

TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES TO CLIENTS
FROM: KLOOSTER | EVENTS, ART & DESIGN – HOOFDSTRAAT 96 – NOORDWIJK AAN ZEE,
HEREINAFTER REFERRED TO AS: SERVICEPROVIDER.

1. DEFINITIONS:

- 1.1. SERVICEPROVIDER; KLOOSTER | PODIUM, KUNST & INTERIEUR ESTABLISHED IN NOORDWIJK, REGISTERED IN THE COMMERCIAL REGISTER OF THE CHAMBER OF COMMERCE IN THE HAGUE WITH NUMBER 5437941:
- 1.2. CLIENT: THE PARTY FOR WHICH THE SERVICEPROVIDER'S OPERATIONS ARE TO BE PERFORMED, WHETHER THIS IS THE CLIENT ITSELF, OR WHETHER THIS IS THIRD PARTIES;
- 1.3. SERVICES: THE PERFORMANCES TO WHICH THE SERVICEPROVIDER HAS COMMITTED, SUCH AS SEMINAR/CONGRESS/WORKSHOP/MEETING/FASHIONSHOW/(BUSINESS) LUNCH/(BUSINESS) DINNER/WEDDING/RECEPTION/CONDOLENCE/ OR LOCATION RENTAL, THAT MUST BE EITHER DELIVERED BY THE SERVICEPROVIDER TO THE CLIENT, OR MUST BE INTENDED TO BE DELIVERED OR PROVIDED BY THE SERVICEPROVIDER TO THE CLIENT, IN PARTICULAR BY VIRTUE OF AGREEMENT OF SALES OR CONTRACT, TOGETHER WITH THE ACTIVITIES THAT THE SERVICEPROVIDER CONDUCTS FOR THE CLIENT.
- 1.4. AGREEMENT: A SPOKEN OR WRITTEN AGREE BETWEEN THE SERVICEPROVIDER AND THE CLIENT, WHERE AT LEAST A DESCRIPTION OF THE ACTIVITIES TO BE CARRIED OUT AND A PRICE ARE DECIDED.

2. APPLICATION:

- 2.1. THESE TERMS AND CONDITIONS ARE APPLICABLE TO ALL OFFERS AND AGREEMENTS, TOGETHER AS TO THE AFTER OFFER ESTABLISHED AGREEMENTS AND/OR LEGAL ACTS OF THE SERVICEPROVIDER TO THE PURPOSE OF SERVICES FOR OR TO THE CLIENT.
- 2.2. EXEMPTION TO THESE TERMS AND CONDITIONS ARE ONLY VALID IF THEY ARE EXPLICITLY WRITTEN AGREED UPON.
- 2.3. APPLICATION OF ANY PURCHASE AND/OR OTHER CONDITIONS OF THE CLIENT ARE EXPRESSLY REJECTED.
- 2.4. IF ANY PROVISION OF THESE TERMS AND CONDITIONS IS INVALID OR IS DESTROYED, ALL THE OTHER PROVISIONS IN THESE TERMS AND CONDITIONS WILL STAY ENTIRELY IN FORCE, THE SERVICEPROVIDER AND CLIENT SHALL INSTEAD ADOPT PROVISIONS IN PLACE TO REPLACE THE INVALID AND/OR DESTROYED PROVISIONS, WHEREBY AS MUCH AS POSSIBLE THE PURPOSE AND INTENTION OF THE INVALID OR DESTROYED PROVISION IS KEPT IN PLACE. PARTIES SHALL, TO THE EXTENT DESIRED, DELIBERATE ON THE EXACT TERMS OF THE NEW PROVISIONS.
- 2.5. CLIENT GIVES SERVICEPROVIDER BEFOREHAND PERMISSION TO TRANSFER THE AGREEMENT TO AN AFFILIATED COMPANY.
- 2.6. THE CLAUSES IN THESE TERMS AND CONDITIONS REGARDING THE OBLIGATIONS AND LIABILITY OF THE SERVICEPROVIDER ARE CO-MADE FOR THIRD PARTIES THAT ARE USED WITH OR FOR THE SERVICEPROVIDER IN RELATION TO THE CLIENT. THESE THIRD PARTIES ARE ABLE TO OPPOSE AGAINST THEIR LIABILITY BY MAKING A DIRECT APPEAL ON THESE TERMS AND CONDITIONS AGAINST THE CLIENT. ARTICLE 7:404 BW ARE EXPRESSLY EXCLUDED. LIMITATIONS OF LIABILITY BY THE SERVICEPROVIDER AND ITS THIRD PARTIES ARE NOT ACCUMULATIVE ON DIFFERENT PARTIES.

