

Lease terms for Utrecht University Hall ('lease terms')

For the lease of facilities and the purchase of related services from Utrecht University in University Hall (Domplein 29, Utrecht).

1. Lessor and Lessee

The lessor is Utrecht University. Actual contact between the lessor and the lessee and the conclusion of the lease are the responsibility of Utrecht University's Campus & Facilities (hereinafter referred to as 'the C&F').

The lessee is the 'internal customer' (in possession of a Utrecht University SAP or WBS order number) or the 'external customer' (a customer that is not an internal customer) who leases estate, facilities and/or services from the lessor (hereinafter referred to as 'the lessee').

Customers wishing to lease an estate and services in Utrecht University Hall can contact the C&F University Hall Reservations Office. The C&F University Hall Reservations Office can be contacted by telephone on +31 (0)30 253 95 95 on working days between 08:30 and 17:00 or via reserveringen.academiegebouw@uu.nl.

2. Conclusion of the lease

The lease is concluded by means of an offer from the lessor in the form of a cover letter, a quotation and the present lease terms, are also applicable, and acceptance thereof by the lessee by means of signing and returning the cover letter, the related quotation and the present lease terms to the lessor within fourteen calendar days. The lease is thus comprised of the cover letter, the related quotation and the present lease terms (jointly referred to below as: 'the lease').

3. Leasing cost

The lessor establishes the leasing cost of the estate, facilities and/or services on the basis of the tariffs that apply for the calendar year in which the event takes place.

The lessee will be offered and charged the tariff for internal parties if in possession of a Utrecht University SAP or WBS order number, which must be communicated to the lessor when the reservation request is made (the 'internal customer'). In all other cases, the lessee will be charged the tariff for external parties (the 'external customer').

If the lessee requests additional facilities and/or services as part of a modified lease 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 is modified.

In principle, the lessor applies a general indexation of 5% per year to the tariffs of the preceding calendar year.

4. Payment

Payment must be made within 30 calendar days of the invoice date. If payment is not made within this time limit, the lessee shall be required to pay the statutory interest on the amount outstanding, without any notice of default being required.

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).

5. Services included in the agreement

If the estate, facilities and/or services are leased during regular opening hours, i.e. from Monday until Friday between 08:00 and 22:00 or on Saturday between 08:00 and 19:00, the leasing cost will include cleaning and a brief explanation of how to use the equipment at the start of the event.

6. Services not included in the agreement

If the estate, facilities and/or services are leased outside of regular opening hours, i.e. from Monday until Friday before 08:00 and after 22:00, on Saturday before 08:00 and after 19:00 or on Sunday, an additional charge on top of the leasing cost will be made for any reception or security staff costs, audio-visual equipment assistance and cleaning. In principle, these additional costs are included in the quotation, if foreseen in advance by the lessor.

7. Catering

If the lessee requires catering services, it can inform the C&F University Hall Reservations Office accordingly, which will then request the caterer to contact the lessee. The lessee can also itself contact the University Hall caterer directly; Vineyard Party Catering can be reached via telephone on +31 30 253 8896 or via [email at info@vineyarduu.nl](mailto:info@vineyarduu.nl). The lessee must then conclude, without any intervention or other involvement on the part of the lessor, a catering agreement with Vineyard Party Catering in accordance with the terms and conditions of Vineyard Party Catering. The lessee is also required to pay the fee for the catering directly, i.e. without any intervention or other involvement on the part of the lessor, to Vineyard Party Catering.

Bringing your own catering or using any other caterer is not permitted.

Please note: if the reservation for the estate is cancelled, the lessee is itself responsible for cancelling the catering request and/or terminating the catering agreement with Vineyard Party Catering. Vineyard Party Catering applies its own cancellation conditions.

8. Cancellation/changes by lessee

Cancellation

The lessee has the right to cancel the agreement after conclusion. This cancellation must be communicated to the C&F University Hall Reservations Office in writing (by email or by post). The cancellation will be final when the lessee has received confirmation (by email) of the cancellation from the C&F University Hall Reservations Office.

