

ARTIS

ARTIS - General Terms and Conditions Events

Article 1

Definitions

In these general terms and conditions, and in the offers and agreements to which the general terms and conditions apply, the following terms are always defined as follows:

ARTIS	The Foundation for the Preservation of the Zoological Gardens of the Royal Zoological Society Natura Artis Magistra;
Rented space	The grounds or the event space provided by ARTIS to the customer on the basis of the applicable event and/or catering agreement.
Host	Any person who represents a supplier of ARTIS in the implementation of the event or catering agreement.
Provision of catering services	The provision by ARTIS, together with a catering or other company, of accommodation and/or food, and/or drink and/or materials and goods and/or an event space, with all associated working activities and services, all in the broadest sense of the terms.
Customer	The natural person or legal entity that has entered into an event agreement and/or catering agreement with ARTIS.
Guest	The natural person or persons to whom access is granted to ARTIS grounds, and/or to whom one or more catering services are provided, on the basis of the event agreement or catering agreement entered into with the Customer. Where these general terms and conditions refer to a guest, visitor or customer, this refers to both the guest and the visitor and customer, unless it arises by necessary implication from the content of the provision and its purpose that it can only be referring to one of these three parties.
Event and catering agreement (hereinafter referred to as 'catering agreement')	An agreement between ARTIS and a customer with regard to one or more event and catering services to be provided by ARTIS, against a price to be paid by the customer.
Reservation value	The value of the catering agreement: the total expected turnover for ARTIS, including service charges and VAT, in respect of a catering agreement with the customer, which expectation is based on the averages that apply within ARTIS.

Cancellation	The written notice that the customer sends to ARTIS, stating that one or more of the agreed catering services will not be made use of, wholly or in part, or the written notice that ARTIS sends to the customer, stating that one or more of the agreed catering services will not be provided, wholly or in part.
No-show	The non-use, without cancellation, by a customer of a catering service on the basis of a catering agreement.
Goods	All goods, including money, valuables and documents with a monetary value.
Turnover guarantee	A written statement from the customer stating that ARTIS will generate at least a certain amount in turnover from one or more catering agreements.

Article titles are for reference purposes only. No rights can be derived from these.

Article 2 Applicability

1. These general terms and conditions apply, with the exclusion of all other general terms and conditions, to the establishment and the content of all catering agreements, as well as to all offers in respect of this catering agreement. If other general terms and conditions nevertheless apply, in the event of a discrepancy these general terms and conditions will prevail.
2. Deviation from the general terms and conditions is only possible if ARTIS has confirmed this in writing in advance.
3. The general terms and conditions also apply for the benefit of any natural persons and legal entities that ARTIS engages or has engaged in the entry into and/or implementation of a catering agreement or other agreement, or in the operation of ARTIS.
4. If one or more provisions of the general terms and conditions prove to be invalid or are invalidated, either wholly or in part, then the other provisions of these general terms and conditions remain fully in force, and the invalid or invalidated provision will be replaced with a provision with the same purport as the original provision.
5. The customer agrees to the applicability of these general terms and conditions to later or new agreements, unless this is later agreed otherwise in writing.

Article 3 Establishment of catering agreements

1. ARTIS can refuse to enter into a catering agreement at any time for any reason whatsoever.
2. All offers made by ARTIS in respect of the establishment of a catering agreement are free of obligation and under the suspensory condition that ARTIS has sufficient capacity. If this suspensory condition is not met, then the intended catering agreement will be considered not to have been established. A reservation will only become definitive after ARTIS has received a confirmation signed in agreement and a deposit from the customer.
3. Without prejudice to the above, an offer of ARTIS will expire 5 working days after it has been sent to the customer, provided that there are 60 days or less between the date that offer has been sent by ARTIS and the actual event date. If more than 60 days are between the sending date and the event, an expiry period of two week applies.
4. If ARTIS has granted the customer (option holder) a right of option, this right cannot be revoked, except with the written agreement of the option holder. A right of option can only be granted in writing.
5. Catering agreements for one or more customers entered into by intermediaries (travel agencies, event agencies, other catering companies etc.), whether or not on behalf of their business relation or

relations, will be deemed to have been entered into partly at the expense and risk of these intermediaries. ARTIS is not liable to pay intermediaries a commission or fee of any kind, unless expressly agreed otherwise in writing. Full or partial payment of the amount payable by the customer will discharge the intermediary to the same degree.

