



BOOKING and CANCELLATION TERMS AND CONDITIONS

By the booking office of the University of Twente in Enschede

Terms and conditions as from August the 15th, 2005.

Article 1 – General

- 1.1. In the following, the booking office of the University of Twente is referred to as *the booking office*.
- 1.2. The tenant, or anyone who makes use of the services of the booking office, is referred to as *the other party*.
- 1.3. These Booking and Cancellation Conditions are referred to as *the Conditions*.
- 1.4. The manager of the building of the rented accommodation is referred to as the *manager*.
- 1.5. These Conditions apply to all quotations and offers, as well as the realization, the content, and the execution of agreements entered into by the booking office, unless otherwise agreed upon in writing.
- 1.6. Exceptions to the Conditions can be agreed upon exclusively in writing with the head of the booking office or a functionary assigned by him.
- 1.7. These Conditions are also extended on behalf of all natural parties, legal parties, accommodations and so forth, which the booking office makes use of, or has made use of, by agreeing upon and/or executing an agreement.
- 1.8. On reaching an agreement the other party acknowledges to abide by these Conditions. To all future agreements with the same parties, the most recent version of these Conditions is regarded as applicable.
- 1.9. Conditions of the other party and of third parties are excluded from application, unless specifically indicated in writing by the booking office.
- 1.10. Additional Conditions may apply to certain agreements, and are included in articles 11, 12, and 13.
- 1.11. If other conditions apply in addition to these Conditions, the terms in these Conditions prevail in case of contradictions.

Article 2 – Quotations and offers

- 2.1. All quotations and offers made by the booking office are noncommittal and are done with reservations of changes and as long as the stock or capacity lasts. If the booking office appeals to these reservations within a given the circumstances reasonable time frame after acceptance by the other party, then the agreement in view is regarded as null and void.
- 2.2. Offers and/or quotations are valid for four weeks.
- 2.3. When the booking office has granted a right of option to another party (option holder), this right can not be revoked, except if and when another potential client makes the booking office an offer to close an agreement on the matter of the total or a part of the services and/or facilities in option. The option holder will then be informed by the booking office of this offer, after which the option holder may or may not make use of the right of option. If the option holder does not express this desire, the right of option lapses. A right of option can only be granted in writing.

Article 3 – Booking and agreements

- 3.1. Booking can be done by telephone or in writing, including email or another electronic manner, or in person at the booking office.
- 3.2. A booking by another party at the booking office is considered a request for an agreement.
- 3.3. The booking office can refuse to conclude an agreement at any time for whatever reason, barring circumstances that take place solely on one or more grounds mentioned in article 429-quater of the Dutch Penal Law (discrimination).
- 3.4. The agreement becomes effective only after written confirmation of the booking by the other party within the agreed time frame and only after any down payment or security deposit from the other party has been collected.
- 3.5. For the time frame mentioned in Article 3.4, the duration of validity of the offer or quotation as indicated in article 2 term 2 is assumed, unless stated otherwise.
- 3.6. Agreements concluded for the other party by intermediaries are also regarded as concluded in account and at the risk of these intermediaries. The booking office does not owe any commission or provision to any of the intermediaries, unless otherwise specifically agreed upon in writing. Whole or partial payments of the amount due by the other party will relieve the intermediary in the same amount.
- 3.7. Agreements are also, barring other stipulations, regarded to be concluded on behalf of every guest of the other party or person admitted to the rental by the other party. By appearing, the guest or admitted person acknowledges that the other party was authorised to represent them in concluding the agreement.

Article 4 – Billing and Payment

- 4.1. All amounts mentioned on bills, quotations, offers, and/or agreements include VAT, but do not include other legal surcharges, unless stated otherwise.
- 4.2. The other party is due the price as determined in the agreement or, for as far as the agreement was concluded more than three months before the time at which, in accordance to the agreement, the services have to be given, the valid prices at the time the service(s) must be or is/ are given. Changes in the VAT rate will at all times be passed on to the other party.
- 4.3. If a turnover guarantee is granted, the other party is obliged in accordance to the concerning agreement(s) to pay at least the amount stated in the turnover guarantee to the booking office.
- 4.4. The booking office holds the right to invoice amounts separately.
- 4.5. The booking office holds the right to require a down payment, an interim payment, or a security deposit from the other party.
- 4.6. Payment is due not later than 30 days after the date of invoice.
- 4.7. If timely payment does not take place, the other party is in default without the necessity to be in default.
- 4.8. Cancellation or destruction of the agreement or cancellation does not absolve the obligation of payment by the other party.
- 4.9. Running settlements of complaints, upcoming cancellations, applications for, or granted reclamations, do not absolve the other party of payment.
- 4.10. The other party is not allowed to pass on amounts when making payments.