3. QUOTATIONS:

- 3.1. QUOTATIONS OF THE SERVICEPROVIDER ARE NON-COMMITAL AND EXPIRE 20 DAYS AFTER THE DATE OF THE QUOTATION; THE SERVICEPROVIDER IS ONLY BOUND TO HER QUOTATION IF THE ACCEPTANCE OF THE CLIENT IS WITHIN 20 DAYS CONFIRMED IN WRITING.
- 3.2. IN DEROGATION OF THE PROVISIONS OF ARTICLE 6:225 PARS 2 BW THE SERVICEPROVIDER IS NOT BOUND TO BY THE CLIENT MADE MODIFICATIONS TO THE QUOTATION, UNLESS THESE MODIFICATIONS ARE EXPLICITLY AND IN WRITING OR BY E-MAIL CONFIRMED BY THE SERVICEPROVIDER.
- 3.3. ALL OFFERS AND QUOTATIONS ARE NON-COMMITAL, UNLESS SPECIFIC AND IN WRITING IS SPECIFIED IN THE OFFER.
- 3.4. AN ADVANCE PAYMENT CAN BE REQUESTED. THIS SHOULD AT LEAST 10 DAYS BEFORE COMMENCEMENT OF THE SEMINAR/CONGRESS/WORKSHOP/MEETING/FASHIONSHOW/(BUSINESS) LUNCH/(BUSINESS)

DINNER/WEDDING/RECEPTION/CONDOLENCE/ OR RENTAL OF LOCATION BE FULFILLED N.A.V. A PARTIAL INVOICE.

4. THE FORMATION AND EXECUTION OF THE AGREEMENT:

- 4.1. THE AGREEMENT BETWEEN THE CLIENT AND THE SERVICEPROVIDER IS ESTABLISHED AT THE MOMENT THAT THEY SIGN A WRITTEN AGREEMENT OR WHEN THE SERVICEPROVIDER CONFIRMS THE CONTRACT PER E-MAIL, AND/OR AFTER A DEPOSIT IS MADE (ARTICLE 3 PARS 4)
- 4.2. THE AGREEMENT IS ALSO CONSIDERED ESTABLISHED WHEN THE SERVICEPROVIDER, AFTER ACCEPTANCE OF A QUOTATION OR OFFER BY THE CLIENT, IS BEGUN WITH THE PROVISION OF THE SERVICES.
- 4.3. THE SERVICEPROVIDER WILL EXECUTE THE AGREEMENTS IN THE BEST INSIGHT AND ABILITY AND CORRESPONDING THE REQUIREMENTS OF GOOD CRAFTSMANSHIP BASED ON THE SERVICEPROVIDER'S PRESENT KNOWLEDGE.
- 4.4. IF AND IN AS FAR A GOOD EXECUTION OF THE AGREEMENT IS REQUIRED, THE SERVICEPROVIDER HAS AT ALL TIMES THE RIGHT TO OUTSOURCE A PART OR THE WHOLE OF THE AGREED ACTIVITIES TO THIRD PARTIES.
- 4.5. THE CLIENT ENSURES THAT ALL CONDITIONS WHICH THE SERVICEPROVIDER INDICATES THAT ARE NECESSARY, OR THE CONDITIONS WHICH ARE FOR THE CLIENT REASONABLE TO UNDERSTAND THAT ARE NECESSARY FOR THE EXECUTION OF THE AGREEMENT, ARE MET.

