

GENERAL TERMS & CONDITIONS ADDED VENUE 2020 (FLOATING PAVILION & SCHIECENTRALE)

Article 1 Applicability

1.1 Floating Pavilion & Schiecentrale, performing its activities as an independent private limited liability company acting under the (trade) name **Added Venue** (hereinafter referred to as **Floating Pavilion & Schiecentrale**), registered with the Trade Register of the Dutch Chamber of Commerce under number 53755863, provides its services in accordance with the present *General Terms & Conditions of the Dutch Venue Association*. The *Dutch Venue Association* is an industry association representing the Dutch event venue industry. The terms and conditions are applied by all members.

1.2 Floating Pavilion & Schiecentrale is entitled to unilaterally change or amend these General Terms & Conditions.

1.3 Floating Pavilion & Schiecentrale's house rules also apply to the agreement, with the exclusion of all other regulations. These rules are appended to the agreement as an attachment and can also be consulted on [the privacy statement](#) on our websites. In the event of any contradictions between these General Terms & Conditions and the house rules, the stipulations of the house rules shall prevail.

Article 2 Options

2.1 Before a client requests an official offer or before the offer process has been concluded, Floating Pavilion & Schiecentrale can upon client's request provide client with an option on a venue space.

2.2 Floating Pavilion & Schiecentrale shall only be legally bound to options provided in writing (including but not limited to email). Options are valid for fourteen days counted from the date of the option, unless Floating Pavilion & Schiecentrale stipulates a different deadline. If an option term is longer than the term in which the offer is to be accepted, the option shall be valid for as long as the offer is/remains valid. If the option expires (i.e., if no agreement is concluded before the end of the option) but client requests a new option or the extension of the current expired option, Floating Pavilion & Schiecentrale shall always be entitled to take the position that the option has expired and that there is no binding reason to provide a new option or extend the expired one.

2.3 In the event of an option, Floating Pavilion & Schiecentrale shall be entitled to request that client provide a security deposit, which will amount to the space rental calculated for the rental period in which the client intends to use the space. Floating Pavilion & Schiecentrale is entitled to keep the security deposit in the event that (a) client does not inform Floating Pavilion & Schiecentrale in writing (including email) of client's decision to invoke or not invoke the option before the option expires; or (b) no agreement is concluded within four weeks after client has invoked a valid option.

2.4 Both Floating Pavilion & Schiecentrale and client are entitled to inform the other party in writing (including email) that they wish to terminate the option before the end of the option period.

2.5 If Floating Pavilion & Schiecentrale wishes to terminate the option, it will be held to provide a termination notice to client and to give client the opportunity to invoke the option within 24 business hours after serving the termination notice. If client decides to invoke the option, an agreement will have to be concluded within 24 business hours after client has invoked said option.

2.6 Parties are aware that the event that client wishes to hold in the venue must not be detrimental to the reputation, the appearance, or the other events of the venue and that the event may not cause any nuisance or disturbance to other lessees/users of the building or the building's neighbours.

Article 3 Offer

3.1 Unless otherwise agreed upon in writing (including but not limited to email), all offers made by or on behalf of Floating Pavilion & Schiecentrale shall be valid for 14 days counted from the date of the offer. The validity of an offer will also expire if client rejects the offer within that period in writing (including but not limited to email).

3.2 In any event, Floating Pavilion & Schiecentrale shall only be held to a written offer if it at least stipulates:

- which space(s) will be rented during what period of time and for what price;
- what kind of project/event the space(s) will be used for;
- an estimate of the number of people that are expected to attend;

and the offer was confirmed by the signatures of both Floating Pavilion & Schiecentrale and client or was confirmed by client by email, and was received by Floating Pavilion & Schiecentrale in time.

The risk of any ambiguities or inaccuracies caused by the assignment being granted and communication being held over telephone falls to the client.

