

General room hire conditions of Vrije Universiteit Amsterdam

Vrije Universiteit Amsterdam, for the purpose of this document represented by the Director of Corporate Real Estate and Facilities, acting on the authorization of the Executive Board, hires out the rooms/space in question to the hirer subject to the following conditions.

Article 0 Definition of terms:

1. General room hire conditions of Vrije Universiteit Amsterdam: these conditions apply to the short-term hire of rooms/space, associated materials and/or facilities.
2. Vrije Universiteit Amsterdam: located at De Boelelaan 1105 in Amsterdam, listed in the trade register in Amsterdam under file reference number 53815211.
3. Lessor - the following parties can hire room/space from the lessor on behalf of Vrije Universiteit Amsterdam:
 - a. Spatial Planning Coordination of Corporate Real Estate and Facilities;
 - b. Service Desk of Corporate Real Estate and Facilities;
 - c. Events department of Communication and Marketing.
4. Hirer: the party with whom Vrije Universiteit Amsterdam concludes a hire agreement; the hirer can be both an internal and an external party.
5. Hire agreement: an agreement concluded by Vrije Universiteit Amsterdam and the hirer for the hire of the rooms/space, materials and/or facilities owned by Vrije Universiteit Amsterdam.
6. Hire period: the period given in the agreement during which the hirer hires rooms/space from Vrije Universiteit Amsterdam.
7. Rooms/space: Rooms/space hired out by Vrije Universiteit Amsterdam to internal and external parties.
8. Materials: the set-up and technical facilities hired out or made available by Vrije Universiteit Amsterdam along with the room/space hire.
9. In writing/written: by e-mail, post or registered post.

Article 1 General

1. All quotations made and agreements concluded by Vrije Universiteit Amsterdam for the hire of rooms, performance of services and/or activities and all legal relationships between Vrije Universiteit Amsterdam and the hirer are exclusively subject to these general terms and conditions. Deviations must be explicitly agreed on in writing.
2. These terms and conditions also apply to anything performed and/or provided by Vrije Universiteit Amsterdam during the performance of the agreement in addition to what has been previously agreed on.
3. When an agreement is concluded, the hirer makes it clear he agrees with these General Terms and Conditions and that he is familiar with the prevailing policy and house rules of Vrije Universiteit Amsterdam. All subsequent agreements between the same parties are deemed to be subject to the most recent version of these General Terms and Conditions. The most recent version is published on the website of Vrije Universiteit Amsterdam.
4. The conditions of the hirer and third parties do not apply unless explicitly indicated otherwise by

Vrije Universiteit Amsterdam in writing.

Article 2. Quotations and options

1. Vrije Universiteit Amsterdam can offer various options in its quotation without any obligation. The maximum term of validity of these options is 30 days unless explicitly agreed otherwise in writing. If the hirer does not make it known to Vrije Universiteit Amsterdam before the expiry of the term of validity that he wishes to use this option or these options, the offer will lapse.
2. Offers are without obligation at all times. Images, drawings, descriptions, statements and other information in quotations, order confirmations, catalogues, prospectuses, etc. of Vrije Universiteit Amsterdam merely serve as a rough indication of the space to be hired, the services and work to be performed and/or the goods to be delivered by Vrije Universiteit Amsterdam. No rights can be derived from this.
3. If the hirer only wants to make use of part of the quotation, other prices may apply.

Article 3. Booking and agreement

1. A booking request by the hirer is regarded as a request for an agreement.
2. Vrije Universiteit Amsterdam may at all times decide against concluding an agreement for any reason.
3. After the written confirmation of the booking from Vrije Universiteit Amsterdam, the hire agreement is concluded. The hirer can cancel the agreement within the applicable terms given in Article 8.
4. In the case of an offer/quotation, the agreement commences following the written approval from the hirer within the applicable 30-day period.

Article 4. Prices

1. The room hire prices quoted by Vrije Universiteit Amsterdam are determined at the end of the calendar year and apply to the next year.
2. Vrije Universiteit Amsterdam is entitled to pass price increases that arise after the agreement was concluded on to the hirer, based on the CBS price index for household consumption or any replacement index.
3. Vrije Universiteit Amsterdam reserves the right to charge the hirer for contract extras or for services, facilities or accommodation that are not included in the agreement.

Article 5. Payment conditions

1. All amounts quoted in quotations, offers, agreements and/or invoices are, in principle, without VAT unless stated otherwise.
2. The hirer owes the price set out in the agreement. Changes to the VAT rate are always passed on to the hirer.
3. Vrije Universiteit Amsterdam reserves the right to require that the hirer makes a down payment, an interim payment or pays a deposit.
4. If not agreed otherwise, payment must be made within 30 days of the invoice date, without a

- right to a discount, acquisition of debt or suspension.
5. If and insofar as no prompt payment is made, the hirer will receive a demand, followed by a notice of default if necessary.
 6. Dissolution or nullification of an agreement or cancellation does not suspend the hirer's payment obligations.
 7. A pending complaint, an imminent cancellation, request for or allowed complaint does not suspend the hirer's payment obligations.
 8. The hirer is not permitted to set off any amounts when he makes a payment.
 9. If the hirer is in default, the sum will be increased by €15 exclusive of VAT.
 10. If the invoice is still not paid after a notice of default, the claim will be handed over to a collection agency. If a claim is handed over to a collection agency, the sum is increased by an as yet unspecified amount.
 11. Regardless of any note or comment made by the hirer when he makes a payment, every payment is expected to reduce the hirer's debt to Vrije Universiteit Amsterdam in the following order:
 1. The enforcement costs;
 2. The judicial and extrajudicial collection costs;
 3. The damage;
 4. The principal sum.
 12. Payment must be made in euros.

