

Rental conditions Botanical Gardens Utrecht University ("rental conditions")

For the rent of rooms and purchase of associated services and facilities of the Botanical Gardens Utrecht University (Budapestlaan 17, 3584 CD Utrecht).

1. Landlord and tenant

Lessor is the Botanical Gardens of Utrecht University, hereinafter referred to as: BoTu.

The lessee is the person or organization renting a space from the lessor, including facilities and/or services, hereinafter referred to as: the lessee.

To rent a space with facilities and services in the Botanical Gardens of Utrecht University, the tenant can contact the Office of the Botanical Gardens. The BoTu Office can be reached via telephone number +31(0)30 253 1826 on working days between 09.00 and 16.00 or via botanische.tuinen@uu.nl.

2. Conclusion of the rental agreement

The rental agreement is formed by an offer from the lessor in the form of a covering letter, an offer and these rental conditions and acceptance thereof by the lessee by signing and returning the covering letter, the accompanying offer and these rental conditions to the lessor. The rental agreement is thus formed by the covering letter, the corresponding offer and the present rental conditions (hereinafter jointly referred to as: "the rental agreement").

3. Rental price

The rental price for room hire with facilities and/or services shall be determined by the lessor on the basis of the rates applicable in the calendar year in which the event takes place.

If additional facilities and services are agreed with the lessor at the lessee's request, as an adjustment to the rental agreement, the rates for the calendar year in which the rental agreement is adjusted shall apply in determining the rental price for those additional facilities and services.

The lessor has the option to index annually.

4. Payment

Payment shall be made within 30 calendar days of the date of the invoice. If payment is not made within this period, the lessee shall owe statutory interest on the outstanding amount, without notice of default being required.

If the tenant continues to fail to pay the claim after notice of default, the claim may be handed over, in which case, in addition to the total amount owed (including statutory interest), the tenant shall also be obliged to pay in full any extrajudicial and, if applicable, judicial costs incurred in collecting the amount.

5. Included service

For rentals during regular opening hours, i.e. Monday to Sunday from 10.00-16.00 hours, the rental price includes normal cleaning (no excessive soiling) and materials such as a reserved whiteboard or flipchart.

6. Service not included

For rentals (partly or entirely) outside regular opening hours - i.e. Monday to Sunday after 16.00 - the following costs may be charged in addition to the rental price by the caterer or the BoTu: any staff costs for reception, security, audiovisual support and extra cleaning. These additional costs, if anticipated in advance by the lessor, are in principle included in the quotation.

7. Catering

The lessee should contact the BoTu's in-house caterer himself. The lessee then enters into a catering agreement with the caterer in accordance with the caterer's conditions, without the lessor's intervention or involvement in any other way. Tenant shall also pay the catering fee directly, i.e. without the intervention or involvement otherwise of lessor, to the house caterer. Rental and tenant data (but not financial data) will be shared with the caterer. The use of catering is mandatory for reservations after 16:00, unless otherwise agreed in consultation with the Office BoTu.

Please note that in case of cancellation of the room reservation, the tenant is responsible for cancelling the catering request and/or terminating the catering agreement with the in-house caterer. The caterer has its own cancellation conditions. In addition, a cancellation with the caterer does not count as a general cancellation, you must also inform the BoTu Office.

8. Cancellation / changes by tenant

Cancellation

The tenant has the right to cancel the rental agreement after it has been concluded. This cancellation must be notified in writing (by e-mail or post) to the BoTu Office. Once the tenant has received confirmation (by e-mail) of the cancellation from the Office BoTu, the cancellation is final. The date of the postmark (if the cancellation is made by post) or of the e-mail counts as the notification date of the cancellation.

In case of cancellation, the hirer shall owe the following percentage of the total hire price (room hire including costs for facilities/services), depending on the time of cancellation in relation to the date to which the room reservation relates and the total hire price:

- for cancellation more than 30 calendar days before the hire date, no cancellation fee is due;
- in the event of cancellation 30 to 14 calendar days before the hire date, 50% of the total hire price is payable;
- in case of cancellation 14 calendar days or less before the rental date, 100% of the total rental price is due.