Article 4 Size, suitability and condition of the rented space

1. On the commencement of the rental the rented space will be delivered by ARTIS and accepted by the customer in a well-maintained condition.
2. The rented space will include the installations and facilities present in and at the rented space (audio-visual installations, sanitary facilities, furniture etc.), unless these are excepted in the catering agreement.
3. The customer is obliged to thoroughly inspect the rented space before entering into the catering agreement in order to verify that the rented space is suitable, or can be made suitable by or on behalf of the customer, for the agreed purpose that the customer will give to it. Partly in this context, ARTIS will give the customer the opportunity to inspect the rented space prior to entering into the agreement.

Article 5 Obligations of ARTIS

1. ARTIS is obliged to make the agreed catering services available to the customer at the agreed time, as specified in the catering agreement. Additional services by ARTIS are possible, provided ARTIS and the customer have agreed on such services on forehand and have agreed on a reasonable compensation for ARTIS.
2. ARTIS is entitled to not provide the catering services, or to discontinue them at any time, if one or more guests do not behave in accordance with the visitor regulations. All guests must leave the ARTIS grounds on first request.
3. The obligation stated in article 5.a does not apply:
 - a. in the event of force majeure on the part of ARTIS as referred to in article 13;
 - b. if the customer has failed to pay the deposit/make the interim payment as referred to in article 9 in good time;
 - c. if the customer has failed to provide a turnover guarantee in good time, despite a request to this effect;
 - d. if the customer has failed in any other way to meet all of his obligations towards ARTIS on whatever basis.
4. ARTIS is not obliged to accept any goods of the customer or guests, and/or to receive these for safekeeping. If ARTIS nevertheless charges the customer for accepting goods and/or receiving these for safekeeping, ARTIS will handle these goods with due care, without prejudice to the provisions of article 11.
5. ARTIS is under no circumstances obliged to admit any pet of the guest, with the exception of assistance dogs. In the latter case, admission may be made subject to conditions and must be discussed in advance.
6. Following consultation with the locally competent authorities, ARTIS is authorized to terminate the catering agreement or cease its implementation due to a well-founded fear of disturbance of public order. If ARTIS exercises this authority, then ARTIS will not be liable to pay compensation of any kind.
7. ARTIS is authorized to make a location other than that agreed upon in the catering agreement available, except insofar as this must be regarded as evidently unreasonable and manifestly onerous to the customer. In the latter case, the customer is entitled to terminate the catering agreement to which the aforementioned wish of ARTIS pertains with immediate effect, without prejudice to his obligations under the terms of other catering agreements. If ARTIS saves on expenses by making a location other than that agreed upon in the catering agreement available in accordance with the foregoing, then the customer will be entitled to the amount of those savings. In all other respects, ARTIS will under no circumstances be liable to pay compensation.

