

RESERVATION AND CANCELLATION – GENERAL TERMS AND CONDITIONS

Campus & Facility Management of the University of Twente in Enschede. Terms and Conditions as of 1 January 2020.

These terms and conditions have been filed with the Enschede Chamber of Commerce.

Article 1 General

- 1.1. The University of Twente Campus & Facility Management service department is hereinafter referred to as '*C&FM*'.
- 1.2. The lessee or the person who uses the services of C&FM, is hereinafter referred to as '*the Other Party*'.
- 1.3. These General Reservation and Cancellation Terms and Conditions are hereinafter referred to as '*the Terms and Conditions*'.
- 1.4. The building manager of the rented property is hereinafter referred to as '*the Lessor/Manager*'.
- 1.5. These Terms and Conditions apply to all quotations and offers, as well as to the formation, content and implementation of agreements entered into by C&FM, unless expressly agreed otherwise in writing.
- 1.6. Exceptions to the Terms and Conditions can only be agreed in writing with the head of C&FM or an official designated by them.
- 1.7. These Terms and Conditions also apply to all natural persons, legal entities and accommodation etc. that are or have been made use of by C&FM when entering into and/or implementing an agreement.
- 1.8. When entering into an agreement, the Other Party declares its agreement to these Terms and Conditions. The latest version of these Terms and Conditions will be considered applicable to all subsequent agreements between the same parties.
- 1.9. Terms and conditions of the Other Party and those of third parties are excluded from application, unless expressly stated otherwise by C&FM in writing.
- 1.10. Additional Terms and Conditions are applicable to certain agreements. These Additional Terms and Conditions are contained in articles 11, 12 and 13.
- 1.11. If other terms and conditions apply in addition to these Terms and Conditions, in the event of discrepancy the provisions of these Terms and Conditions will prevail.

Article 2 Quotations and offers

- 2.1. Any offer or quotation issued by C&FM is without obligation and is issued subject to changes and as long as stocks or capacity last. If C&FM invokes this reservation within 14 days of acceptance by the Other Party, the intended agreement will be considered not to have been established.
- 2.2. Offers and/or quotations have a period of validity of 4 weeks.
- 2.3. C&FM may grant the Other Party an option on a reservation. The Other Party can make use of this within a period of 14 days by means of a written notification to C&FM. If the holder of an option does not give notice within the said period that they wish to exercise the option right, the option right will expire.

Article 3 Reservation and agreement

- 3.1. Reservations of accommodation, campus sites, services, products, resources etc. should be made by telephone, in writing (including by email or other electronic means) or at the offices of C&FM.
- 3.2. A reservation made by the Other Party with C&FM applies as a request for an agreement.
- 3.3. C&FM may at any time refuse to enter into an agreement for any reason, except if such a refusal is in violation of the law.
- 3.4. The agreement will only take effect following written confirmation of the reservation by the Other Party within the applicable period, and only following receipt of any down payment or deposit required from the Other Party.
- 3.5. The period of validity of the offer or quotation as referred to in Article 2(2) will be assumed for the period mentioned in the above subsection, unless stated otherwise.
- 3.6. Agreements entered into for the Other Party by intermediaries will be considered to have been entered into at the Other Party's expense and risk. C&FM is not liable to pay any commission or fee, by whatever name, to intermediaries, unless expressly agreed otherwise in writing.