Article 4 – (continued) Billing and Payment

- 4.11. All invoices, including invoices in case of cancellation or no-show, are to be paid by the other party at the moment they are presented to him. The other party is expected to settle the invoice in cash, unless other arrangements were made before or are made at the moment of presenting the invoice.
- 4.12. When an invoice for a payable amount of less than € 50 is sent by virtue of the statements of the second clause, the booking office can charge an additional € 10 for administration costs. The clauses stated in this article also apply to those costs.
- 4.13. If the other party is in default, the other party is to compensate for all the costs, both judicial as extrajudicial, with respect to the collection. The extrajudicial collection costs are set to be at least 15% of the indebted total sum where the minimum payable amount is € 75, incremented with the payable VAT.
- 4.14. Every payment, irrespective of any notes or comments made by the other party with respect to the payment, is considered to serve as a reduction of the debt the other party owes the booking office in the following sequence:
 - 4.14.1. Costs of execution;
 - 4.14.2. The judicial and extrajudicial collection costs;
 - 4.14.3. The damage;
 - 4.14.4. The sum total;
- 4.15. Payment is carried out using Dutch currency. In case the booking office accepts foreign currency, the market rate of the time at which the payment is settled, is applied. In this case, the booking office may charge administration costs that correspond to a maximum of 10% of the sum of the foreign currency in question. The booking office may realize this by adjusting the current market rate with a maximum of 10%.

Article 5 – Usage

- 5.1. It is assumed that the tenancy and any rented equipment is accepted by the other party in good condition, without visible faults and in good functioning, except when the other party reports faults noted by him within an hour after beginning of the renting period.
- 5.2. The other party is obligated to use the accommodation in accordance with the goal for which the use was requested by him.
- 5.3. When using the rented facilities and accommodations, the other party has to maintain the house rules and measures for order in force, and the other party is to obey the directions of the staff.
- 5.4. The other party is obligated to follow the directions given by the firefighters' commander and/or the manager concerning (fire) safety in the tenancy.
- 5.5. The other party can only use his own and/or rented equipment in the tenancy, if the manager has given his written consent. The equipment in question may never be connected to the equipment of the manager – with the exception of a connection to the electrical system – unless the manager has given his written consent and the connection is taken care of by a co-operator of the manager.
- 5.6. The other party is not allowed, without detriment to other existing laws and regulations, to distribute, sell or let be sold consumer goods, drinks, etc. on University of Twente grounds. Consumptions etc. are to be distributed through the UT-Catering.
- 5.7. Putting advertising, writing, announcements and such and/or decorations in or on the building or on the grounds of the University of Twente is not permitted without permission of the manager.
- 5.8. The other party is obligated to mention explicitly in advertisements and announcements of his or produced on behalf of him, with any name, about events/gatherings organized by him in the tenancy that he is the organiser. The other party is not allowed to directly or indirectly give the impression that the booking office is involved in the organisation, to be penalized with a directly claimable fine of twice the agreed rent, paid by the other party to the booking office without legal interference. The other party is also held accountable to pay to the booking office, on violation of the above, for all (effect) damage that the booking office has suffered from the above. Only after written consent and under conditions to be set by the booking office, can one deviate from the above.
- 5.9. Smoking is prohibited in the buildings, unless explicitly stated otherwise on the spot.
- 5.10. The manager of the accommodation also bears concern with getting the accommodation ready.
- 5.11. The manager and anyone engaged by or in assignment of the manager are at all times allowed entrance to all rooms and facilities which are rented/managed by the manager.
- 5.12. The booking office is obligated to ascertain that the other party can make use of the facilities and accommodations mentioned in the agreement, during the period or periods mentioned in the agreement. Use of the facilities or accommodations outside of the period agreed upon can be charged to the other party by the booking office.
- 5.13. The above obligation of the booking office does not apply in case of circumstances beyond its control as indicated in article 10, and/or in case of cancellation or disbandment of the agreement.
- 5.14. After use, but within the rental period agreed upon, the accommodation has to be delivered back to the booking office by the other party in the state it was in, before the use began.
- 5.15. The booking office has the right to charge the other party for any necessary cleaning costs, costs for repair works, as well as damage to facilities and accommodations, caused by the other party or by a person admitted by him.
- 5.16. The booking office has the right to charge the other party for additional work and provided services, facilities or accommodations, which have not been included in the agreement.
- 5.17. The booking office can require of the other party to take out a third-party insurance for any damages to the tenancy, the booking office and/or inventory, caused by an event/gathering organised by him in the tenancy,.
- 5.18. The other party is fully responsible for the payment of compensations for copyright and related rights, which include the payments indebted to copyright organizations such as BUMA, SENA etc. with regard to the event organised by the other party. This holds regardless of the fact if the case is rent, buying out or barrage, and regardless of the fact if entrance fees are collected. The other party safeguards the booking office against any liability of third parties in or outside rights on account of copyright and/or related rights.