Article 6 Obligations of the customer

1. The customer will use the rented space with due care, and exclusively for the activities and purpose described in the customer's announcement and approved by ARTIS. The customer guarantees that the nature of the meeting to be held will be as may be expected on the basis of the customer's announcement and as ARTIS may reasonably assume on the basis of the capacity of the customer or his guests. An event or meeting may not bring ARTIS' good name into disrepute.
2. The customer is obliged to ensure that actions in or at the rented space are not in contravention of any law, regulation, permit or any other government prescription including, though not exclusively, fire safety or other safety regulations of the police or fire service.
3. The customer must ensure, by taking appropriate measures, that no damage is caused to the rented space and the items and animals present by the customer himself, by visitors/guests of the event or by third parties engaged by the customer.
4. The customer must leave the rented space in the same condition in which it was found, with the exception of reasonable cleaning work.
5. If the implementation of an event in the broadest sense of the term (including the provision of personnel and materials) requires permits, dispensations or notices from the government, or otherwise requires permission from the government or other authorities, then the customer is obliged to arrange for this in good time and to make a copy thereof available to ARTIS upon request.
6. The customer must adhere to the maximum number of guests, as specified by ARTIS, for the rented space and for specific parts of the rented space, such as halls. The customer can request permission to deviate from this in writing. In the event that this rule is infringed, then ARTIS reserves the right to terminate the agreement or to cease its implementation with immediate effect. In that case the customer is obliged to reimburse all damage suffered by ARTIS.
7. The customer must strictly follow all instructions of the management and personnel of ARTIS or the host in respect of the use of the rented space.
8. The customer accepts that ARTIS will take measures for the benefit of the safety and order of the rented property, including controlling entry to the accommodations and preventing guests from making unagreed visits to the ARTIS Park and/or ARTIS Micropia and/or the ARTIS Groote Museum.
9. The customer is obliged to strictly follow the instructions and prohibitory provisions of the fire service. The use of materials that constitute a fire hazard, open fire using propane or butane gas connections, as well as having motor vehicles with fuel in the tanks present is prohibited.
10. The customer will ensure that he, or the guests/visitors of the event do not use the areas of the rented space that may not be used by the customer on the basis of the catering agreement or do not belong to the rented space in accordance with these conditions. Access to the ARTIS Park and/or ARTIS Micropia and/or the ARTIS Groote Museum by the customer and/or his guests/visitors via the accommodation requires the written permission of ARTIS. There will be a charge for visits to the ARTIS Park and/or ARTIS Micropia and/or the ARTIS Groote Museum, even if this was not agreed upon in writing in advance and the customer's guests visit the ARTIS Park and/or ARTIS Micropia and/or the ARTIS Groote Museum without permission. By visiting the ARTIS Park and/or ARTIS Micropia and/or the ARTIS Groote Museum, guests agree to ARTIS' visitor regulations.
11. The blocking off of Artisplein, or otherwise hindering entry to Artisplein for persons during the event, is not permitted. To deviate from this provision, or for special use of Artisplein, the customer must have the prior written permission of ARTIS.
12. Persons causing offence, disturbing the peace, endangering the safety of others or of themselves, acting in contravention of these conditions, the applicable house rules/visitor regulations or the event and/or catering agreement or not strictly following the instructions of security or other personnel must be removed from the rented space by the customer. If necessary the customer can contact the security personnel from ARTIS (telephone number: 06 53 73 46 57).
13. The customer is not permitted to use or allow confetti, dry rice and other scattering material in ARTIS. If this prohibition is infringed then the additional cleaning costs of a minimum of €250 per infringement will be charged to the customer.
14. The customer may not affix or attach any items in any way on or at the rented space, in particular the halls, without the prior written permission of ARTIS.

15. Smoking is strictly prohibited in and at the rented space (with the exception of Artisplein).
16. If there is to be live music, ARTIS must be consulted on this in advance in order to prevent noise nuisance, and all outside doors must be kept closed. Any charges from Buma/Stemra (the Dutch Performance Rights Organization) are at the customer's expense. The maximum sound levels for music differ per location. The customer must be aware of these. In connection with noise, during the event the customer must ensure that the applicable rules of the General Municipal Byelaw, or regulations otherwise agreed in the event permit issued by the municipality are complied with at all times, and he is liable for any infringements of these. In addition, the customer is obliged to follow instructions of ARTIS in respect of the volume.
17. The ARTIS visitor regulations are applicable at all times.

Article 7 Number of guests

1. The number of guests stated in the catering agreement/reservation confirmation applies as a guaranteed number for the meeting.
2. The guaranteed number as described in article 7.1 may be reduced up to five working days before the reservation date and up to a maximum of 15% of the guaranteed number referred to in article 7.1
3. If the number of guests is nevertheless reduced within the period referred to in article 7.2, then ARTIS will issue its invoice on the basis of the guaranteed number referred to in article 7.1.
4. If the number of guests is increased compared to the guaranteed number referred to in article 7.1, then the customer must immediately contact ARTIS' events department. Such an increase in the number of guests is only possible if the ARTIS location offers sufficient space for this. In that case the settlement will be made on the basis of the actual number of guests.