Article 4 Settlement and Payment

- 4.1. All amounts stated in invoices, quotations, offers and/or agreements are inclusive of VAT, but exclusive of other legally applicable surcharges, unless stated otherwise.
- 4.2. The Other Party will be liable to pay the price stipulated in the agreement or, insofar as the agreement was concluded more than three months before the time at which the services to be provided as a result of that agreement are to be rendered, the prices applicable at the time when the service or services is/are to be provided. Changes in the VAT rate will be charged on to the Other Party at all times.
- 4.3. If a turnover guarantee is issued, the Other Party is obliged to pay C&FM at least the amount stipulated in the turnover guarantee in respect of the relevant agreement or agreements.
- 4.4. C&FM reserves the right to invoice amounts separately.
- 4.5. C&FM reserves the right to require a down payment, an interim payment or a deposit from the Other Party.
- 4.6. Payment must be made no later than 30 days after the invoice date.
- 4.7. If and insofar as payment is not made in good time, the Other Party will be in default if and when it has still not fulfilled its payment obligation after the date of written notice of default with a deadline of two weeks.
- 4.8. Termination of an agreement or cancellation does not suspend the payment obligation of the Other Party.
- 4.9. An ongoing complaint handling, impending cancellation, request for or granted reclamation do not suspend the payment obligation of the Other Party.
- 4.10. The Other Party is not permitted to offset amounts when making payments.
- 4.11. All invoices, including those relating to a cancellation or no-show, are payable by the Other Party on the invoice date. The Other Party must arrange for cash payment, unless agreed otherwise in writing or in writing or verbally.
- 4.12. If an invoice is sent for a bill for an amount lower than €50 under the provisions of the second subsection, C&FM may charge an additional €10.00 in administration fees. The provisions of this article apply accordingly to that amount.
- 4.13. If the Other Party is in default, it must reimburse C&FM for all costs, both judicial and extrajudicial, associated with collection. The extrajudicial collection costs are set at a minimum of 15% of the principal payable amount, with a minimum of €75, with the addition of the VAT owed in respect of this amount.
- 4.14. Any payment will, irrespective of any comment or statement made by the Other Party at the time of payment, be considered to reduce the Other Party's debt to C&FM in the following order:
 - 14.1. the costs of execution;
 - 14.2. the judicial and extrajudicial collection costs;
 - 14.3. the damage;
 - 14.4. the principal amount.
- 4.15. Payment will be made exclusively in Euros. If, following agreement, C&FM accepts foreign means of payment, the market exchange rate in force at the time of payment will apply. C&FM can thereby charge, by way of administrative fees, an amount corresponding to a maximum of 10% of the amount offered in foreign currency, if the exchange rate of the Euro at the time of the payment compared to the exchange rate of the Euro on the invoice date has fallen in relation to the exchange rate of the foreign currency. C&FM can do so by adjusting the prevailing market exchange rate by up to 10%.

Article 5 Use

- 5.1. It will be assumed that the rented property and any equipment rented with it have been accepted by the Other Party in a good state of maintenance, are without visible defects and function properly, except insofar as the Other Party notifies C&FM of any defects it has found within one day of the start of the rental.
- 5.2. The Other Party is obliged to use the accommodation in accordance with the purpose for which occupancy has been requested by it.
- 5.3. When using the rented facilities and accommodation, the Other Party must ensure compliance with the applicable internal regulations and disciplinary measures, and must follow instructions from the staff.
- 5.4. The Other Party is obliged to comply with the instructions given by the Commander of the Fire Brigade and/or the Lessor/Manager in connection with fire safety in the rented property.
- 5.5. The Other Party may only use its own equipment and/or equipment rented by it in the rented property if written permission for this has been granted by the Lessor/Manager. The said equipment may never be connected to the equipment of the Lessor/Manager
with the exception of connections to the power grid, unless written permission has been granted by the Lessor/Manager and the connection is attended to by an employee of the Lessor/Manager.
- 5.6. Without prejudice to other existing laws and regulations, the Other Party is not allowed to provide, sell or arrange the sale of consumer articles, drinks, etc. on the campus of the University of Twente. Refreshments etc. should be obtained through the University.
- 5.7. Advertising, the placing of signs, notices etc. and/or decorations in or on the building or on the campus of the University of Twente are not permitted without permission from C&FM and/or the Lessor/Manager.

Article 5 Use (continued)

