



## MONUMENT MEETINGS TERMS AND CONDITIONS

### 1. Applicability

- 1.1. The Terms and Conditions in this document shall apply to any offer, quotation, or contract between Monument Meetings (henceforth referred to as the Landlord) and the person or company who temporarily uses any spaces, rooms, materials and/or facilities made available by the Landlord (henceforth referred to as the Tenant).
- 1.2. When entering into an agreement, the Tenant automatically agrees to these Terms and Conditions.
- 1.3. Deviations from the Conditions are only possible and valid with explicit, prior written agreement by the Landlord.
- 1.4. These Terms and Conditions also apply to all business relations/guests of the Tenant that make use of the space, facilities, services, or grounds as made available by the Landlord.
- 1.5. The Landlord is entitled to unilaterally amend the Terms and Conditions.
- 1.6. The Tenant is also subject to the House Rules of the Landlord.

### 2. Quotations

- 2.1. All quotations are entirely without obligation and subject to change. The information provided is approximate and does not constitute an agreement or contract.
- 2.2. The landlord retains the right to modify and withdraw quotations without providing substantiating reasons for this.
- 2.3. Quotations can only be accepted fully and unconditionally. Partial acceptance is not permitted and will result in the cancellation of the quotation/offer.
- 2.4. In any event, the Landlord shall only be bound if the written quotation states at least:
  - 2.4.1. The time period and date for the space rental, as well as for what price the space is rented,
  - 2.4.2. The number of persons that will be present, and;
  - 2.4.3. The quotation has been signed and approval by the Tenant in good time.
- 2.5. Manifest errors or clerical errors in the quotation will not bind the Landlord in any way. The Landlord is always entitled to correct such apparent errors and mistakes.
- 2.6. Acceptance of a quotation shall take place in writing by signing and declaring acceptance of the relevant quotation.
- 2.7. If the acceptance by the Tenant deviates from the quotation on essential points, the agreement will only be concluded if the Landlord has expressly agreed to these deviations in writing.
- 2.8. Quotations and/or prices do not automatically apply to follow-up orders.
- 2.9. Quotations are valid for a period of seven calendar days from the date of issue unless the Landlord specifies a different date. If the quotation is not converted into an agreement within this period it shall lapse by operation of law on expiry of the period.
- 2.10. The Landlord shall be entitled to terminate the quotation prematurely by written notification.

### 3. Access and use of spaces

- 3.1. The Landlord's space is only accessible to the Tenant and business relations/guests accompanied by him/her.
- 3.2. The Tenant is fully responsible and liable for business relations/guests that he/she accompanies during their use of the space, facilities, or related grounds. The Tenant must also ensure that they strictly comply with the Conditions and the House Rules of the Landlord.



- 3.3. The Tenant must be present during the use of the leased space unless otherwise agreed to by the Landlord in written form.
- 3.4. The Tenant is not authorized to transfer its right of use to third parties unless otherwise agreed with the Landlord.
- 3.5. The Tenant is not allowed to sub-let the space.
- 3.6. The Landlord may set reasonable additional conditions for the admission of guests to the space and deny access to the space to guests who fail to comply with these conditions.
- 3.7. Before the effective date of the agreement the Tenant must inform the Landlord on how many guests will be present in the rented property. Tenant must adhere to the set maximum number of guests allowed.
- 3.8. The Landlord shall be entitled to require reasonable additional safety measures from the Tenant. The costs of these measures will be borne by the Tenant.
- 3.9. When reserving hours, the Tenant must take into account the necessary preparation time for and possible overrun of his/her activities in the space.
- 3.10. The Tenant will ensure that the space is vacated on time. Failure by the Tenant to vacate the space after the expiry of the rental period is subject to the penalties as per the lease agreement. When entering into a contractual agreement with the Landlord, the Tenant automatically agrees to the penalties that failure to vacate the space on time incurs.
- 3.11. Access to and use of the space takes place at your own risk and with due observance of the applicable House Rules.
- 3.12. The condition of the leased property will be documented through the check-in and check-out/completion reports prior to and after the Tenant's use of the space. The Tenant shall be liable for any damage to the space and/or its inventory.