Article 8 Cancellations

Cancellation by customers, general

1. The customer is not authorized to cancel a catering agreement, unless he simultaneously and irrevocably offers to pay the amounts stated below. Any cancellation will be deemed to include such an offer. Cancellations must be made in writing and dated. The customer cannot derive any rights from a verbal cancellation.
2. In the event of a no-show, the customer will under all circumstances be obliged to pay the reservation value.
3. If not all of the agreed catering services are cancelled, the conditions stated in 8.5 apply with regard to the cancelled catering services on a pro-rata basis.
4. If ARTIS has already engaged third parties for the execution of the catering agreement (regarding, for example, catering, technology, furniture and entertainment) prior to cancellation, the customer shall be liable to pay ARTIS the amount that ARTIS has already paid these parties or still owes such third parties on the basis of the cancellation conditions applied by this third party. Article 8.5 does not apply.

Cancellation costs

5. Cancellation by the customer is subject to the following conditions:
 - a. In the event of cancellation more than six months before the time at which, under the terms of the relevant catering agreement, the first catering service would have to be provided, the customer will not be liable to pay ARTIS any compensation.
 - b. In the event of cancellation more than two months before the relevant time, the customer will be liable to pay ARTIS 50% of the reservation value.
 - c. In the event of cancellation more than one month before the relevant time, the customer will be liable to pay ARTIS 75% of the reservation value.
 - d. In the event of cancellation less than one month before the relevant time, the customer will be liable to pay ARTIS 100% of the reservation value.

Cancellation by ARTIS

6. Cancellation by ARTIS is subject to the following conditions:
 - a. ARTIS is authorized to cancel a catering agreement, unless, within seven days of the establishment of the relevant catering agreement, the customer indicates in writing that he

wishes ARTIS to waive its right to cancellation, provided that the customer simultaneously and unequivocally indicates that he waives his own right to cancellation.

- b. ARTIS is authorized at all times to cancel or terminate a catering agreement in the event of force majeure on the part of ARTIS as referred to in article 13, insofar as the force majeure that has arisen hinders ARTIS' implementation of the catering agreement to such an extent that the implementation of the catering agreement is impossible or unreasonably onerous. ARTIS is then entitled to charge the costs in respect of the obligations entered into by ARTIS at the time of the cancellation/termination to the customer.
- c. ARTIS is at all times authorized to cancel a catering agreement if there is sufficient evidence that the meeting to be held in ARTIS on the basis of the catering agreement has such a different nature than that which could have been expected on the basis of the customer's announcement, or on the basis of the nature of the customer or guests, that ARTIS would not have entered into the agreement if it had been aware of the actual nature of the meeting. If ARTIS exercises this authority after the relevant meeting has already begun, then the customer is obliged to pay the full remuneration agreed in the catering agreement, and all costs of ARTIS in respect of the obligations entered into for the catering services.
- d. ARTIS is authorized to set further conditions with regard to the course of the relevant meeting instead of exercising the authority as referred to in article 8.7.c. If there is sufficient evidence that these conditions have not been or will not be complied with, then ARTIS will nevertheless be authorized to exercise the authority as referred to in article 8.7.c.

Article 9 Payment conditions

1. When a definitive reservation is made, a deposit of 75% of the reservation value (including VAT) must be paid. This deposit must be paid no later than 14 days before the start of the event.
2. In addition, ARTIS may at all times require the customer to make a security deposit or have a third party make a security deposit to ARTIS, the maximum amount of which will be the reservation value, minus any interim payments that have already been made. Any security deposits received will be administered with due care, will only serve as security for ARTIS and will expressly not be considered turnover that has already been realized.
3. ARTIS is always authorized to require interim payment of catering services already provided.
4. ARTIS may recover any amounts owed to it by the customer, on any basis, from the amount deposited in accordance with the foregoing provisions. ARTIS must immediately refund any balance to the customer.
5. In the event of non-payment or incomplete payment of an outstanding payment obligation by the customer to ARTIS, ARTIS reserves the right to deny the customer access to the rented space, and to suspend all of its obligations in accordance with the catering agreement, or to terminate the catering agreement.