- 5.8. The Other Party is obliged to explicitly state in advertisements and announcements issued or made by it or on its behalf, however called, concerning its event/meeting to be organised in the rented property, that it is the organiser. The Other Party is not permitted to mention (or have mentioned) or create the impression that C&FM is the organiser or co-organiser, on pain of forfeiting a penalty of twice the agreed rent, payable on demand and without judicial intervention. In addition, if the Other Party violates the above, it is obliged to compensate C&FM for the consequential or other damage that C&FM suffers as a result. Deviations from the above can only be made with written consent of and under conditions to be set by C&FM.
- 5.9. Smoking is not permitted on the university campus unless expressly indicated otherwise at the location.
- 5.10. The Lessor/Manager of the accommodation is jointly responsible for making the accommodation ready.
- 5.11. The Lessor/Manager and anyone employed or commissioned by the Lessor/Manager will have access at all times to all spaces and facilities that are rented out/managed by the Lessor/Manager.
- 5.12. C&FM is obliged to ensure that the Other Party can use the facilities and accommodation specified in the agreement during the period or periods specified in the agreement. Use of the facilities or accommodation outside of the agreed periods can be charged to the Other Party by C&FM.
- 5.13. The above obligation for C&FM does not apply in the event of force majeure as referred to in Article 10 and/or in the event of the cancellation or dissolution of the agreement.
- 5.14. After the use, but within the agreed rental period, the accommodation must be returned by the Other Party in the condition it was in before use.
- 5.15. C&FM reserves the right to charge the Other Party for any necessary cleaning costs and repair costs, as well as damage to facilities and accommodation, caused by the Other Party or persons admitted by it.
- 5.16. C&FM reserves the right to charge the Other Party for additional work or services, facilities or accommodation provided that are not included in the agreement.
- 5.17. C&FM may require the Other Party to take out liability insurance for any damage to the rented property, C&FM and/or inventory for the event/meeting to be organised by it in the rented property.
- 5.18. The Other Party is fully liable for the payment of royalties under copyright and related rights, including the payments due to copyright organisations such as BUMA, SENA, etc. in connection with the event organised by the Other Party. This applies regardless of whether rent, sell-off or bargaining is involved, and regardless of whether entrance fees are charged. The Other Party indemnifies C&FM against any third-party claim in or out of court by virtue of copyright and/or related rights.

Article 6 Amendments and transfers

- 6.1. A request for amendment or transfer by the Other Party must be made in writing and accompanied by all documents relating to the agreement.
- 6.2. Amendment of an agreement or transfer is possible only if circumstances permit.
- 6.3. C&FM reserves the right to charge the Other Party for any costs arising from an amendment or transfer carried out at the Other Party's request.
- 6.4. C&FM is entitled to make available a space and/or facility other than the rented one, except if this must be considered evidently unreasonable and manifestly onerous to the Other Party. In the latter case, the Other Party is entitled to terminate the agreement to which the aforementioned wish of C&FM pertains with immediate effect, without prejudice to its obligations under other agreements. In the event that C&FM saves itself expenses by providing a space and/or facility other than the rented one on the basis of the above, the Other Party is entitled to the amount of those savings. In other respects, C&FM will never be liable to pay any compensation.

Article 7 Cancellation

- 7.1. The Other Party is not authorised to cancel an agreement unless at the same time it irrevocably offers to pay the amounts specified below. Any cancellation will be considered to include such an offer. Such an offer will be considered to be accepted if C&FM does not immediately reject the offer.
- 7.2. Cancellation by the Other Party must be made in writing, stating the date and accompanied by all documents relating to the agreement. The Other Party cannot derive any rights from a verbal cancellation.
- 7.3. In the event of the cancellation of an agreement, these Terms and Conditions remain fully valid. The provisions of Article 9.8 also apply to cancellations.
- 7.4. In the event of cancellation after the start of the cancellation period, or in the event of a no-show, the costs stated in the agreement or agreements and the expected turnover, as well as the costs of staff, equipment and other consequential costs, hereinafter referred to as 'the Reservation Value', may be charged to the Other Party in full or in part.
- 7.5. If not all of the agreed spaces and/or facilities and/or services are cancelled, the provisions below will apply to the cancelled spaces and/or facilities and/or services on a pro rata basis.
- 7.6. Amounts that C&FM has already owed to third parties in view of the cancelled agreement at the time of cancellation must be reimbursed in full to C&FM by the Other Party at all times, provided that C&FM has not acted unreasonably by entering into the relevant obligations. The relevant amounts will be deducted from the Reservation Value referred to in the following provisions.

Article 7 Cancellation (continued)

- 7.7. If no cancellation deadlines are specified in the agreement or the Additional Terms and Conditions, the following deadlines and fees apply:
- a. In the event of cancellation more than 3 months before the time when, under the agreement, the first service would have to be provided, hereinafter referred to as 'the Starting Date', the Other Party is not obliged to pay any compensation to C&FM.
 - b. In the event of cancellation more than 2 months before the Starting Date, the Other Party is obliged to pay C&FM 15% of the Reservation Value.
 - c. In the event of cancellation more than 1 month before the Starting Date, the Other Party is obliged to pay C&FM 35% of the Reservation Value.
 - d. In the event of cancellation more than 14 days before the Starting Date, the Other Party is obliged to pay C&FM 60% of the Reservation Value.
 - e. In the event of cancellation more than 7 days before the Starting Date, the Other Party is obliged to pay C&FM 85% of the Reservation Value.
 - f. In the event of cancellation 7 days or less before the Starting Date, the Other Party is obliged to pay C&FM 100% of the Reservation Value.
- 7.8. C&FM reserves the right to dissolve the agreement and to proceed to cancellation, without the Other Party being entitled to compensation, if the Other Party fails to comply with any part of an agreement or any provision of these Terms and Conditions, or if there is good reason to doubt compliance. The previous provisions of this Article hereby apply in full.