Cancellation of catering must be made directly to the caterer Botanica Catering.

Changes

Any changes with regard to duration, number of persons, rooms, facilities, etc. must be communicated in writing (by e-mail or post) to the Office BoTu. A change regarding the date is not considered a change, but a cancellation. The Office BoTu will then inform the tenant whether the changes result in an adjustment of the initial total rent and, if so, the amount of the new total rent. If such a change results in a reduction of the initial total rent, the Landlord shall charge the following amount as liquidated damages to the Tenant (in addition to the changed total rent):

- for modification more than 30 calendar days before the rental date: nothing;
- in the event of amendment 30 to 14 calendar days before the rental date: 50% of the difference between the initial total rental price and the amended total rental price;
- in case of modification 14 calendar days or less before the rental date: 100% of the difference between the initial total rent and the modified total rent.

In view of the aforementioned liquidated damages, the Tenant shall be given the opportunity to withdraw the amendment by e-mail (botanische.tuinen@uu.nl) for 5 calendar days after receiving the notification from the Landlord of the possibly amended total rent. If the amendment is timely withdrawn by e-mail, the original rental agreement shall remain in force. If the amendment is not withdrawn in time by e-mail, the amendment to the rental agreement thereby becomes final.

Changes concerning catering should be communicated directly to the caterer Botanica Catering.

Cancellation of free reservations

If a free reservation is cancelled by the tenant within 14 calendar days before the rental date, BoTu will charge €150 in expenses.

9. Allocation of replacement space

The lessor is permitted to allocate suitable space (in the BoTu) other than the agreed space to the tenant, if, in the lessor's opinion, this optimises the use of the BoTu for the tenant.

10. House rules

The following house rules apply to the lessee and the third parties present on his behalf. The lessee may be held liable for the consequences of failure to comply with the house rules by him or by third parties present on his behalf. Before signing, please also read the house rules for visiting the Botanical Gardens, these house rules must also be observed during a visit to the Botanical Gardens.

- A. The tenant is to treat the space(s) made available with care, as well as the Botanical Gardens and the greenhouse complex.
- B. The lessee must comply with the maximum number of guests allowed per space as determined by the lessor.
- C. The organiser(s) of an event with a start time between 10:00 and 16:00 should report to the BoTu reception in advance, so that the reservation officer knows to whom he/she can turn if necessary. For reservations with a start time after 16:00, separate arrangements will be made with the BoTu and/or the caterer.
- D. The personnel of the lessor and caterer are responsible for order and safety within the building. He/she is entitled to take the necessary measures to this end. The lessee is obliged to follow his/her instructions and also to encourage third parties present on his/her behalf to do so. The reservation officer has the right to enter and inspect the room reserved by the hirer even during use. He/she is also entitled, if in his/her opinion there is reason to do so, for example if these house rules are violated, to stop the activity and have the room vacated.
- E. Preparation of materials in the room by the tenant is possible from half an hour before the reservation time. Your guests are welcome in the Gardens from opening time (10:00 am). Clearance of the materials by the lessee is possible by agreement until half an hour after the reservation at the latest. After this, the space must be left tidy.
- F. Cords must not be left loose on the floor. Cables must be secured to the floor with tape provided by the lessor to the lessee.
- G. Fire safety:
 - Ceiling decorations are not allowed.
 - Open flames, such as candles, are prohibited at all times.
 - Hanging decorations on the walls is not allowed.
- H. Escape routes in case of fire:
 - Entrances, passages, exits, aisles, stairways and escape routes should be free of obstacles.
 - Escape route signs must not be hidden from view.
- I. It is forbidden to enter the gardens and buildings with rollerblades, (running) bikes, etc., with the exception of aids.
- J. Drones, balloons and confetti are not allowed in the Gardens and buildings.
- K. The BoTu grounds are required by law to be smoke-free. There are no smoking facilities and enforcement is in place. For violations, Utrecht University may be fined between €600 and €4,500. This may be passed on in full or in part to the offender.
- L. Animals are not allowed in the Botanical Gardens buildings, with the exception of assistance animals.
- M. No pictures, posters, posters or stickers may be affixed to walls, doors or windows anywhere in the buildings. The landlord rents flipcharts and whiteboards for this purpose.
- N. The tenant must leave the room in the same condition in which it was found. The lessee has the right to place the furniture differently provided it is returned to its original arrangement after the event. If, in the opinion of BoTu staff, extra cleaning is necessary due to excessive soiling, the cost of this may be recovered from the tenant.
- O. Everyone is responsible for personal belongings. The rooms in the greenhouse complex cannot be locked in the interim.