Article 10 Liability of ARTIS

1. In the event that ARTIS is attributably remiss in its compliance with its obligations, it is liable to compensate the customer for the damage suffered by the customer, without prejudice to the exceptions stated below. This liability for damage is limited on the one hand to direct damage (consequential damage is excluded) and on the other to the amount that will be paid out by ARTIS' insurer in the case in question.
2. If ARTIS, for any reason beyond its control, is not able to make the rented space available to the customer at the agreed times, then ARTIS will not be liable for any damage to the customer arising from this. This also applies if the customer has already made a start with the use of the rented space. The customer indemnifies ARTIS against claims of third parties in this respect.
3. ARTIS is entitled, in view of a disaster or threatened disaster or irregularity or threatened irregularity, to remove all persons or items located in or at the rented space, or to arrange for them to be removed, or to deny them access to the rented space, or to arrange for this access to be denied. ARTIS is not liable for any costs or damage to the customer that may arise from this. The customer indemnifies ARTIS against all claims of third parties in this respect.

4. Liability for loss, theft, or damage to or of property of the customer, guests, visitors or third parties engaged by the customer is excluded, except in the event of wilful misconduct or gross negligence on the part of ARTIS.
5. Liability for loss of and/or damage to audio-visual equipment or other items used by or on behalf of the customer or his guests is excluded, except in the event of wilful misconduct or gross negligence on the part of ARTIS.
6. ARTIS is not liable for trading loss of the customer, with the exception of trading loss suffered as a result of wilful misconduct or gross negligence on the part of ARTIS itself.
7. ARTIS is not liable for damage arising from causes upon which ARTIS has no influence such as, though not exclusively, frost, storm, lightning strike, riots, armed conflicts, terrorism, natural disasters, epidemics, pandemics, inaccessibility of the location and other disasters.
8. ARTIS is not liable for damage suffered by the customer as a result of defects of the rented space, and in the event of a defect the customer cannot claim a reduction or setoff of the payment referred to in article 12. The abovementioned is only inapplicable in the following circumstances:
 - a. in the event of damage if a defect is a result of a serious attributable shortcoming of ARTIS;
 - b. if ARTIS was aware of a defect upon entering into the rental agreement and did not make any further agreements with the customer in this respect;
 - c. if on the commencement date as referred to in the catering agreement it becomes apparent that the rented space is not suitable for use due to circumstances attributable to ARTIS (cause within its control);
 - d. if ARTIS should have been aware of a defect upon entering into the rental agreement and the customer could not or should not have been aware of this, despite his duty of investigation referred to in article 4.2, or did not have to have carried out an investigation in this respect.
 - e. if the defects are attributable to ARTIS in pursuance of a statutory obligation of a mandatory nature.

Article 11 Liability of the guest and/or customer

1. The customer and the guest(s) and those accompanying him are jointly and severally liable for all damage suffered or to be suffered by ARTIS and/or any third parties that arises or will arise during the use of the rented space as a direct or indirect consequence of non-performance (attributable shortcoming) and/or unlawful acts, including infringement of the catering agreement, the general terms and conditions or the visitor regulations, by the customer and/or the guest(s) and/or those accompanying him, as well as any damage caused by any animal and/or any substance and/or any item that they are the holder of or that are under their supervision.
2. If the customer makes audio-visual equipment available and/or the customer connects equipment to the audio-visual equipment made available by ARTIS, then the customer indemnifies ARTIS against damage and/or liability in this respect, except in the event of wilful misconduct or gross negligence on the part of ARTIS. The customer is liable for damage to the audio-visual equipment or other items, installations and facilities of ARTIS that form a part of the rented space.
3. The customer indemnifies ARTIS against all damage that the guests cause at ARTIS.

Article 12 Settlement and payment

1. The customer is liable to pay the price determined in the catering agreement, including VAT, or – insofar as the catering agreement was entered into more than three months before the time when the catering services to be provided pursuant to that agreement were to be provided – the prices that apply at the time when the catering service or services is/are to be provided, which also includes the prices stated in the lists that ARTIS displays at a location that is visible to the customer, or included in a list that will be provided to the customer/guest, if necessary at the customer's/guest's request. The VAT will be split into a high and low rate, and if the VAT is not deductible this will be stated in the invoice. Changes to the VAT rate will at all times be charged on to the customer.
2. In the event that third-party services are used, the customer is obliged to pay to ARTIS that which ARTIS is liable to pay to the third party on the basis of its agreement with this third party (including any general terms and conditions that may apply).

