

General Terms & Conditions for Room Reservations

Rules and regulations for room reservations at Utrecht University, applicable to the leasing of estate and facilities by parties in the locations of Utrecht University. These rules and regulations entered into force on 1 June 2021 and apply to all lease agreements concluded on or after 1 July 2021.

1. Lessor details

Definitions:

Lessor: Utrecht University.

Lessee: 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.

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 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 contacted by phone on (030) 253 95 95 on working days between 08:00 and 16:30 hours.

2. Conclusion of the agreement

The agreement is concluded following an offer made by the Lessor 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 Lessor have concluded an agreement for a calendar year for which the Lessor has not yet set any tariffs, the Lessor 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 Lessor has set the tariffs for the calendar year in which the event will take place, the Lessor 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. For 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.

If the Lessee requires catering services, the Lessee should contact the regular caterer. Please note that the Lessee is responsible for cancelling the caterer if the room reservation is cancelled. The caterer 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 LESSOR. 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. Visual material and privacy

When using visual material, for example when streaming or making recordings, the Lessee is responsible for complying with the legal rules, including, but not limited to, privacy rules and rules regarding intellectual property. The Lessor is not liable for any consequences arising from the (illegal) use of visual material. If the Lessor is held liable and is obliged to pay compensation, damages or fines as a result of the illegal use of visual material or other matters, the Lessor will be entitled to recover these from the Lessee.

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10. 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 LESSOR 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 the Lessor 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:

- no cancellation fee will be charged if the reservation is cancelled more than 60 days in advance;
- a cancellation fee of 50% of the total leasing cost will be charged if the reservation is cancelled between 30 and 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.

11. 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.

12. House rules

The Lessee is subject to the house rules. These can be found on the [website of Utrecht University](#).

13. Liability for damages or theft

The Lessor accepts no liability for damages sustained by the Lessee or the Lessee's visitors 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 Lessor 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.

14. Termination of the agreement

- A. The Lessor 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 Lessor 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 his visitors).
 - c. Supplying incorrect information to or withholding the correct information from the Lessor.
 - d. Well-founded suspicions of a breach of the peace or nuisance on the part of the Lessee (or other users).

15. Force majeure

- The Lessor 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 Lessor 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 Lessor's obligations become suspended due to force majeure exceeds two months.
- If the Lessor 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, he 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.

16. 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.