Article 6 – Changes and overbooking

- 6.1. Request to change or overbook by the other party is to be presented in writing, and is to be accompanied by all other paperwork with regard to the agreement.
- 6.2. A change of an agreement or overbooking is only possible if the circumstances allow it.
- 6.3. The booking office has the right to charge the costs that follow from a change or overbooking, executed on the request of the other party, to the other party.
- 6.4. The booking office has the right to put a space and/or accommodation different from the tenancy at the disposal of the other party, except if this is evidently unfair and should clearly be scrutinized by the other party as objectionable. In the latter case, the other party has the right to end the agreement, to which the intention of the booking office regards, at once, without detriment to her obligations on account of other agreements. If the booking office saves expenses by, on the same lines as the previous, proposing a different space and/or facility than the tenancy, the other party is entitled to the amount of these saved expenses.

Article 7 – Cancellation

- 7.1. The other party is not authorised to cancel an agreement, unless he irrevocably offers to pay the hereafter determined amounts at the same time. Every cancellation is assumed to include such an offer. This offer can be assumed to have been accepted if the booking office does not dismiss the offer immediately.
- 7.2. Cancellation by the other party should be submitted in writing, mentioning the date and being accompanied by all other paperwork concerning the agreement. The other party cannot be granted any rights from an oral cancellation.
- 7.3. If one proceeds to cancellation of an agreement, these Conditions remain applicable. Article 9.8 also applies to cancellations.
- 7.4. If one proceeds to cancellation after the start of the cancellation term or in case of a no-show, the costs mentioned in the agreement(s) and expected turnover can fully or partially be charged to the other party, as well as costs for personnel, equipment and other consequent costs, hereafter indicated by the booking value..
- 7.5. If not all agreed spaces and/or facilities and/or services are cancelled, the terms below apply pro rata to the cancelled spaces and/or facilities and/or services.
- 7.6. Amounts which the booking office already owes to third parties regarding the cancelled agreement at the time of the cancellation should be paid in full to the booking office by the client at all times, provided that the booking office has not acted unjustly by entering into the obligations at hand. The considered amounts deducted from the booking value are aimed at in the following terms.
- 7.7. If the agreement or Additional Conditions do not contain cancellation terms, the following terms and compensations are applicable:
 - a. On cancellation more than three months prior to the time on which, by virtue of the agreement, the first service will have to be provided, indicated as: “the starting date”, the other party is not obligated to pay any compensation to the booking office.
 - b. On cancellation more than two months prior to the starting date, the other party is obligated to pay 15% of the booking value to the booking office.
 - c. On cancellation more than one month prior to the starting date, the other party is obligated to pay 35% of the booking value to the booking office.
 - d. On cancellation more than 14 days prior to the starting date, the other party is obligated to pay 60% of the booking value to the booking office.
 - e. On cancellation more than seven days prior to the starting date, the other party is obligated to pay 85% of the booking value to the booking office.
 - f. On cancellation seven days or less prior to the starting date, the other party is obligated to pay 100% of the booking value to the booking office.
- 7.8. The booking office has the right to annul the agreement and to proceed to cancellation, without the other party having the right to indemnification, if the other party does not comply to any part of the agreement or any term in these Conditions, or if a sound reason exists to doubt compliance. Hereby the preceding terms in this clause remain applicable and valid.