Article 8 Complaints and reclamation

- 8.1. A complaint or request for reclamation by the Other Party must be made in writing and accompanied by all documents relating to the agreement.
- 8.2. Reclamation is only possible if there is no cancellation within the meaning of Article 7 and no force majeure within the meaning of Article 10 and if the Other Party, due to negligence or wilful action by C&FM, has not been able to make use of the facilities and/or accommodation included in the agreement during the period or periods agreed in the agreement.
- 8.3. If reclamation concerns a part of agreed spaces and/or facilities and/or services, the provisions of this article apply pro rata.
- 8.4. Payment of a reclamation by C&FM will be made with the deduction of outstanding debts.

Article 9 Liability

- 9.1. If C&FM should be liable, this liability is limited to that which is regulated in these Terms and Conditions.
- 9.2. C&FM is not liable for damage, of whatever nature, because C&FM has relied on incorrect and/or incomplete data provided by the Other Party, unless C&FM should have been aware of this inaccuracy.
- 9.3. If C&FM should be liable for any damage, its liability will in any event be limited to a maximum of the invoice value of the order, or at least that part of the order to which the liability relates.
- 9.4. C&FM's liability will in any event always be limited to the amount paid out by its insurer, or the compensation obtained from another third party in respect of the damage, as the case may be.
- 9.5. C&FM is never liable for any damage or injury by whatever chance or accident, inflicted on the Other Party and all persons admitted by it, during or through the use of the accommodation and/or facilities, nor for any loss of or damage to items or materials belonging to the aforementioned persons.
- 9.6. C&FM is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.
- 9.7. Direct damage is exclusively defined as:
 - a. the reasonable costs for determining the cause and scale of the damage, insofar as that determination relates to damage within the meaning of these Terms and Conditions;
 - b. any reasonable costs incurred to have the inadequate performance of the campus administrative unit comply with the agreement, unless said inadequate performance cannot be attributed to C&FM;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to a limitation of direct damage as referred to in these Terms and Conditions.
- 9.8. The Other Party and those it admits to the rented property are jointly and severally liable for all damage that has occurred and/or will be suffered by C&FM and/or the Lessor/Manager and/or any third party as a direct or indirect result of non-performance (attributable failure) and/or unlawful act, including violation of the internal regulations, committed by the Other Party and/or those it admits, as well as for all damage caused by any animal and/or any substance and/or any item in their possession or under their supervision.
- 9.9. The limitations of liability stated in this article do not apply if the damage is due to wilful misconduct or gross negligence on the part of C&FM.

Article 10 Force majeure

- 10.1. Force majeure for C&FM, which means that any failure caused by it cannot be attributed to C&FM, will be considered any foreseen or unforeseen, foreseeable or unforeseeable circumstance that interferes with C&FM's implementation of the agreement to such an extent that the implementation of the agreement becomes impossible or burdensome.
- 10.2. Such circumstances include such circumstances involving persons and/or services and/or institutions that C&FM wishes to make use of in its implementation of the agreement, as well as everything that applies to the aforementioned parties as force majeure or suspensive or resolute conditions, as well as default by the aforementioned parties.
- 10.3. If one of the parties to an agreement is unable to fulfil any obligation under the agreement, it is obliged to notify the other party of this as soon as possible.