Art. 4 Client's Safety and Information Obligations

4.1 Unless otherwise agreed upon in writing (including but not limited to email), client shall at its own expense and risk assure that there are sufficient security and safety measures in place to guarantee the safety of performers, guests, visitors, and third parties hired by client. If parties have already agreed upon such measures, Floating Pavilion & Schiecentrale shall still at any time be entitled to demand that additional requirements be met, if such is required by changed circumstances.

4.2 Client is held to provide Floating Pavilion & Schiecentrale in a timely fashion with any and all information that client knows, or could reasonably be expected to know, to be necessary for the execution of the assignment. Client guarantees the accuracy and completeness of all information it provides.

4.3 Client has no claim whatsoever on any kind or degree of compensation payment if client does not (sufficiently) meet its obligations pursuant to Article 4.1 and/or 4.2 of these General Terms & Conditions, causing Floating Pavilion & Schiecentrale to (i) cancel (a part of) the assignment, which Floating Pavilion & Schiecentrale shall be entitled to do, and/or (ii) Floating Pavilion & Schiecentrale has pointed this out to client and client still wishes the assignment to go ahead.

4.4 Client shall be responsible for paying all applicable fees for the use of third-party (intellectual property) rights, including but not limited to rights managed and exercised by the Dutch BUMA/Stemra music rights collecting organisation.

4.5 Unless otherwise agreed upon in writing (including but not limited to email), client shall be responsible for obtaining all necessary permissions, permits, licences, and the like.

4.6 Client shall be responsible for all actions (or failures to act) on part of visitors, guests, third parties in client's employ, etc. during the assignment (which includes but shall not be limited to the actual event itself).

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Article 5 Rented Spaces

5.1 It falls to client to check whether the rented space(s) is/are suitable for the envisaged event prior to entering into the agreement.

5.2 The rented space(s) include only the space(s) described and the facilities listed in the agreement. Unless otherwise agreed upon in writing (including but not limited to email), the central entrance areas, stairwells, toilets, bars, restaurants, exterior premises, and parking facilities are not part of the rented space(s).

5.3 Without prior written permission from Floating Pavilion & Schiecentrale, client shall not be permitted to:

- a) use the rented space(s) for any purpose other than the purpose described in the agreement;
- b) sublet (a part of) the rented space(s) or allow third parties to use it/these, with the express understanding that no prior written permission is required for exhibitors during fairs or exhibitions;
- c) to the extent applicable use the rented space(s) to exhibit things and services that fall outside of the scope of the exhibition programme described in the agreement;
- d) materially change the name or purpose of the event during the term of the agreement, for which Floating Pavilion & Schiecentrale shall not unreasonably withhold its permission.

5.4 Client shall not use the rented space(s) in a way that causes nuisance or disturbance to Floating Pavilion & Schiecentrale or to third parties and will ensure that guests, visitors, staff, employees, etc. will also refrain from this.

5.5 Client is held to bring the venue's house rules to the attention of guests, visitors, staff, employees, etc. and will be continuously and severally responsible for the (full) observance of the house rules by these parties. Client indemnifies Floating Pavilion & Schiecentrale against all damage and third-party claims ensuing from any violation of the house rules or the General Terms & Conditions by guests, visitors, staff, employees, etc.

Article 6 Number of Visitors

6.1.1 The budget estimate is based on the number of visitors that is included in the agreement. Any change to the number of visitors will affect the agreement's price quote.

6.1.2 Client is held to inform Floating Pavilion & Schiecentrale in writing (including but not limited to email) as soon as possible in case of any changes or additions that deviate from the agreement's stipulations.

6.1.3 In the event of a change occurring during the offer stage, Floating Pavilion & Schiecentrale shall make all reasonable efforts to find a fitting solution. Client shall sign for a described number of visitors in the final agreement.

