

# Humanity House

museum+educatie+platform+

General terms and conditions as of 30 August 2017

## GENERAL CONDITIONS FOR ROOM RENTAL, EDUCATION & PROGRAMMING AT HUMANITY HOUSE

### **Article 1: General**

1. In the following text, 'Humanity House' shall refer to Stichting Humanity House, the Humanity House Foundation. In the following text, 'the building' shall refer to the premises at Prinsegracht 8 or Boekhorststraat 13B in The Hague.
2. In these terms and conditions, the 'client' shall refer to any natural person or legal entity who signs or intends to sign an agreement with Humanity House.
3. These general terms and conditions shall constitute an intrinsic part of all agreements signed, price quotations issued and order confirmations sent by Humanity House.
4. Unless explicitly accepted and agreed in writing by Humanity House, any general terms and conditions employed by the client shall not apply.
5. Humanity House offers in the building services in the area of interior decor, lighting, sound, audio-visual equipment, personnel and food. In the event that Humanity House does not provide the aforementioned services itself, it uses a number of regular suppliers. Other suppliers are not permitted except with explicit prior written permission.

### **Article 2: Price offers and prices**

1. Options for room rental and/or (educational) programmes must be booked in writing and remain in effect for thirty days, calculated from the moment that the option is confirmed in writing. The option expires without the need to make that known in writing.
2. The agreement is finalised when the price quotation issued by Humanity House has been accepted in writing by the client within this time period.
3. A rent agreement takes effect when the agreement is signed or is agreed to by email by both the client and Humanity House.
4. Parties are aware that the event planned by the client must align with the reputation, image and other events at Humanity House and with the building.
5. All costs related to the services, goods and facilities to be provided by Humanity House in connection with the agreement will be charged to the client, unless explicitly agreed otherwise in writing.
6. Humanity House cannot be legally bound by a quotation if the client can reasonably be expected to understand that the quotation or parts thereof contain a manifest typing error or mistake.
7. Prices are indicated in euros and do not include VAT or other taxes, levies and rights.

### **Article 3: Payment terms**

1. All invoices must be paid by the deadlines stated on the invoice.
2. In the event that any payment deadline is exceeded, Humanity House shall be entitled to charge the client the statutory commercial interest rate starting on the due date.

### **Article 4: Factors that raise or lower costs**

1. All changes in the agreed assignment that would increase costs for Humanity House shall be considered additional work, and changes that would reduce costs shall be considered reduced work.
2. Changes that lead to reduced work will be calculated in the price in accordance with the provisions for cancellation.
3. Additional work will be calculated in the price based on the price list and settled when the final instalment is paid, under the conditions agreed at the outset.

### **Article 5: Cancellation and termination**

1. Cancellation of the agreement should take place in writing by email, accompanied by the relevant agreement.
2. In the event of complete cancellation by the client, the client shall owe compensation for damages according to the following index:
  - 25% of the agreed amount, if cancellation is made more than 31 days before the rental period;
  - 50% of the agreed amount, if cancellation is made between 30 and 15 days before the rental period;

- 75% of the agreed amount, if cancellation is made between 14 and 9 days before the rental period;
- 100% of the agreed amount, if cancellation is made between 8 and 0 days before the rental period.

4. The date of cancellation shall be considered the first date on which Humanity House is notified in writing of the decision to cancel.

5. Parties are entitled to terminate this agreement prematurely in writing, stating the reasons why, subject to the notice period of two (2) months, should one of the parties be forced to suspend its activities, applies for or is granted a (temporary) suspension of payments, is declared bankrupt or a request for his or her bankruptcy is filed, or if he or she loses free access to his or her capital;

#### **Article 6: Movable property, till, publicity, recordings, repairs, etc.**

1. All non-consumptive goods, such as furniture, flatware, cutlery, audio-visual equipment, etc. supplied in relation to Humanity House and/or by suppliers contracted by Humanity House, are and shall remain the property of Humanity House and/or its contracted suppliers.

2. The client shall accept urgent and necessary repairs in or around the rooms rented to the client, as carried out or ordered by Humanity House. During implementation of such work, Humanity House shall take into account the client's use of such rooms insofar as possible.

#### **Article 7: Liability and damage**

1. The client is liable for damage suffered by third parties arising from the use of the rented venue and/or the room(s) provided for use and indemnifies Humanity House against third-party claims regarding damages on that basis.

2. Humanity House has the right to commission repairs of damage it identifies to the walls, floors, etc. in the rented room(s) and the objects present in those rooms and charge those repair costs to the client, insofar as the damage was caused while the room(s) were being used by the client or is directly related to such use.

3. The client must compensate Humanity House for damage to or loss of property owned by Humanity House and/or suppliers contracted by Humanity House, which was caused by the client and/or his invited guests and/or personnel, such compensation to be calculated based on the replacement value.

4. Everything brought into the building by or due to the client is there at the client's risk. Humanity House shall not be responsible for insuring and/or guarding any such items. Humanity House is not liable for damage or loss of items, property and cash sums belonging to the client or third parties (including the public and implementing staff) caused by anything whatsoever, except for wilful misconduct or gross negligence on the part of Humanity House or its staff. The client indemnifies Humanity House against third-party claims (as referred to above) in such matters.

5. The setup, use and final delivery of the rented venue shall take place in consultation with Humanity House and with due consideration of the safety regulations in effect at Humanity House.

6. The client is not permitted to offer for use or sublet the rented space(s) to third parties.

7. Smoking is not permitted in the rented space(s).

8. Unless the parties have agreed otherwise in writing, the client shall arrange the necessary permits and/or exemptions from the competent authorities for any activities the client intends to organise in the building. Humanity House shall not be responsible nor liable for any failure to obtain such permits/exemptions, nor any limiting conditions that are imposed.

#### **Article 8: SPECIAL PROVISIONS REGARDING USE OF THE LISTED BUILDING**

1. Hammering nails or drilling holes in the building is strictly prohibited at all times. Nothing may be posted or affixed in any way in the room(s) that are rented and/or being used, unless Humanity House grants written permission and approves the materials to be used in advance.

2. The emergency exits in the building may not be blocked and fire extinguishing equipment must remain accessible at all times.

3. The presence or use of fireworks, gas canisters, confetti, balloons, rice and other small, flammable loose materials is prohibited at all times.

4. The use of open flames (candles, votives, etc.), smoke machines and other smoke effects, tape and other adhesive materials is prohibited unless written permission is granted.