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. The postmark date (if the cancellation is made by post) or the email date will serve as the notification date of the cancellation.

If the total leasing cost is equal to or greater than €200 incl. of VAT:

- no cancellation fee will be charged if the reservation is cancelled more than 60 calendar days in advance;
- a cancellation fee of 50% of the total leasing cost will be charged if the reservation is cancelled between 60 and 30 calendar days in advance (incl. of VAT);
- a cancellation fee of 75% of the total leasing cost will be charged if the reservation is cancelled between 30 and 7 calendar days in advance (incl. of VAT);
- a cancellation fee of 100% of the total leasing cost will be charged if the reservation is cancelled 7 or fewer calendar days in advance (incl. of VAT).

If the total leasing cost is less than €200 incl. of VAT), no cancellation fee will be charged.

Catering services should be cancelled directly with the caterer Vineyard Party Catering.

Changes

Any changes with regard to the date, duration, number of persons, estate, facilities and so on must be communicated in writing (by email or by post) to the C&F University Hall Reservations Office. The C&F University Hall Reservations Office will then inform the lessee whether the changes lead to any adjustment of the initial total leasing cost and, if so, the amount of the new total leasing cost. If such a change leads to a reduction of the initial total leasing cost by €200 (incl. of VAT) or more, the lessor will charge the following amount to the lessee as a fixed compensation (in addition to the changed total leasing cost incl. of VAT):

- in the case of a change more than 60 calendar days in advance – no compensation;
- in the case of a change 60 to 30 calendar days in advance – 50% of the difference between the initial total leasing cost (incl. of VAT) and the changed total leasing cost (incl. of VAT);
- in the case of a change between 30 to 7 calendar days in advance – 75% of the difference between the initial total leasing cost (incl. of VAT) and the changed total leasing cost (incl. of VAT);
- in the case of a change 7 or fewer calendar days in advance: 100% of the difference between the initial total leasing cost (incl. of VAT) and the changed total leasing cost (incl. of VAT).

In view of the aforesaid fixed compensation, the lessee will have an opportunity during 3 calendar days after receipt of the notification from the lessor to cancel the change by email (reserveringen.academiegebouw@uu.nl). If the change is cancelled within that time limit by email, the original lease shall remain unchanged. If the change is not cancelled within that time limit by email, the change of the lease will become final as a result.

Changes relating to catering must be communicated directly to the caterer Vineyard Party Catering.

9. Assignment of alternative estate

The lessor is permitted to assign another, suitable estate (in University Hall) than that agreed to the lessee, if this procedure optimises the use of University Hall for the lessor in the lessor's judgement.

10. House rules

The following house rules apply for the lessee and third parties present on its account. The lessee can be held liable for the consequences of a failure to comply with the house rules on the part of the lessee itself or of the third parties present on its account.