6.2 Reducing the agreed-upon visitor count and a corresponding cost reduction shall only be possible once, until ten days before the event is to start. The reduction shall not exceed 5% of the total number of visitors recorded in the agreement. All possible cost reductions shall be made with full application of the terms and conditions parties have agreed upon. In the event of a visitor count reduction of more than 5%, Floating Pavilion & Schiecentrale shall be entitled to adjust the other calculations to the new situation. This shall among others pertain to possibly assigning the event a different space.

6.3 If more visitors show up to the event than was agreed upon, the affiliated additional costs and expenses will be charged on basis of the calculations included in the agreement. The number of guests present as determined by Floating Pavilion & Schiecentrale shall be decisive, unless Client can prove that the actual number of guests does not exceed the agreed number.

Article 7 Execution

7.1 Decorating, using, and clearing the rented space(s) shall be discussed with the Floating Pavilion & Schiecentrale beforehand.

7.2 Floating Pavilion & Schiecentrale shall at all times be entitled to stipulate binding conditions for decorating, using, and clearing the rented space(s), if the fire department, the police, the municipal authorities, or the Floating Pavilion & Schiecentrale consider such advisable for ensuring safety and the (public) peace.

7.3 Subject to Floating Pavilion & Schiecentrale's express prior written permission, client shall not implement or order any changes to the rented space(s) or the other space(s) and (exterior) premises.

7.4 Client accepts the rented space(s) in the state this/these are in at the commencement of the lease period. At the end of that period, any and all defects shall be considered to have been caused during the lease period unless client can show that such defects (including damage) stem from before the lease period.

7.5 At the hours indicated in the order confirmation at the end of the lease period, client shall have cleared and completely cleaned the rented space(s) and will leave them in the condition in which the space(s) was/were provided to client. Client is held to reverse any and all changes that were made by or on behalf of client. If client does not clear and completely clean the rented space(s) (in time), Floating Pavilion & Schiecentrale shall be entitled to charge client a fine equal to the assignment sum.

Article 8 Catering

8.1 Subject to Floating Pavilion & Schiecentrale's express prior written permission (including but not limited to email), all catering within the leased space(s) will be provided by Floating Pavilion & Schiecentrale.

8.2 If desired, the client can work with its own certified caterer (excluding the month of December). The Floating Pavilion & Schiecentrale Events calculates a 15% buy-out over the F&B of the catering invoice.

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Article 9 Liability and Damage

9.1 At all times prior to and during a lease, client is held to take any and all measures necessary for compliance with the stipulations and regulations of (a) the agreement, (b) the present General Terms & Conditions and (c) the house rules.

9.2 Client is held to actively inform Floating Pavilion & Schiecentrale beforehand in writing (including but not limited to email) of any and all risks that the event may pose to the state of (the venue of) the rented space(s) and/or Floating Pavilion & Schiecentrale's reputation. This includes, but is not limited to, the visitor profile, the nature of the event, any threat or attraction of unwanted behaviour, political or social unrest, and possible revoking of the necessary permits and licences in a general sense (including pursuant to the Public Administration Probity Screening Act) or the venue's own permits and licences. If client fails to observe its information and notification duties, Floating Pavilion & Schiecentrale reserves the right to cancel the event without being held to any compensation payments. If any information provided turns out to be incorrect or incomplete, Floating Pavilion & Schiecentrale shall be entitled to cease the performance of its obligations and/or cancel the agreement. In such a case, client shall not be entitled to any compensation payments. Cancellation on basis of a violation by client of its information duties shall not affect the client's payment obligations, nor shall it affect Floating Pavilion & Schiecentrale's rights to recover any damage (including loss of profit) from client.

9.3 Client shall be liable for all damage incurred by third parties as a result of the use of the rented space(s) and/or the space(s) that client is allowed to use, and indemnifies Floating Pavilion & Schiecentrale against any and all third-party compensation claims related to such.

9.4 Floating Pavilion & Schiecentrale shall be entitled to recover all the costs for repairing damage to the walls, floors, etc. of and any objects in the rented space(s) from the client, to the extent that such damage was caused during the client's use of the space(s) in question or is directly related to that use.