Article 6. Use of the accommodation

1. The hired room/space ('the accommodation') and any equipment hired with it are expected to be in a good state of repair upon acceptance by the hirer, without visible defects and functioning well. If the hirer discovers any defects, he must notify Vrije Universiteit Amsterdam within an hour of the hire commencing.
2. The hirer is obliged to use the accommodation only for the goal for which the agreement with Vrije Universiteit Amsterdam was concluded and as communicated to Vrije Universiteit Amsterdam at the time.
3. The hired space may not be sub-let.
4. The hirer is obliged to submit a layout and floor plan to Vrije Universiteit Amsterdam for approval. The maximum number of visitors is determined based on the layout plan.
5. The hirer vouches to Vrije Universiteit Amsterdam for all persons who are in or near (a section of) the immovable property hired from Vrije Universiteit Amsterdam by the hirer on the invitation of the hirer or because of any relationship with the hirer. The hirer is liable to Vrije Universiteit Amsterdam for all damage caused by these persons, for whatever reason and cause, without prejudice to the claims Vrije Universiteit Amsterdam has against these persons.
6. The hirer must observe the house rules and mandatory measures of Vrije Universiteit Amsterdam. The hirer must follow the instructions issued by staff of Vrije Universiteit Amsterdam.
7. The hirer is obliged to follow all instructions issued by Vrije Universiteit Amsterdam in connection with fire safety and security in the accommodation; any associated costs must be compensated by the hirer.
8. Smoking is not permitted in the buildings of Vrije Universiteit Amsterdam.
9. The hirer can only use his own and/or hired equipment in the accommodation if Vrije Universiteit Amsterdam has given its consent for this purpose. The aforementioned equipment may never be connected to the equipment of Vrije Universiteit Amsterdam - with the exception

of connections to the mains - unless Vrije Universiteit Amsterdam has given its written consent and the connection is established by a member of staff of Vrije Universiteit Amsterdam. An exception applies to the use of personal laptops for presentations, among other things.

10. Notwithstanding other applicable laws and regulations, the hirer is not permitted to supply or sell consumables, drinks, etc. in the accommodation of Vrije Universiteit Amsterdam. Refreshments etc. must be purchased from the caterer contracted by Vrije Universiteit Amsterdam unless agreed otherwise in writing.
11. The use of the accommodation will comply with the policy of Vrije Universiteit Amsterdam with regard to room hire. Therefore, the use of the accommodation may not pose any (imminent) risk for Vrije Universiteit Amsterdam in terms of public order, safety, the name, reputation and image of Vrije Universiteit Amsterdam.
12. Without the consent of Vrije Universiteit Amsterdam, advertising, signs, announcements, etc. and/or decorations in or on the building or the grounds of Vrije Universiteit Amsterdam are not permitted.

In his advertisements and announcements of any nature published by him or on his behalf in connection with the event/meeting to be organized by him in the accommodation, the hirer is obliged to specify that he is the organizer. The hirer is not permitted to cite or give the impression that Vrije Universiteit Amsterdam is the (joint) organizer, subject to an immediately due and payable fine of twice the agreed hire rate, without legal intervention, which the hirer will owe Vrije Universiteit Amsterdam. Furthermore, the hirer is obliged to compensate Vrije Universiteit Amsterdam for the (consequential) damage suffered by Vrije Universiteit Amsterdam as a result of the hirer violating the provision above. This provision can be deviated from only with explicit written consent and subject to the conditions to be stipulated by Vrije Universiteit Amsterdam.

13. The hirer is obliged to use the services of the logistics department of Vrije Universiteit Amsterdam to prepare and restore the layout of the rooms.
14. The hirer is obliged to use the services of the cleaning department of Vrije Universiteit Amsterdam for all cleaning work before, during and after the event. Vrije Universiteit Amsterdam stipulates certain cleaning work during events.
15. Vrije Universiteit Amsterdam and everyone employed or instructed by Vrije Universiteit Amsterdam has at all times access to all spaces and facilities hired out/managed by Vrije Universiteit Amsterdam.
16. Vrije Universiteit Amsterdam is obliged to ensure that the hirer can use the facilities and accommodations specified in the agreement during the period or periods specified in the agreement. Vrije Universiteit Amsterdam may charge the hirer for the use of the facilities or accommodations outside the agreed periods.
17. The aforementioned obligation of Vrije Universiteit Amsterdam does not apply in the case of force majeure within the meaning of Article 11 of these general terms and conditions and/or if the agreement is cancelled or dissolved.
18. After use but within the agreed hire period, the hirer must return the accommodation in the same condition as it was before the hirer's use unless agreed otherwise in writing.
19. Vrije Universiteit Amsterdam reserves the right to charge the hirer any necessary cleaning costs, repair costs, costs for damage to facilities and accommodations caused by the hirer or persons admitted by him.
20. Vrije Universiteit Amsterdam may demand that the hirer takes out liability insurance for any damage to the accommodation, Vrije Universiteit Amsterdam and/or the furnishings and equipment in the accommodation.
21. The hirer is fully liable for paying copyright and neighbouring right fees, including the payments due to copyright organizations such as BUMA, SENA, STEMRA, etc. with regard to the event to be organized by the hirer. The hirer indemnifies Vrije Universiteit Amsterdam against all third-party claims in and out of court by virtue of copyrights and/or neighbouring