Article 11 Additional Terms and Conditions – Sports facilities

- 11.1. Sports facilities include the University of Twente (UT) Sports Centre, all sports halls, sports centres, the gymnasium and sports pitches, including artificial grass sports pitches, on the University of Twente campus, as well as all associated equipment and resources.
- 11.2. These Additional Terms and Conditions for sports facilities contain specific terms and conditions that apply to all agreements relating to the sports facilities. The provisions of the Reservation and Cancellation Terms and Conditions remain fully valid unless expressly stated otherwise.
- 11.3. Entering the sports halls, sports centres and gymnasium is not allowed on footwear with black soles or shoes that have been used outdoors.
- 11.4. Entering the artificial grass pitches and tennis courts is only allowed with *sport-specific* artificial grass footwear or sports shoes with flat soles. Shoes with screw-off studs are strictly prohibited on all artificial grass courts and pitches.
- 11.5. Employees of the Sports Centre have access to the sports halls, changing rooms and other areas at all times for the performance of their duties.
- 11.6. Use of a sports facility is only permitted when a (sports) expert leader or supervisor is present, unless agreed otherwise.
- 11.7. Refreshments must, under the provisions of Article 5.6. of C&FM UT's Reservation and Cancellation Terms and Conditions, be purchased from the Sports Centre canteen.
- 11.8. It is not permitted to bring or consume refreshments in the sports halls and sports centres or in the gymnasium.
- 11.9. In addition to Article 5.9. of the Reservation and Cancellation Terms and Conditions, smoking is not permitted on the artificial grass pitches.
- 11.10. The costs of using the changing rooms are included in the rent.

Article 12 Additional Terms and Conditions – Cultural facilities

- 12.1. Cultural facilities include the spaces in the Vrijhof, Building 47 of the University of Twente (UT), the Open Air Theatre and the Atrium in the Bastille, as well as all associated equipment and resources.
- 12.2. These Additional Terms and Conditions for cultural facilities contain specific terms and conditions that apply to all agreements relating to the cultural facilities. The provisions of the Reservation and Cancellation Terms and Conditions remain fully valid unless expressly stated otherwise.
- 12.3. Stated prices for room hire in quotations, confirmations and agreements do not include furnishing, decoration, personnel, equipment etc.
- 12.4. If rooms and facilities of the Vrijhof or the Bastille are used outside of regular opening hours, additional charges will apply.
- 12.5. The Other Party and the persons admitted by it are not permitted to bring refreshments, glassware, pottery, cans, firearms or stabbing weapons and/or other dangerous objects and/or substances into the rented property and/or the premises in which the rented property is located, on penalty of confiscation of these items and, at the discretion of the Lessor/Manager, removal of the persons in question from the rented property and/or the premises, without prejudice to the Other Party's obligations under the agreements.
- 12.6. The Lessor/Manager is entitled to search persons, or have them searched, and to deny those who refuse this access to the premises of the Lessor/Manager.
- 12.7. Employees of the Culture & Events department have access to the cultural facilities, changing rooms and other areas at all times for the performance of their duties.
- 12.8. C&FM is entitled, following consultation with the competent authority in Enschede, to dissolve the agreement due to well-founded fear of the disruption of public order. If C&FM makes use of this authority, C&FM will not be obliged to pay any compensation and the Other Party will be fully bound by C&FM's Reservation and Cancellation Terms and Conditions.

Article 13 Additional Terms and Conditions – Catering facilities, lodging and hotel accommodation

- 13.1. Catering facilities, lodging and hotel accommodation include the services and used catering spaces of C&FM, the Logica lodging accommodation and the log cabin park on the University of Twente campus.
- 13.2. These Additional Terms and Conditions for catering facilities, lodging and hotel accommodation contain specific terms and conditions that apply to all agreements relating to the catering facilities, lodging and hotel accommodation. The provisions of the Reservation and Cancellation Terms and Conditions remain fully valid unless expressly stated otherwise.
- 13.3. The Uniform Conditions for the Hotel and Catering Industry apply to the use of the catering facilities, lodging and hotel accommodation. The Uniform Conditions for the Hotel and Catering Industry have been filed with the District Court and the Chamber of Commerce and Industry in The Hague.
- 13.4. In addition to the case stated in subsection 3, the Uniform Conditions for the Hotel and Catering Industry apply if hospitality and/or catering services provided by parties other than those mentioned in subsection 1 are included in the agreement.

Article 14 Applicable law and disputes

- 14.1. The provisions and stipulations of these Terms and Conditions are exclusively governed by the laws of the Netherlands.
- 14.2. With regard to the implementation of these Terms and Conditions and agreements and any related disputes between C&FM and the Other Party (not being a natural person, and not acting in the exercise of a profession or business), the court of competent jurisdiction in the place where C&FM has its registered office has exclusive jurisdiction.
- 14.3. All claims of the Other Party will lapse after one year from the time at which they arose.
- 14.4. If one or more of the provisions of these Terms and Conditions are null and void or annulled, the remaining provisions of these Terms and Conditions will continue to apply in full.
- 14.5. If a situation arises between the parties that is not regulated in these Terms and Conditions, this situation must be assessed in accordance with the spirit of these Terms and Conditions.

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