9.5 Client shall compensate Floating Pavilion & Schiecentrale in full for any and all damage and/or losses that client and/or client's visitors/employees/third-party Floating Pavilion & Schiecentrales, etc. may cause to objects that are the property of Floating Pavilion & Schiecentrale or Floating Pavilion & Schiecentrale's suppliers.

9.6 Everything that is brought into the venue(s) and/or the rented space(s) by or on behalf of client shall be for client's expense and risk. Floating Pavilion & Schiecentrale shall not provide insurance and/or security for such effects. Floating Pavilion & Schiecentrale shall not be liable for damage to or loss of goods, property, and monetary value of client or third parties (including visitors and performers), whatever the cause of that damage or loss, except in the case of wilful acts and/or gross negligence on part of Floating Pavilion & Schiecentrale or its employees. Floating Pavilion & Schiecentrale shall furthermore not be liable for damage to or loss of goods checked into the cloakroom. Client indemnifies Floating Pavilion & Schiecentrale against any third-party claims (in the aforementioned sense).

Decorating, using, and clearing the rented space(s) shall be done in deliberation with Floating Pavilion & Schiecentrale and with full observance of Floating Pavilion & Schiecentrale's safety regulations.

9.7 Floating Pavilion & Schiecentrale shall not be liable for any damage, of whatever nature, ensuing from Floating Pavilion & Schiecentrale using inaccurate and/or incomplete information provided by and/or on behalf of client.

9.8 Floating Pavilion & Schiecentrale shall only be liable for damage if (i) this damage is covered by its liability insurance, and up to the amount that the insurance pays, to be increased with the deductible, or (ii) Floating Pavilion & Schiecentrale or one of its managers can be blamed for wilful acts and/or gross negligence.

9.9 If the damage (i) does not involve wilful acts and/or gross negligence, or (ii) the insurance company refuses to pay, but Floating Pavilion & Schiecentrale is in fact liable, this liability shall in any and all cases be limited to direct damage (with the express exclusion of liability for indirect damage), not to exceed the amount of the confirmation.

9.10 All claim rights and other powers, on whatever basis, that client may be able to exercise vis-à-vis Floating Pavilion & Schiecentrale must be reported to Floating Pavilion & Schiecentrale in writing within 12 months counted from the moment that client became aware of them or could reasonably be expected to have become aware of them. In lieu of such reporting, these rights and powers shall lapse.

9.11 Any advice and recommendations that Floating Pavilion & Schiecentrale may provide are fully non-committal and all follow-up shall be for client's expense and risk.

9.12 Floating Pavilion & Schiecentrale shall not be liable for audience attendance to the event in question.

Article 10 Prices

10.1 Unless otherwise agreed upon in writing (including but not limited to email), all prices shall be exclusive of VAT. All other statutory taxes and levies shall also be paid by the client. Floating Pavilion & Schiecentrale will inform client of such taxes and levies beforehand as much as possible. Floating Pavilion & Schiecentrale is entitled to charge all statutory increases in taxes, excises, or social security contributions to client.

10.2 If Floating Pavilion & Schiecentrale provides a composite quote, Floating Pavilion & Schiecentrale cannot not be held to execute a part of the quote for a corresponding part of the price of the entire quote.

Article 11 Payments

11.1 Unless stated otherwise in the offer/agreement, all invoices shall be paid within 14 days of the invoice date.

11.2 Client shall be held:

- to pay 100% of the agreed-upon lease sum when the reservation is made final and/or when the agreement is concluded;
- to pay 75% of the agreed-upon servicecosts and other facilities, save for the lease sum, as a down payment when the agreement is concluded;
- to have paid 100% lease sum and 75% servicecosts/other facilities of the agreed-upon assignment sum, as a down payment no later than 1 month prior to the execution of the agreement;
- the Floating Pavilion & Schiecentrale will invoice any positive or negative difference in costs after the execution of the agreement in a final invoice, to be settled against the aforementioned down payments;
- For each of the payments, Floating Pavilion & Schiecentrale shall send a timely invoice to client.

