goods, properties or monetary values of the Organiser or of third parties due to any cause whatsoever, except for the intention or gross negligence of Taets.

8.4 Any and all liability of Taets will always be limited to not more than the agreed principal sum or, if it is more, the amount that will be reimbursed by Taets' third party liability insurer.

8.5 Any loss of profits and other indirect loss are not eligible for compensation.

8.6 Regardless of the cause and regardless of the question of whether the Organiser failed attributable or is to blame, the Organiser will be liable towards Taets for the damages caused by him to:

a) the Location;

b) the goods of Taets;

c) the personnel of Taets or to the assistants engaged by Taets;

d) the visitors of the Event.

8.7 The Organiser shall take out event insurance for the Event. This insurance should in any event cover the risk of damages as meant in this Clause.

8.8 The Organiser indemnifies Taets against any claims by third parties with regard to circumstances as mentioned in Clauses 8.1, 8.2, 8.3 and 8.6.

8.9 If the agreement is entered into by two Organisers, these parties will be jointly and severally liable to Taets for the full performance of the obligations arising from the agreement.

## 9. Applicable law; competent court

9.1 The agreement and the General Terms and Conditions are governed by Dutch law.

9.2 Any disputes which might arise from the agreement or the General Terms and Conditions will be submitted to the competent Court in Amsterdam.