Article 8 – Complaints and reclamation

- 8.1. A complaint or request to reclamation by the other party should be filed in writing and be accompanied by all other paperwork concerning the agreement.
- 8.2. Reclamation is only possible if a cancellation as stated in article 7 applies, and circumstances beyond one’s control in the sense of article 10 are not applicable, and if the other party, by negligence or doing of the booking office, has not been able to have at his disposal the facilities and/or accommodations included in the agreement during the period or periods agreed upon.
- 8.3. If reclamations apply to a part of spaces and/or facilities and/or services agreed upon, the terms in this clause apply pro rata.
- 8.4. Payment of reclamation by the booking office is done with deduction of outstanding debts.

Article 9 – Accountability

- 9.1. Should the booking office be accountable, then this accountability is limited to that, which has been arranged in these Conditions.
- 9.2. The booking office is not accountable for any damage, of whatever kind, due to incorrect and/or incomplete information supplied by the other party, unless this incorrectness should have been recognizable by the booking office.
- 9.3. Should the booking office be accountable for any damage, then the accountability of the booking office is limited to the maximum of the invoice-amount of the order, which is the specific part of the order on which the accountability applies.
- 9.4. The accountability of the booking office is limited to the amount of the insurance benefit in the occurring case, or the indemnification obtained from third parties on account of the damage.
- 9.5. The booking office is never accountable for any damage or injury by whatever mishap or accident, inflicted upon the other party by all persons admitted by him, during or by the use of the accommodation and/or facilities, nor for missing or damaging of objects or supplies, belonging to the individuals mentioned above.



Article 9 – (continued) Accountability

- 9.6. The booking office is never accountable for indirect damage, including consequential damage, missed profits, missed savings and damage by business stagnation.
- 9.7. With direct damage is specifically meant:
- the reasonable costs for determining the cause and scope of the damage, for as far as this determination pertains to the damage in the sense of these conditions;
 - any reasonable costs made to let the poor performance of the booking office meet up to the agreement, unless the booking office cannot be accounted for these costs.
 - reasonable costs made to prevent or limit damage, as far as the other party demonstrates that these costs have led to limitation of direct damage as meant in these Conditions.
- 9.8. The other party and those who he admits to the tenancy are mainly accountable for all damage which has and/or will arise for the booking office and/or the manager and/or any third party as a direct or indirect consequence of non-fulfilment (accountable shortcomings) and/or unjust action, which includes a breach of the house rules, committed by the other party and/or those admitted by the other party, as for all damage which is caused by any animal and/or any chemical and/or any matter which is in their keeping or under their supervision.
- 9.9. The limitations of accountability included in this clause do not apply in case the damage is due to intent or grave blame of the booking office.

Article 10 – Consequences beyond one's control

- 10.1. Consequences beyond the control of the booking office, which causes any consequent shortcomings not to be accounted to the booking office, are defined as every anticipated or unanticipated, foreseeable or unforeseeable circumstance which hinders implementation of the agreement by the booking office in such a way that implementation of the agreement becomes impossible or difficult.
- 10.2. Such circumstance also includes circumstances beyond the control of individuals and/or services and/or institutions of which the booking office wishes to make use of for implementing the agreement, as all what above-mentioned consider circumstances beyond one's control or delaying or cancelling conditions, as non-fulfilment of the above-mentioned.
- 10.3. If any of the parties included in the agreement is not able to comply with a clause of the agreement, he is obligated to notify the other party of this fact as soon as possible.