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11.3 The final invoice will include a detailed specification of the services provided, the invoice amount based on subsequent calculation, and the VAT.

11.4 All payment terms are considered firm deadlines. Client shall not be entitled to suspend or settle payments.

11.5 If the payment term lapses without a payment having been made, client shall automatically be in default. Client will then owe the statutory commercial interest (with a part of a month to be considered a whole month) as well as all extrajudicial collection costs, to be calculated as 15% of the principal sum, with a minimum of € 350.00.

11.6 Foreign clients shall be held to observe the VAT payment guidelines stipulated by the Dutch tax authorities.

Article 12 Cancellations

12.1 Cancelling the agreement shall be done in writing (including but not limited to email) and will be accompanied by the relevant agreement.

12.2.1 If a cancelled agreement pertains to the lease of a space, Floating Pavilion & Schiecentrale shall be entitled to retain all lease payments (in other words: lease payments are non-refundable).

12.2.2 If besides the lease of a space, a cancelled agreement pertains to other services (such as catering), client shall be held to also pay Floating Pavilion & Schiecentrale for the following costs:

a) in the period prior to 365 days before commencement of the assignment: 30% of the full assignment sum (as it is at the time of cancellation), not including the lease sum;

b) in the period between 365 and 180 days before commencement of the assignment: 50% of the full assignment sum (as it is at the time of cancellation), not including the lease sum;

c) in the period between 179 and 90 days before commencement of the assignment: 85% of the full assignment sum (as it is at the time of cancellation), not including the lease sum;

d) in the period between 89 and the commencement of the assignment: 100% of the full assignment sum (as it is at the time of cancellation), not including the lease sum;

The assignment sum shall be the assignment sum agreed upon in the agreement, to be increased with any and all mutations that were agreed upon.

12.2.3 If besides the lease of a space, an agreement pertains to other services (such as catering), client shall be held to also pay Floating Pavilion & Schiecentrale for the following costs, in the event that there is no full agreement regarding the offer/order confirmation/agreement and the Client does not make use of Floating Pavilion & Schiecentrale's services

a) in the period prior to 365 days before commencement of the assignment: 30% of the assignment sum that has been agreed by the parties, not including the lease sum;

b) in the period between 365 and 180 days before commencement of the assignment: 50% of the assignment sum that has been agreed by the parties, not including the lease sum;

c) in the period between 179 and 90 days before commencement of the assignment 85% of the assignment sum that has been agreed by the parties, not including the lease sum;

d) in the period between 89 and the commencement of the assignment: 100% of the assignment sum that has been agreed by the parties, not including the lease sum;

The assignment sum shall be the assignment sum agreed upon between parties, to be increased with any and all mutations that were agreed upon.

12.3 If because of (but not limited to) payment obligations that Floating Pavilion & Schiecentrale incurs due to client's cancellation, such as obligations toward and/or claims by third parties in the context of the execution of the agreement, client shall pay Floating Pavilion & Schiecentrale at the time of cancellation for any damage incurred by Floating Pavilion & Schiecentrale that exceeds the sum of the cancellation fee described in Article 12.2 of these General Terms & Conditions.

12.4 The cancellation date shall be the first date on which Floating Pavilion & Schiecentrale receives the cancellation.

Article 13 Complaints / Claims

13.1 Floating Pavilion & Schiecentrale must receive any and all complaints and reports of defects in writing (including but not limited to email) within 24 hours after client becomes aware of them or could reasonably be expected to have become aware of them. Failure to observe this period of time shall mean the lapse of any claims client may want to lodge.