- A. The lessee is required to treat the estate made available, as well as University Hall in general, with due care.
- B. The organiser(s) of an event must report in advance to reception, so the receptionist knows whom to contact if necessary.
- C. The University Hall receptionist is the first point of contact for information at all times.
- D. This receptionist is responsible for order and safety within the building. They have the right to take the necessary action in this respect (or to arrange for it to be taken). The lessee is obliged to follow their instructions as well as to ensure that the third parties that are present on its account do the same. The receptionist has the right to access and inspect the estate reserved by the lessee, even when it is in use. They are also entitled, if there is reason to do so in their judgement (for instance, if these house rules are not complied with) to stop the activity and to have the estate vacated.
- E. Wires must not present a trip hazard. For this reason, wires must be attached to the floor with tape, which will be provided by the lessor to the lessee and charged to the lessee on the basis of subsequent calculation.
- F. Fire safety
 - In case of a fire, ceiling decorations can contribute significantly to the spread of a fire. As a result, ceiling decorations may only be used if they are inflammable or cannot be ignited by normal means (e.g. a gas burner), such as aluminium garlands, balloons (filled only with air or helium) and inflammable cloths. Please note: the use of dried flowers, artificial plants made from flammable materials (silk, plastic, and so on), baskets, cloths, ropes, mounted animals, Christmas branches or suchlike is not permitted! Other decorations must be made from fire-retardant materials. These kinds of decorative materials can be obtained from regular retail traders. To this end, expressly ask for these materials and retain the packaging of the decorations as proof. Installing decorations is only permitted by means of iron wire with a diameter of at least 0.5 mm. The lowest part of any decorations along and on the ceilings must hang at least 2.5 metres above the floor. Make sure that decorations cannot come into contact with lighting and other equipment that gets hot.
 - Open flames, such as candles, are prohibited at all times.
- G. Escape routes in case of fire
 - The entrances, passages, exits, aisles, stairs and escape routes must be free of obstacles.
 - The transparencies and escape route directions must not be hidden from view by decorations or curtains, for instance.
- H. In-line skates, bicycles and so on are not permitted inside the buildings.
- I. The premises of the university are smoke-free, in accordance with legislation. There are no smoking facilities and the smoking ban is enforced. The authorities may administer fines ranging from € 600 to € 4,500 per violation of the smoking ban. These fines will be imposed on the university, not the offender, but all or part of the cost of fine may be billed to the offender.
- J. No animals are allowed inside the buildings, with the exception of assistance animals.
- K. No images, posters, bills or stickers may be attached to walls, doors or windows in any part of any building. Flip charts are available for hire from the lessor for this purpose.
- L. Without written permission from the lessor, it is not allowed to add a musician, painter or other artist to your event.
- M. Rooms must be left in a tidy state after use. The lessee has the right to move furniture, provided that all furniture is returned to its original position after use. If additional cleaning is required according to the staff of University Hall, the costs incurred for it will be recovered from the lessee.
- N. Scattering confetti is not permitted, on penalty of a €150 fine.
- O. The lessee is required to switch off the light when leaving the room.
- P. Each individual is responsible for their own personal effects. Empty rooms must be kept locked at all times.

11. Liability

- The lessor accepts no liability for damages sustained by the lessee or a third party present on its account 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 of the third parties present on its account inside the building.
- The lessee is obliged to pay compensation to the lessor for any damage to rooms or equipment sustained during the lease period.

12. Termination of the lease

- A. The lessor has the right to terminate the lease 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.
- B. The lessor also has the right to terminate the lease with immediate effect without judicial intervention and without obligation for the lessor to pay compensation in the following situations:
 - a failure on the part of the lessee, after having been given written notice of default, to meet one or more essential obligations arising from the lease;

- misuse of the leased estate by the lessee (or the third parties present on its account), which may evoke an order to vacate;
 - supplying incorrect information to or withholding the correct information from the lessor;
 - a breach of the peace or well-founded suspicions of a possible breach of the peace, or nuisance caused by the lessee (or the third parties present on its account), which may evoke an order to vacate);
 - the discovery that the lessee has used a different caterer than Vineyard Party Catering for the leased estate.
- C. If the lessee already had or should have received services pursuant to the lease at the time of the termination of the lease by the lessor, the termination shall not affect those services and the payment obligations relating to them, unless the lessor is in default with regard to those services. Amounts that the lessor has invoiced or could invoice in connection with services already provided before the termination will continue to be payable in full and will become immediately due and payable at the time of termination.

13. 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 lease will be suspended. If the period during which force majeure impedes the full or partial fulfilment of an obligation by the lessor exceeds two months, both parties shall be entitled to terminate the lease without judicial intervention and without any obligation to pay compensation (but only to the extent of non-compliance with the agreement due to force majeure).
- 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, it has the right to invoice the lessee separately for the obligations already met or those that it will be able to meet, in which case the lessee is bound to pay this invoice as if it were a separate agreement.

14. Applicable law and dispute resolution

The lease is governed by Dutch law. Any disputes between the lessor and the lessee arising from this lease will be settled by mutual agreement between the lessor and the lessee to the maximum possible extent.

15. Closing provisions

If it deems such to be desirable, the lessor reserves the right to declare additional rules and/or conditions to be applicable with regard to the use of leased estate in University Hall. These rules and/or conditions will be communicated to the lessee as soon as possible.