Article 11 – Additional conditions for sports facilities

- 11.1. The Sports Facilities include the Sports Centre of the University of Twente (UT), all sports halls and sports fields on the ground of the UT, as are all related equipment and appliances.
- 11.2. These Additional Conditions Sports Facilities contain specific conditions that apply to all agreements with regard to the Sports Facilities. The terms of these Conditions remain applicable and valid, unless specifically noted otherwise.
- 11.3. Entering the sports halls and corridors which lead to the indoor accommodations, is not allowed on footwear with black soles or footwear which has been used outdoors.
- 11.4. Entering the synthetic grass field and tennis courts is only allowed with *sport specific* synthetic grass footwear, or sneakers with a flat sole. Footwear with detachable nubs is, on all synthetic grass courts and field, strictly forbidden.
- 11.5. Co-operators of the department of Physical Education & Sports have access to the sports halls, dressing rooms and other rooms at all times to be able to work.
- 11.6. Use of a sports accommodation is only allowed under the supervision of an expert (on sports).
- 11.7. Consumptions should, in accordance to article 5.6. of the Conditions of the booking office UT, be obtained through the canteen of the Sports Centre.
- 11.8. It is not allowed to bring or use consumptions in the sports halls and corridors leading to the indoor accommodation.
- 11.9. In addition to article 5.9. of the Conditions, smoking is prohibited on the synthetic grass fields.
- 11.10. Costs for use of the dressing rooms are included in the rent.

Article 12 – Additional conditions for cultural facilities

- 12.1. The Cultural Facilities include the Vrijhof Cultural Centre of the University of Twente (UT), the Outdoor Theatre and the Atrium in the Bastille, as are all related equipment and appliances.
- 12.2. These Additional Conditions Cultural Facilities contain specific conditions that apply to all agreements with regard to the Sports facilities. The terms of the Conditions remain applicable and valid, unless specifically noted otherwise.
- 12.3. Prices in quotations, confirmations and agreements for renting of these halls, exclude furnishing, decorating, personnel, equipment etc.
- 12.4. If halls and facilities of the Vrijhof or the Bastille are used outside of common opening hours, extra costs are charged.
- 12.5. The other party, and persons admitted by him, are not allowed to bring glass, pottery, tin, fire or thrusting weapons and/or other dangerous weapons and/or chemicals to the tenancy and/or into the building in which the tenancy is located, on punishment of confiscation of these material goods and, on judgement of the manager, removal of the person in concern from the rented and/or the building, without detriment to the other party's obligations in the agreement.
- 12.6. The manager has the right to search people and to deny access to the building of the manager to those who refuse.
- 12.7. The booking office has the right to annul the agreement, after deliberation with the authorized authorities in Enschede, on grounds of a sound fear of destruction of public peace. Should the booking office make use of this right, then the booking office will not be accounted for any indemnification and the other party is held to the Conditions of the booking office.



Article 13 – Additional conditions Catering Facilities, Residence, and Hotel Accommodations

- 13.1. The Catering Facilities, Residence and Hotel Accommodations include the services and used spaces of the UT Catering, The Conference Hotel Drienerburgh, residence accommodation Logica and the lodge cabin park on the grounds of the University of Twente.
- 13.2. These Additional Conditions Catering Facilities, Residence and Hotel Accommodations contain specific conditions which apply to all agreements with regards to the Catering Facilities, Residence and Hotel Accommodations. The terms of the Conditions remain applicable and valid, unless specifically noted otherwise.
- 13.3. The Uniform Conditions Hospitality (UVH) apply when using the Catering Facilities, Residence and Hotel Accommodations. The UVH are lodged at the District Court and the Chamber of Commerce and Factories in The Hague.
- 13.4. In addition to the case mentioned in clause 3, the UVH apply if the agreement includes hospitality and/or catering facilities supplied by parties other than the ones mentioned in clause 1.

Article 14 – Applicable law and disputes

- 14.1. Dutch law applies to the terms in these Conditions.
- 14.2. Regarding the implementation of these Conditions and agreements and all allied differences between the booking office and the other party (not being a natural party, that does not act in practice of a profession or a business) the qualified judge is authorized according to the applicable Dutch law, in the town in which the booking office is located, unless the dispute resorts under the competence of the District judge.
- 14.3. All legal claims of the other party to the booking office are annulled exactly one year after the time they were started.
- 14.4. If any or more of the terms in these Conditions are nullified or were to be destroyed, then the other terms in these Conditions remain applicable.
- 14.5. If a situation between parties arises that is not included in these Conditions, then this situation should be judged with these Conditions in mind.