General Terms & Conditions for Room Reservations

Rules and regulations for room reservations at Utrecht University, applicable to the leasing of estate and facilities by third parties in the locations of Utrecht University. These rules and regulations entered into force on 1 January 2009 and apply to all lease agreements concluded on or after 1 January 2009.

1. Lessor details
The lessor is Utrecht University. Actual contact between the lessor and the lessee and the preparation of the lease are the responsibility of Utrecht University’s Facilities Service Centre (hereinafter referred to as ‘the FSC’). The lessee is the internal customer (in possession of a Utrecht University SAP or WBS number) or the external customer (hereinafter referred to as ‘the lessee’) who leases estate, facilities and/or services from the lessor.
Lessees who want to lease estate, facilities and/or services in Utrecht University's buildings should contact the FSC Service Desk. The FSC Service Desk can be contact by phone on (030) 253 95 95 on working days between 08:00 and 16:30.

2. Conclusion of the agreement
The agreement is concluded following an offer made by the FSC and approved by the lessee, after which the contract is signed by both parties.

3. Leasing cost
The lessor establishes the leasing cost of the estate, facilities and/or services on the basis of the tariffs for the calendar year in which the lease agreement is concluded. The lessee will be charged the tariff for internal parties if in possession of a Utrecht University SAP or WBS number, which must be communicated to the lessor when the reservation request is made. In all other cases, the lessee will be charged the tariff for external parties. If the lessee requests additional facilities and/or services as part of a modified lease agreement and the lessor agrees to this, the lessee will be charged the tariffs for these facilities and/or services for the calendar year in which the lease agreement is modified. As a preliminary indication of the leasing cost for estate, facilities and/or services with regard to which the lessee and the FSC have concluded an agreement for a calendar year for which the FSC has not yet set any tariffs, the FSC will apply a general indexation of 5% per annum on the basis of the final tariffs set for the calendar year in which the lease agreement was concluded. As soon as the FSC has set the tariffs for the calendar year in which the event will take place, the FSC will adjust the actual leasing cost for the estate, facilities and/or services contracted by the lessee to match the latter tariffs.

4. Payment
Payment must be made within fourteen days of the invoice date. If the lessee, after having been given notice of default, remains in default with respect to a debt, the debt may be referred for collection, in which case the lessee will be liable to pay in full any court and out-of-court costs regarding the collection of the debt in addition to the amount already owed (including statutory interest). The invoicing takes place afterwards.

5. Lease period
For external lessees, the lease period will cover one or more parts of the day. 'Part of the day' is defined as either the morning from 08:30 until 12:30, the afternoon from 13:00 until 17:00 or the evening from 17:30 until 21:30. For internal lessees, the lease period will cover one or more two-hour blocks. Staff costs will be charged by the hour on the basis of subsequent calculation.
more information about staff costs, please consult the [tariff overview](#) on the website.

6. Services included in the agreement
If the estate, facilities and/or services are used during regular opening hours, the leasing cost will include cleaning, heating, the use of any immovable equipment present and a brief explanation of how to use the equipment at the start of the event.

7. Services not included in the agreement (such as catering)
If the estate, facilities and/or services are used outside of regular opening hours or on Saturday, an additional charge on top of the leasing cost will be made for any costs for security, audio-visual equipment assistance and cleaning.

**Catering**
If the lessee requires catering services, the lessee should contact the regular caterer: Sodexo, telephone (030) 253 85 46.

Please note that the lessee is responsible for cancelling the caterer if the room reservation is cancelled. Sodexo applies its own cancellation conditions.

8. Additional facilities
Any additional requirements on top of the original lease agreement must be communicated by email. These additional requirements will become part of the lease agreement as soon as they are confirmed by the FSC. If the additional requirements cause the total leasing cost to become substantially higher than originally specified. This new lease agreement will replace the agreement signed previously.

9. Cancellation
The lessee has the right to cancel the agreement after definitive confirmation (i.e. after the lease agreement has been signed by both parties). This cancellation must be communicated to the FSC Service Desk/Events in writing (by email or by post). The lessee will receive a written confirmation from (by email or mail) from the events coordinator. This confirmation will serve as confirmation of the cancellation. In the event of cancellation, the lessee will owe the percentage of the total leasing cost (of the estate, facilities and/or services) set out below, depending on the total leasing cost and the timeliness of the cancellation with respect to the room reservation date. If FSC Service Desk has been notified of the cancellation by post, the postmark date will serve as the notification date.

If the total leasing cost is equal to or greater than €200:
- a cancellation fee of 50% of the total leasing cost will be charged if the reservation is cancelled more than 60 days in advance;
- a cancellation fee of 75% of the total leasing cost will be charged if the reservation is cancelled 30 days or fewer in advance.

If the total leasing cost is less than €200:
- a cancellation fee of 50% of the total leasing cost will be charged if the reservation is cancelled more than fourteen days in advance;
- a cancellation fee of 100% of the total leasing cost will be charged if the reservation is cancelled fourteen days or fewer in advance.

10. Rights of front office and Security department
The front office staff and/or Security staff are responsible for maintaining order and ensuring the smooth running of events inside the buildings. They have the
right to take the necessary action in this respect. The lessee is obliged to follow their instructions. In addition, the front office and security staff have the right to access and inspect the leased estate, including during the lease period.

11. **House rules**
The lessee is subject to the house rules. These can be found on the website of Utrecht University.

12. **Liability for damages or theft**
The FSC accepts no liability for damages sustained by the lessee or a third party while using the leased estate, unless the damage was the result of a wilful act, culpability or gross negligence on the part of the lessor. The FSC accepts no liability for damages to or loss of belongings of the lessee or the lessee’s visitors inside the building. The lessee is obliged to pay compensation for any damage to rooms or equipment sustained during the lease period and for which the lessee may reasonably be held liable.

13. **Termination of the agreement**
   A. The FSC has the right to terminate the lease agreement with immediate effect and without notice of default if the lessee has gone into liquidation or applied for a provisional or permanent suspension of payment. In the event the agreement is terminated, all remaining leasing cost instalments will become immediately due and payable.
   B. The FSC also has the right to terminate the agreement without judicial intervention and without obligation to pay compensation in the following situations:
      a. Failure on the part of the lessee to meet any essential obligations arising from this lease agreement after notice of default
      b. Misuse of the leased estate by the lessee (or other users)
      c. Supplying incorrect information to or withholding the correct information from the FSC
      d. Well-founded suspicions of a breach of the peace or nuisance on the part of the lessee (or other users).

14. **Force majeure**
   • The FSC accepts no liability for failure to meet its obligations, including partial failings or late performance, as a result of force majeure (non-attributable failure).
   • In the event of force majeure, any delivery and other obligations on the part of the FSC that arise from this agreement will be suspended. In such an event, both parties will have the right to terminate the agreement without judicial intervention and without obligation to pay compensation (to the extent of non-compliance with the agreement due to force majeure pursuant to Article 14) if the period during which any of the FSC’s obligations become suspended due to force majeure exceeds two months.
   • If the FSC has already met some of its obligations prior to the force majeure event or will only be able to meet some of its obligations due to force majeure, it has the right to invoice the lessee separately for the obligations already met or those it will be able to meet, in which case the lessee is bound to pay this invoice as if it were a separate agreement.

15. **Applicable law and dispute resolution**
This agreement is governed by Dutch law. Any disputes arising from this agreement will be settled by mutual agreement between the parties to the maximum possible extent.