5. CANCELLATION, AMENDMENT, AND TERMINATION OF THE AGREEMENT:

- 5.1. IF AN AGREEMENT IS CANCELLED BY THE CLIENT, CANCELLATION COSTS ARE DUE.
- 5.2. A) FOR CANCELLATION MORE THAN 3 MONTHS PRIOR TO COMMENCEMENT: 10% OF THE AGREED SUM.
B) FOR CANCELLATION MORE THAN 2 MONTHS PRIOR TO COMMENCEMENT: 20% OF THE AGREED SUM.
C) FOR CANCELLATION MORE THAN 1 MONTH PRIOR TO COMMENCEMENT: 40% OF THE AGREED SUM.
D) FOR CANCELLATION MORE THAN 14 DAYS PRIOR TO COMMENCEMENT: 65% OF THE AGREED SUM.
E) FOR CANCELLATION MORE THAN 7 DAYS PRIOR TO COMMENCEMENT: 90% OF THE AGREED SUM.
F) FOR CANCELLATION 7 DAYS OR LESS PRIOR TO COMMENCEMENT: 100% OF THE AGREED SUM.
CANCELLATIONS ARE ONLY TAKING INTO DEALING PER E-MAIL OR IN WRITING ON WORKING DAYS DURING OFFICE HOURS. CANCELLATIONS OUTSIDE THESE OFFICE HOURS ARE DEEMED TO BE MADE ON THE NEXT WORKING DAY.
- 5.3. IF THE AMOUNT OF PARTICIPANTS IS LESS THAN THE INDICATED AMOUNT, NO REFUNDS OR REDUCED PRICES TAKE PLACE.
- 5.4. THE CLIENT ONLY HAS THE AUTHORITY INTO CANCELLING THE AGREEMENT WHEN THE SERVICEPROVIDER, AFTER A DETAILED FORMAL NOTICE BY LETTER UNDER WHICH A REASONABLE PERIOD FOR TREATING THE DEFAULT IS SET, FAILS TO COMPLY WITH THE AGREEMENTS FOR WHICH THE SERVICEPROVIDER WAS RESPONSIBLE.
- 5.5. IF THE SERVICEPROVIDER IS RESPONSIBLE REGARDING THE CLIENT AND/OR COMPLIANCE HELD, THAN THE SERVICEPROVIDER, TO THE EXTENT THAT COMPLY IS STILL POSSIBLE, IS ONLY REQUIRED TO COMPLY WHEN THIS IS A REASONABLE JUDGEMENT. IF THE SERVICEPROVIDER LACKS AND AFTER FAIR JUDGEMENT IS CONSIDERED TO NOT COMPLY WITH WHAT IS REQUIRED, THE SERVICEPROVIDER CAN LIQUIDATE THE AGREEMENT. THE SERVICEPROVIDER WILL BECAUSE OF THIS NEVER BE LIABLE FOR ANY DAMAGES HELD.
- 5.6. THE SERVICEPROVIDER CAN TERMINATE THE AGREEMENT BY JUDICIAL NOTICE AND WITHOUT ANY INTERVENTION BY WRITTEN NOTIFICATION AND WITH IMMEDIATE EFFECT IN WHOLE OR IN PART IF THE SERVICEPROVIDER GETS OR SEEKS FOR A SUSPENSION (SURSEANCE) OF PAYMENT, IF THE SERVICEPROVIDER IS DECLARED BANKRUPT OR IF THE COMPANY OF THE SERVICEPROVIDER IS TERMINATED EXCEPT FOR THE MERGING OF COMPANIES. THE SERVICEPROVIDER WILL DUE TO TERMINATION NEVER BE HELD ACCOUNTABLE FOR ANY DAMAGES OR CLAIMS.
- 5.7. AMOUNTS THAT HAVE BEEN INVOICED OR WILL BE INVOICED BY THE SERVICEPROVIDER IN CONNECTION TO THE EXECUTION OF AN AGREEMENT, WILL STAY DUE AND WILL BE COLLECTABLE DIRECTLY.

6. COMPLAINTS & CLAIMS:

6.1. COMPLAINTS BY THE CLIENT ABOUT THE EFFECTED ACTIVITIES SHOULD BE RECEIVED WITHIN 8 DAYS AFTER DISCOVERY AND AS THE LATEST WITHIN 14 DAYS AFTER COMPLETION OF THE ACTIVITIES, AND SHOULD BE REPORTED IN WRITING TO THE SERVICEPROVIDER.