#### **4. Catering**

- 4.1. The Tenant is not allowed to bring his/her own catering such as food, drinks, or snacks, unless otherwise agreed with the Landlord in written form.
- 4.2. Use of the catering services is at the expense of the Tenant.
- 4.3. The Tenant is not allowed to give himself or his guests access to the kitchen, unless expressly agreed otherwise with the Landlord.
- 4.4. The Tenant is not allowed to sell or otherwise provide alcoholic or non-alcoholic beverages unless prior written permission has been granted by the Landlord.
- 4.5. The Landlord is entitled to attach further conditions to permissions relating to catering of food or beverages, such as demonstrably qualified staff, licenses, extra cleaning costs, and a deposit.

#### **5. Changes and cancellations**

- 5.1. Cancellation of the agreement in part or in whole needs to be done by the Tenant to the Landlord in written form.
- 5.2. In the case of a cancellation of an agreement in whole or in part, the Tenant will in whole or in part remain liable to pay the contract price to the Landlord. The extent to which the Tenant remains liable for the contract price will be dependent on when the Landlord has received and taken note of the written cancellation:
  - 5.2.1. If cancelled up to 90 days before the booked date, the Landlord will charge 25% of the agreed contract price.
  - 5.2.2. If cancelled up to 60 days before the booked date Landlord shall charge 50% of the agreed contract price.
  - 5.2.3. If cancelled up to 30 days before the booked date, Landlord will charge 75% of the agreed contract price.



- 5.2.4. If cancelled up to 14 days before the booked date Landlord will charge 100% of the agreed contract price.
- 5.3. A cancellation, in whole or in part, is only valid when it has been received by the Landlord and the Landlord has communicated to the Tenant in written form that the cancellation has been received.
- 5.4. In case of the Tenant failing to show, without cancellation, on the day of the rental, the Landlord will charge 100% of the agreed contract price.
- 5.5. The number of persons using the space during the duration of the rental can be changed up to 14 days before the start of the rental period. Changes to the number of persons using the space need to be made in written form, cannot exceed to the maximum number of persons allowed in the space, and is subject to changes in the contract price. The Landlord reserves the right to decline requests for changes in number of persons if the request is made outside of the 14-day period. If more persons are present than indicated at the reservation, the Landlord reserves the right to increase the contract price accordingly or terminate the agreement with immediater effect and without notice.
- 5.6. COVID-19: If it appears that the program as previously agreed cannot (completely) take place because of the COVID-19 measures, the Landlord will, within the set measures, offer an alternative and give the possibility to postpone the date. If the Tenant chooses to cancel the event, the above cancellation conditions will apply.

## **6. Force Majeure**

- 6.1. In the event of force majeure on the part of the Landlord or the Tenant, the Landlord will have the right to terminate the agreement without judicial intervention by means of a written statement to the Tenant or to suspend the performance of its obligations towards the Tenant for a reasonable period of time, without being liable for any compensation.
- 6.2. In the context of the Terms and Conditions, force majeure is understood to mean: any foreign cause, as well as any circumstances which should not reasonably be at its risk. Delay or failure to perform by its suppliers, internet disruptions, gas, electricity, water, sewerage, heating disruptions, e-mail traffic disruptions and disruptions or changes in technology provided by third parties, transport disruptions, strikes, government measures, delays in the supply, delays in the supply of gas, water and electricity, negligence by suppliers and/or manufacturers of the Landlord as well as of auxiliary persons, staff sickness, defects in auxiliary means or means of transport are expressly regarded as force majeure.
- 6.3. If an agreement due to force majeure cannot or can only partially be carried out by Landlord, on a specific date reserved by Customer, Landlord is entitled to reasonably offer alternative dates to the Tenant, which must be accepted by the Tenant, with the result that Landlord and Tenant will agree on a free rebooking of date. Landlord shall reasonably offer alternative dates with ample opportunity for Tenant to accept the alternative dates. Landlord and Tenant should both make every effort to reach an agreement. After agreement between Landlord and Tenant, the original agreement will apply to the newly agreed date. Landlord and Tenant are obliged to mutually respect the original price agreements made.
- 6.4. If the situation of force majeure arises when the agreement has already been partly performed, the Tenant will be obliged to fulfil his/its obligations towards the Landlord.