3. All invoices must be paid to ARTIS within 14 days of the invoice date.
4. That which is evidenced by ARTIS' administration provides binding evidence between the parties of that which the customer is liable to pay to ARTIS. Any objections against an invoice must be communicated to ARTIS in writing within ten days of the invoice date. After this term has lapsed without being made use of, it will be considered to have been established between the parties that the invoice amount is correct.
5. If and insofar as payments are not made on time, the customer is in default without any notice of default being required.
6. If the customer is in default, he must compensate ARTIS for all the legal and extrajudicial costs associated with the collection, in addition to the statutory (commercial) interest. The extrajudicial collection costs are set at a minimum of 15% of the principal amount owed, with a minimum of €100, with the addition of the VAT owed in respect of this amount.
7. In addition, a customer who is in default is liable to pay an amount of statutory interest. In calculating the interest owed, part of a month will be counted as an entire month.
8. Regardless of any comment or statement made by the customer in respect of this payment, any payment will be considered to serve to reduce the customer's debt to ARTIS in the following order:
 - a. the costs of execution;
 - b. the judicial and extrajudicial collection costs;
 - c. the interest;
 - d. the damage;
 - e. the principal amount.
9. Payment will be made in euros.
10. ARTIS is under no circumstances obliged to accept cheques or other such means of payment, and may attach conditions to the acceptance of such means of payment.

Article 13 Force majeure

1. ARTIS is not liable if and insofar as its obligations cannot be fulfilled as a result of force majeure.
2. Force majeure for ARTIS, meaning that any resulting failure cannot be attributed to ARTIS, is any circumstance, whether foreseen or unforeseen, foreseeable or unforeseeable, that hinders ARTIS' implementation of the catering agreement to such an extent that the performance of the catering agreement becomes impossible or onerous. Malfunctions or delays in the internet, gas, electricity, water, sewage system and/or heating, malfunctions in email traffic and malfunctions or changes in technology, transport difficulties, strikes, government measures, illness of personnel, defects in aids to or means of transport and the consequences of measures to combat an epidemic, pandemic, inaccessibility of the location or other disasters expressly apply as force majeure.
3. Such circumstances include, among other things, such circumstances regarding persons and/or services and/or institutions that ARTIS wishes to engage in the implementation of the catering agreement, as well as all that is considered force majeure or a suspensive or resolute condition, as well as non-performance on the part of the aforementioned parties.
7. In the event of force majeure ARTIS is at all times entitled to cancel or terminate a catering agreement with immediate effect, without being obliged to pay any compensation. If ARTIS had already engaged third parties for the execution of the catering agreement (regarding, for example, catering, technology, furniture and entertainment) prior to cancellation or termination, the customer shall be liable to pay ARTIS the amount that ARTIS has already paid these parties or still owes such third parties on the basis of the cancellation conditions applied by this third party.
4. If one of the parties to a catering agreement is unable to comply with an obligation under that catering agreement, it is obliged to inform the other party of this as soon as possible.
5. The customer is under no circumstances authorized to offset any claim upon ARTIS.

Article 14 Corkage and food charges

1. If the guest and/or customer consumes drinks not provided by a catering company on the premises of that catering company, then the customer is liable to pay an amount in corkage per bottle consumed.

2. If the guest and/or customer consumes foods not provided by a catering company on the premises of that catering company, then the customer is liable to pay an amount in food charges in that respect.
3. The amounts referred to in articles 14.1 and 14.2 will be agreed upon in advance or, in the absence of such advance agreement, reasonably determined by ARTIS after the fact.

Article 15 Applicable law and disputes

1. All catering agreements are exclusively governed by the laws of the Netherlands.
2. Specific written agreements prevail above these general terms and conditions, which prevail above the visitor regulations.
3. In the event of disputes between ARTIS and a customer the court of competent jurisdiction in Amsterdam has exclusive jurisdiction to hear such disputes, unless the law determines that another court has exclusive jurisdiction.
4. Any claims of the customer will lapse one year after the time at which they arose.
5. The invalidity of one or more of the provisions of these general terms and conditions does not affect the validity of all other provisions. If, for whatever reason, a provision in these general terms and conditions proves to be invalid, then the parties will be considered to have agreed on a valid replacement provision whose meaning and scope approach as closely as possible that of the invalid provision.