6.2. IF A COMPLAINT APPEARS WELL FOUNDED, THE SERVICEPROVIDER WILL YET PROVIDE THE ACTIVITIES AS AGREED UPON, UNLESS IT HAS BECOME DEMONSTRABLY USELESS FOR THE CLIENT. THE LATTER SHOULD BE MADE VISIBLE BY THE CLIENT TO THE SERVICEPROVIDER IN WRITING.

6.3. IF THE AGREED ACTIVITIES OR A PART OF THESE ARE YET TO BE PROVIDED, ARTICLE 5 APPLIES.

6.4. IN THE CASE OF A WELL FOUNDED COMPLAINT, AND IF THE AGREED ACTIVITIES THAT ARE STILL TO BE PERFORMED ARE DEEMED USELESS AND ARE WRITTEN CORRESPONDING PARS 2, THE EXECUTED ACTIVITIES ARE WITHOUT LIMITING CHARGED, UNLESS THE EXECUTED ACTIVITIES ARE DEMONSTRABLY USELESS TO THE CLIENT.

6.5. IF THE CLIENT FINDS THAT THE SERVICESPROVIDER'S INVOICE SHOWS PERFORMANCES THAT ARE NOT CORRESPONDING THE AGREEMENTS THAT ARE MADE, THE CLIENT HAS TO REPORT, WITHIN 8 DAYS AFTER DISCOVERY AND AT THE LATEST WITHIN 14 DAYS AFTER THE COMPLETION OF THE INVOICE, TO THE SERVICEPROVIDER.

6.6. ONLY IF THE IN PARS 5 NOTED TERMS ARE FULFILLED AND IF THE IN PARS 5 NOTED MENTION SHOWS WELL FOUNDED, THAN THE SERVICEPROVIDER WILL CREDIT, REPEAL OR AMEND THE INVOICE MADE.

7. PAYMENT:

7.1. PAYMENT BY CLIENT SHOULD, WITHOUT DEDUCTION, DISCOUNT, OR SETTLEMENT WITHIN THE AGREED STATED PERIOD ON THE INVOICE, BUT IN NO EVENT LATER THAN 14 DAYS AFTER THE DATE OF INVOICE BE FULFILLED.

7.2. PAYMENT MUST BE MADE BY MEANS OF TRANSFER IN FAVOR OF THE TO SERVICEPROVIDER INDICATED BANK-AND/GIROACCOUNT

7.3. IF THE CLIENT HASN'T PAID WITHING THE IN PARS 7.1 NOTED PERIOD, THE SERVICEPROVIDER IS ENTITLED, AFTER THE CLIENT IS GIVEN A FINAL 10 DAYS TO MEET ITS OVERALL PAYMENT OBLIGATION, TO GIVE THE CLIENT WITHOUT FURTHER NOTICE A SUMMONS AND TO INVOLVE THE COURT.

7.4. IF THE CLIENT HASN'T PAID WITHIN THE PREVIOUS PARS STATED PERIOD, THE SERVICEPROVIDER IS ENTITLED TO CALCULATE AN INTEREST OF 1% PER MONTH CUMULATIVE.

7.5. IF THE CLIENT AFTER NOTIFICATION OF DEFAULT STILL CONTINUES TO NOT PAY THE CLAIM, THE CLAIM CAN BE TAKEN OUT OF HANDS, IN WHICH CASE THE CLIENT, IN ADDITION TO THE TOTAL AMOUNT DUE WILL ALSO BE CHARGED WITH EXTRAJUDICIAL COLLECTION CHARGES WHICH ARE RAISED TO 15% OF THE PRINCIPAL SUM EX. VAT.

7.6. ANY PAYMENT BY THE CLIENT WILL TAKE PLACE WITHOUT ANY SETTLEMENT, REGARDLESS OF THE DEFINITION OF PAYMENT, FOR COMPLIANCE OF ANY OUTSTANDING INTERESTS AND COLLECTION CHARGES AFTER WHICH IT SEEKS TO OFFSET THE PRINCIPAL SUM.