## **7. Prices and payment**

- 7.1. All prices are in Euros and exclusive of VAT.
- 7.2. Tenant shall pay a deposit of 50% of the full contract price on the day of signing.
- 7.3. The deposit and remaining 50% of the full contract price need to be paid no later than seven days prior to the commencement date of the rental period.
- 7.4. The Landlord reserves the right to terminate the contract, with no obligation to refund any payment already made by the Tenant to the Landlord, with immediate effect if payment is not received on time.
- 7.5. Payment must be made by the Tenant to the Landlord in Euros in the manner indicated by the Landlord.
- 7.6. The Landlord shall notify the Tenant in writing of any price increases at least two months prior to the effective date.
- 7.7. The Landlord reserves the right to change prices and rates. Changes in prices or rates made by the Landlord will not impact contracts that have already entered into force. Changes to prices or rates will take effect immediately.
- 7.8. Tenants, including both natural or legal persons, not registered or resident in the Netherlands will be charged 100% of the full contract price and deposit at the signing of the contract.
- 7.9. If the Client remains in default of payment of an invoice, the Client shall be in default by operation of law. In that event, the Tenant shall owe an interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall be payable. The interest on the amount due and payable shall be calculated as from the moment the User is in default until the moment the full amount due is paid.

## **8. Rental deposit**

- 8.1. The deposit of € 500,- needs to be paid by the Tenant to the Landlord no later than 7 days before the commencement date of the rental period.
- 8.2. The Landlord reserves the right to withhold the refund of the deposit in full or in part if damage has occurred during the rental period that is attributable to the Tenant or the guests of the Tenant.
- 8.3. No interest will be paid on the deposit.

## **9. Complaints**

- 9.1. The Tenant is obliged to check the rented spaces immediately after use and to immediately report any visible imperfections, damage and/or deviations that have occurred during the rental period. Complaints during the use of the space or the facilities must also be reported immediately. The Landlord is not liable for any consequences that arise due to failure on behalf of the Tenant to immediately report damage to the space.
- 9.2. The Landlord shall make every effort to remedy complaints as soon as possible, so that Tenant may use the space and facilities or continue the use as per the contract.
- 9.3. If a complaint cannot be remedied immediately and results in the Tenant being unable to use the space or the facilities as per the contract, the Landlord will offer the Tenant use of the reserved hours at another point in time. If there is any additional damage, the provisions of Article 10 of these Terms and Conditions apply.
- 9.4. Other complaints regarding the space or the facilities or the services of the Landlord must be reported to the Landlord immediately after discovery.
- 9.5. In the event of a justified complaint, the Landlord will offer the Tenant the opportunity to use the reserved hours at another time.
- 9.6. If a complaint has not been reported to the Landlord within the aforementioned term, the space will be deemed to have been put into use in a good condition, and the facilities and/or services of the Landlord will be deemed to have been provided and/or performed in accordance with the contract.
- 9.7. Complaints do not suspend the user's payment obligation.



## **10. Liability**

- 10.1. The Landlord shall make every reasonable effort to ensure that the Tenant can use the space during the reserved hours without interruption. Beyond this responsibility, the Landlord accepts no liability whatsoever.
- 10.2. The tenant is obliged to take all measures necessary to prevent or limit damage.
- 10.3. The Landlord is under no circumstances liable for any direct or indirect material or immaterial damage to the Tenant, the Tenant's employees, guests of the Tenant and/or third parties engaged by the Tenant.
- 10.4. The Tenant indemnifies the Landlord against all liabilities that the Tenant or third parties might incur as a result of using the rented space and/or the grounds on which they are located.
- 10.5. The Tenant indemnifies the Landlord against third-party claims that relate to the Tenant's liabilities arising from this contract.
- 10.6. The Tenant vouches to the Landlord for its employees, all guests, and third parties engaged by it and is liable for all damage caused by them.
- 10.7. All goods that are brought into the rented property by or on behalf of the Tenant are there at the expense and risk of the Tenant. The Landlord bears no responsibility or liability for this, including in case of fire and/or theft.
- 10.8. If the Landlord cannot fulfil paragraph 1 of this Article for any reason whatsoever, the obligation of the Landlord to compensate any damage will be limited to the amount for which the Landlord is insured under any insurance policy taken out by or on behalf of the Landlord.
- 10.9. The Landlord is never liable for damage as a result of work or deliveries carried out by the Tenant or on the instructions of the Tenant by third parties.
- 10.10. The Landlord is never liable for damage as a result of loss, theft or damage incurred by the user and/or service/business relations, clients, or guests brought.
- 10.11. Landlord reserves the right to remove any goods or items left behind, without the Landlord being liable for loss or damage.
- 10.12. The Tenant is liable for the payment of musical performing rights owed by the Vereniging Buma/Stemra and Videma. The Tenant also indemnifies the Landlord in full against any claim for rights arising from music and/or other media that the Tenant has played and/or has caused to be played in the Landlord's space.
- 10.13. The storage of inventory and/or goods at the space is entirely at the risk of the Tenant.
- 10.14. The Landlord is not liable for physical or psychological damage sustained by the Tenant or the Tenant's guests during their time in the space.
- 10.15. The Tenant is liable for damage to walls, floors, furniture, equipment, etc. in the rented space and to the goods present therein. The Landlord is entitled to have any repairs necessary carried out at the Tenant's expense, insofar as the damage arose at the time of the Tenant's use of the relevant premises or is directly related to such use.
- 10.16. Landlord is also not liable for any health issues/damage arising due to allergies that the Tenant or the Tenant's guests may have.
- 10.17. During the use of the space, the Tenant is responsible for the safe storage, safekeeping and adequate protection of its own, confidential, and/or company information or that of its business relations/guests.