Article 14 Force Majeure

Circumstances that cannot be blamed to Floating Pavilion & Schiecentrale and that are of such a nature that the (full) observance of the agreement cannot reasonably be expected (which circumstances include, but are not limited to: (i) extreme weather; (ii) permits or licences being revoked; and (iii) days of national mourning) will entitle Floating Pavilion & Schiecentrale to dissolve (a part of) the agreement or suspend execution of (a part of) the agreement, without being held to pay any compensation. In such cases, Floating Pavilion & Schiecentrale retains the right to claim payments (including but not limited to the costs for third parties hired by Floating Pavilion & Schiecentrale).

Article 15 Confidentiality

15.1 Both parties commit to the confidentiality of the other party's confidential information that they may receive in the context of the agreement. Information shall be considered confidential if this is made explicit by the counterparty or if this can be assumed from the nature of the information. The party receiving confidential information will only use this for the purposes for which that information is provided.

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15.2 The stipulations of Article 15.1 of these General Terms & Conditions does not pertain to information that:

- a) is provided by consultants, if those consultants are also bound to confidentiality;
- b) the receiving party was already legally aware of prior to receiving it from the counterparty;
- c) was independently developed by the receiving party without using the counterparty's information or data;
- d) is or becomes public knowledge through any action except actions or negligence on part of the receiving party;
- e) the receiving party obtains from a third party without violation of a confidentiality obligation vis-à-vis the counterparty;
- f) must be disclosed pursuant to laws, regulations, or court orders, or pursuant to the decree of a government body, on the condition that the receiving party makes all possible effort to limit the scope of the disclosure and informs the counterparty of this pending disclosure beforehand.

Article 16 Dissolution of the Agreement

16.1 Floating Pavilion & Schiecentrale is entitled to dissolve the agreement if:

- a) client fails to observe its obligations under the agreement, fails to observe them in full, or fails to observe them in time;
- b) after entering into the agreement Floating Pavilion & Schiecentrale is informed of circumstances that give it good reasons to fear that client will not (be able to) observe its obligations;
- c) client's assets are seized, client is granted a suspension of payment obligations, or client is declared bankrupt.

16.2 In the event of the dissolution of the agreement, all of Floating Pavilion & Schiecentrale's claims on client will become immediately claimable.

16.3 If Floating Pavilion & Schiecentrale decides to dissolve the agreement, it will in no way be held to compensate client for any damage or expenses that client may incur because of the dissolution.

Article 17 Image Rights and Drawings

17.1 All images, drawings, ideas, and intellectual property rights used in or appended to an offer or an order confirmation may only be used in the context of the assignment that is (to be) granted and client shall not be entitled to use these for its own purposes or to provide them to a third party. All rights will remain with Floating Pavilion & Schiecentrale in full.

17.2 Floating Pavilion & Schiecentrale therefore retains the right to request that client return the documents referred to in Article 17.1 of the present General Terms & Conditions.

17.3 Floating Pavilion & Schiecentrale is entitled to make sound, photo and/or image recordings of the event and to post that material - as well as the logo of the client - on its website for marketing purposes. After obtaining the client's prior approval, Floating Pavilion & Schiecentrale will not provide (a copy of) the material in question to third parties.

Article 18 Applicable Law

18.1 Only Dutch law shall apply to all legal relationships between Floating Pavilion & Schiecentrale and client.

18.2 All disputes pertaining to or ensuing from offers made by Floating Pavilion & Schiecentrale and agreements concluded between parties, as well recovery procedures in case of a default on payments, will exclusively be heard by the competent court in Floating Pavilion & Schiecentrale's district, unless Floating Pavilion & Schiecentrale decides to lodge a claim in client's district.

18.3 The clause designating the competent court shall not apply in the event of claims or rent issues with a total value not exceeding € 25,000.00. In such cases – except in exceptional circumstances – the court in client's district shall be competent to hear the claim.

18.4 In the event of any differences of interpretation between the Dutch original of these General Terms & Conditions and any translation thereof, the interpretation following the Dutch text shall be binding.