7.7. IF THE FINANCIAL POSITION OR THE PAYMENT AMOUNT OF THE CLIENT, AFTER SOLE DISCRETION OF THE SERVICEPROVIDER, GIVES ENOUGH REASON FOR THE SERVICEPROVIDER, THE SERVICEPROVIDER IS ENTITLED TO DESIRE FROM THE CLIENT THAT HE WILL PROMPTLY GIVE "ADDITIONAL" CERTAINTY IN A BY THE SERVICEPROVIDER TO DETERMINE FORM AND/OR ADVANCE OF PAYMENT TO THE SERVICEPROVIDER. IF THE CLIENT FAILS TO GIVE THE DESIRED CERTAINTY, THE SERVICEPROVIDER IS ENTITLED, SUBJECT TO ITS OTHER RIGHTS, TO SUSPEND THE REMAINDER OF THE AGREEMENT AND THE CLIENT IS THEN IMMEDIATELY INDEBTED FOR THE REMAINDER WITHOUT ANY FURTHER NOTICE REQUIRED.

8. INTELLECTUAL PROPERTY:

8.1. ALL DOCUMENTS PROVIDED BY THE SERVICEPROVIDER, LIKE HAND-OUTS, PROGRAMS, ETC., ARE INTENDED TO BE USED BY THE CLIENT AND SHOULD NOT BE REPRODUCED, MADE PUBLIC, OR BE NOTIFIED TO A THIRD PARTY WITHOUT THE PERMISSION OF THE SERVICEPROVIDER

8.2. ALSO, THE SERVICEPROVIDER RESERVES THE RIGHT TO USE THE BY PERFORMANCE OF WORK INCREASED KNOWLEDGE FOR OTHER PURPOSES, SO FAR AS THIS DOES NOT GIVE ANY CONFIDENTIAL INFORMATION TO THIRD PARTIES.

9. RESPONSIBILITY:

9.1. THE SERVICEPROVIDER IS NOT TE BE HELD ACCOUNTABLE FOR ANY DAMAGES THAT THE CLIENT SUFFERS BY DEFICIENCIES OF THE SERVICEPROVIDER AND/OR ITS SUBORDINATE EMPLOYEES FOR THE EXECUTION OF ANY BETWEEN THE PARTIES MET CLOSED AGREEMENTS, UNLESS THE DAMAGE IS THE DIRECT RESULT OF INTENT OR THE FAULT OF THE SERVICEPROVIDER.

9.2. MOREOVER, THE SERVICEPROVIDER IS NOT ACCOUNTABLE FOR:

A) BY THE CLIENT OR THIRD PARTIES CREATED DAMAGE THAT IS THE RESULT OF THE PROVISION OF INCORRECT AND/OR INCOMPLETE DATA AND/OR INFORMATION BY THE CLIENT TO THE SERVICEPROVIDER OR WHICH IS THE RESULT OF AN ACT AND/OR FAILURE OF THE CLIENT.

B) BY THE CLIENT OR THIRD PARTIES CREATED DAMAGE THAT IS THE RESULT OF ACTING AND/OR FAILURE OF THE CLIENT OR BY THE CLIENT ENABLED STAFF OR OTHER THIRD PARTIES.

9.3. IN ALL CASES THE RESPONSIBILITY OF THE SERVICEPROVIDER AND THE THIRD PARTIES ENABLED BY THE SERVICEPROVIDER FOR THE CLIENT SUFFERED DAMAGE AND THEIR COMPULSORY REIMBURSEMENT, IS LIMITED TO A MAXIMUM AMOUNT OF THE STIPULATED PRICE (EX. VAT).

9.4. THE RESPONSIBILITY OF THE SERVICEPROVIDER FOR ANY INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS, AND FOR DAMAGES RELATED TO BUSINESS STAGNATION, IS EXCLUDED.

9.5. THE CLIENT IS OBLIGED TO HOLD THE SERVICEPROVIDER HARMLESS AND PRESERVE ALL CLAIMS ARISING THE AGREEMENT BETWEEN THE SERVICEPROVIDER AND THE CLIENT, EXCEPT WHEN THESE CLAIMS ARE RESULTING FROM INTENT OR GROSS NEGLIGENCE FROM THE SERVICEPROVIDER.