11. Liability

- The lessor is not liable for damage suffered by the lessee or third parties present on the lessee's behalf when using the space, unless such damage was caused by intent or gross negligence on the part of the lessor.
- The lessor is not liable for damage to or loss of property of the lessee or third parties present in the building.
- The tenant must ensure that no damage is caused to the spaces and the Garden and to the items present in the spaces or Garden.
- The lessor has the right to have any damage it ascertains to the rooms and/or the Garden repaired at the tenant's expense, insofar as the damage arose during the tenant's use of the premises or was directly related to it.

12. Dissolution of the rental agreement

- A. In the event of bankruptcy or (provisional) suspension of payment of the lessee, the lessor has the right to dissolve the lease with immediate effect, without notice of default.
- B. Furthermore, in the following situations, the lessor is entitled to dissolve the rental agreement with immediate effect without judicial intervention and without any obligation arising for the lessor to compensate any damage:
- C. failure by the tenant, after a written notice of default, to comply with one or more essential obligations under the rental agreement;
- D. misuse by the tenant (or third parties present on his behalf) of the rented property (at which point eviction may also be ordered);
- E. provision of incorrect information or withholding of correct information by the tenant to the lessor;
- F. disturbance of public order or well-founded suspicion of the possibility thereof, or causing a nuisance by the tenant (or third parties present on his behalf) (in which cases eviction may also be ordered);
- G. the finding that the tenant uses or has used a caterer other than the in-house caterer for the rented premises, or that the tenant has brought his own refreshments, for which BoTu has not given prior written permission.
- H. If, at the time of the dissolution of the rental agreement by the lessor, the tenant has already received or should have received performance under the rental agreement, the dissolution shall not affect such performance and the related payment obligations, unless the lessor is in default with regard to such performance. Amounts which the lessor has already invoiced or could invoice in connection with performances carried out before the dissolution shall remain fully due and shall become immediately payable at the time of dissolution.

13. Force majeure

- The lessor shall not be liable for non-, incomplete or untimely compliance with its obligations as a result of force majeure (non-attributable failure).
- During a situation of force majeure, the lessor's delivery and other obligations arising from the rental agreement shall be suspended.
- If the period in which the (partial) fulfilment of an obligation by the Lessor is hindered by force majeure lasts longer than two months, both parties shall be entitled to dissolve the rental agreement without judicial intervention and without any right to compensation (but only for the part not fulfilled due to force majeure).
- If the Lessor has already fulfilled part of his obligations before the start of the force majeure, or will only be able to fulfil part of his obligations due to the start of the force majeure, he shall be entitled to invoice the part already supplied or the deliverable part separately and the Lessee shall be obliged to pay this invoice as if it were a separate agreement.

14. Applicable law and dispute resolution

The hire agreement is governed by Dutch law. Disputes between lessee and lessor arising from the rental agreement shall be settled by mutual agreement as much as possible. If the parties cannot reach a mutual agreement, they may decide to submit the dispute to the competent court, i.e. the District Court of Midden-Nederland in Utrecht.