- 10.18. The Tenant cannot hold the Landlord liable if damage has occurred:
- 10.18.1. Due to inexpert use, use contrary to the purpose of the space and/or the facilities, or use contrary to the instructions, advice, directions of use, etc. provided by or on behalf of the Landlord.
  - 10.18.2. Due to errors or incompleteness in the data, information or other materials provided or prescribed by or on behalf of the Tenant to the Landlord.
  - 10.18.3. Due to repairs or other work/activities that have been carried out in the space by or on behalf of the Tenant without the Landlord's express, written prior consent.
- 10.19. In the cases listed, the Tenant shall be fully liable for all damage resulting from this and expressly indemnifies the Landlord against all third-party claims for compensation of such damage.
- 10.20. Immaterial damage is not eligible for compensation.
- 10.21. COVID-19: Any and all consequences arising due to the Tenant and/or the guests of the Tenant not following the COVID-19 measures and corresponding instructions communicated by the Landlord or its' personnel, as set by the RIVM, are at the risk and expense of the Tenant.

## **11. Insurance**

- 11.1. The Tenant is obliged to have valid third-party liability insurance when renting the space. The Tenant's insurance must provide cover for all damage, including direct, indirect, material, and immaterial, as well as costs that could arise from the actions or omissions of the Tenant or that of its employees, guests or third parties engaged by it. By entering into a rental agreement, the Tenant confirms that it is the holder of valid third-party liability insurance that meets the specifications mentioned here.
- 11.2. The costs of the liability insurance shall be borne by the Tenant.
- 11.3. In the event that the Tenant fails to meet provision 11.1 in any way, the Tenant shall be personally liable.

## **12. Dissolution of the agreement**

- 12.1. The Landlord may dissolve the contract with immediate effect if there is a question of:
- 12.1.1. Non-compliance with the obligations by the Tenant as set out in the terms and conditions, contracts, or related annexes;
  - 12.1.2. Misuse of the space, facilities, and/or the grounds on which the space is located by the Tenant, the guests of the Tenant or any third parties engaged by the Tenant;
  - 12.1.3. Nuisance caused by the Tenant or its guests to the Landlord or local residents;
  - 12.1.4. Proven incompetence in the professional practice of the Tenants activities;
  - 12.1.5. The provision of incorrect information and/or the withholding of information by the Tenant from the Landlord;
  - 12.1.6. Reasonable suspicion of possible disturbance of the public order by the Tenant or its' guests.
- 12.2. In the case of the contract dissolution occurring in relation to the provisions of article 13, the Landlord will not be obliged to pay any form of compensation to the Tenant.



12.3. The Landlord shall be entitled to terminate the contract with immediate effect at any time when incidents occur which are deemed outside the Landlord's control and effect the ability to provide the space or services contracted to. Any deposits or payments made by the Tenant to the Landlord will be refunded to the Tenant.

### **13. Applicable law**

13.1. The contract concluded between the Landlord and the Tenant is exclusively governed by Dutch law.

13.2. Any disputes will be settled by the competent court in the place where the Landlord is established, although the Landlord always retains the power to submit the dispute to the competent court in the place where the Tenant is established.

### **14. Final provisions**

14.1. Should any provision of the Terms and Conditions be invalid or be annulled, the remaining provisions shall remain in full force and effect.

14.2. The Landlord processes personal data in the context of the provision of its services. Insofar as necessary, the Tenant agrees with this. More information about the data processing can be found in the privacy statement which is published on the website.