9.6. IF THE SERVICEPROVIDER, TO AVERT ITS RESPONSIBILITY FOR A CONDUCT MADE BY THE SERVICE PROVIDER ENABLED THIRD PARTY, CAN GAIN A DEFENCE FROM AN AGREEMENT MADE, THAN THIS THIRD PARTY CAN ALSO USE THIS AS A DEFENCE SHOULD HE/SHE BE CHALLENGED BY THE CLIENT.

9.7. GROUNDS THAT GIVE REASON FOR ANY DAMAGE COMPENSATION, HAS TO BE PRESENTED TO THE SERVICEPROVIDER AT THE LATEST WITHIN A MONTH AFTER THE CLIENT HAD DISCOVERED THE DAMAGE OR REASONABLY COULD HAVE DISCOVERED THE DAMAGE.

9.8. THE CLIENT HOLDS THE SERVICEPROVIDER HARMLESS FOR ALL GOVERNING ACTIONS AT LAW FROM THIRD PARTIES, AND/OR DAMAGES, FINES, FEES AND INTERESTS, THAT HAS TO DO WITH MATTERS RELATED TO BUSINESS, RIGHTS, AND INFORMATION THAT THE CLIENT PROVIDED TO THE SERVICEPROVIDER.

9. PARTICIPANTS TO A BY THE SERVICEPROVIDER SERVICE, PARTICIPATE AT THEIR OWN RISK AND RESPONSIBILITY.

10. THE CLIENST IS, DURING THE TIME THAT FIXED AND HOUSEHOLD GOODS FROM THE SERVICEPROVIDER ARE USED, LIABLE FOR ANY DAMAGE THAT IS OCCURRED. AT MAJOR DAMAGE THE SERVICEPROVIDER AND THE CLIENT ARE AGREED THAT AN INDEPENDENT DAMAGE EXPERT WILL DETERMINE THE DAMAGE AFTER WHICH THE CLIENT HAS TO COMPENTASE FOR THE DAMAGE.

10. FORCE MAJEURE:

10.1. THE SERVICEPROVIDER IS NOT REQUIRED TO MEET ANY OBLIGATIONS SHOULD SHE BE OBSTRUCTED, ALL OR PARTLY, BY ANY CIRCUMSTANCE THAT NONE CAN BE ACCUSED OR BE HELD RESPONSIBLE FOR. THIS ALSO MEANS NON-CULPABLY SHORTCOMINGS FROM THE SUPPLIERS OF THE SERVICEPROVIDER AND/OR ANY THIRD PARTIES THAT THE SERVICEPROVIDER ENABLES.

10.2. IN CASE OF A FORCE MAJEURE FROM THE SIDE OF THE SERVICEPROVIDER THE OBLIGATIONS ARE SUSPENDED. WHEN THIS FORCE MAJEURE LASTED MORE THAN 90 DAYS, THE PARTIES INVOLVED HAVE THE RIGHT TO TERMINATE THE AGREEMENT IN WRITING. THE PERFORMANCES THAT ALREADY HAVE BEEN ACCOMPLISHED DUE TO THE AGREEMENT ARE CHARGED PRO RATA.

11. PROTECTION OF INFORMATION AND PRIVACY:

11.1. BOTH PARTIES ARE OBLIGED TO SECRECY OF ANY CONFIDENTIAL INFORMATION WHICH THEY HAVE OBTAINED FROM EACHT OTHER OF FROM ANY OTHER SOURCE IN THEIR AGREEMENT. INFORMATION IS SEEN AS CONFIDENTIAL WHEN THE OTHER PARTY HAS BEEN INFORMED OR WHEN THIS RESULTS FROM THE NATURE OF THE INFORMATION.

11.2. THE SERVICEPROVIDER CAN PROCESS CLIENT'S DATA BY COLLECTING CLAIMS (INCLUDING PUTTING THE CLAIMS IN HANDS BY THIRD PARTIES), AND FOR THE ANALYSIS (WHETHER OR NOT BY A THIRD PARTY) OF CLIENT'S CREDITWORTHINESS.