- rights.
22. The hirer can use the parking facilities at the applicable rates. However, Vrije Universiteit Amsterdam cannot guarantee these parking facilities will indeed be available.
 23. The hirer has to comply with the prevailing traffic rules in the car parks and grounds of Vrije Universiteit Amsterdam.

Article 7. Changes and transfers

1. A request for a change or transfer from the hirer must be submitted in writing, accompanied by all documents in relation to the agreement.
2. Changes to an agreement or transfer are possible only when the circumstances allow for changes or transfer.
3. Vrije Universiteit Amsterdam reserves the right to charge the hirer for costs ensuing from a change or transfer at the request of the hirer.
4. Vrije Universiteit Amsterdam is entitled to make a space and/or facility other than the accommodation available, except when this is demonstrably unfair and patently objectionable to the hirer. In the latter case, the hirer is entitled to immediately terminate the agreement which the wish of Vrije Universiteit Amsterdam relates to, without prejudice to his obligations by virtue of other agreements. If Vrije Universiteit Amsterdam saves costs by making a space and/or facility other than the accommodation available on the basis of the above, the hirer is entitled to the sum of those savings. Vrije Universiteit Amsterdam is never obliged to pay any compensation for damages.

Article 8. Cancellation by the hirer

1. The hirer is not entitled to cancel an agreement unless he irrevocably offers to pay the amounts specified in this Article at the same time. Every cancellation is expected to include such an offer. Such an offer is deemed to have been accepted if Vrije Universiteit Amsterdam does not immediately reject the offer.
2. A notice of cancellation from the hirer must be submitted in writing, stating the date and accompanied by all documents in relation to the agreement. The hirer cannot derive any rights from a verbal notice of cancellation.
3. If an agreement is cancelled, these terms and conditions remain in full force.
4. In the event of a cancellation after the cancellation period has commenced or in the case of a no-show, all or some of the costs specified in the agreement or agreements and the expected turnover as well as the costs for personnel, equipment and other consequential costs, hereinafter referred to as the booking value, will be charged to the hirer.
5. If not all agreed space and/or facilities and/or services are cancelled, the provisions set out below will apply proportionately to the cancelled space and/or facilities and/or services.
6. Amounts which Vrije Universiteit Amsterdam owes third parties with regard to the cancelled agreement at the time of the cancellation must be paid in full to Vrije Universiteit Amsterdam by the hirer at all times, provided Vrije Universiteit Amsterdam did not act unreasonably by assuming the obligations in question. The amounts in question will be applied to pay the hire sum referred to in the provisions below. Corporate Real Estate and Facilities determines if the cancellation period has expired and if cancellation costs will be charged.
If the agreement does not specify any cancellation periods, the following periods and

payments apply:

The following cancellation terms apply to the rental of conference halls and events (with or without event coordination):

- a sum consisting of 10% of the agreed hire sum if an event is cancelled four months to no later than two months before the date on which the hire would have commenced;
- a sum consisting of 24% of the agreed hire sum if an event is cancelled two months to no later than one month before the date on which the hire would have commenced;
- a sum consisting of 50% of the agreed hire sum if an event is cancelled one month to no later than two weeks before the date on which the hire would have commenced;
- a sum consisting of 100% of the agreed hire sum if an event is cancelled two weeks before the date on which the hire would have commenced.

The following cancellation terms apply to the rental of classrooms and lecture halls:

- a sum consisting of 100% of the agreed hire sum if an event is cancelled no later than two weeks before the date on which the hire would have commenced;
- a sum consisting of 100% of the agreed hire sum if an event is cancelled two weeks before the date on which the hire would have commenced.

Article 9. Cancellations by Vrije Universiteit Amsterdam

1. Vrije Universiteit Amsterdam is entitled to cancel the agreement for reasons of force majeure. Force majeure is taken to mean all foreseeable or unforeseeable circumstances that hamper the performance of the agreement by Vrije Universiteit Amsterdam to such an extent that the performance becomes reasonably impossible or objectionable. Such circumstances also include circumstances faced by persons and/or departments and/or institutions which Vrije Universiteit Amsterdam wishes to use for the performance of the agreement as well as anything that is considered as force majeure or a suspensive or resolutive condition by the aforementioned. If possible, Vrije Universiteit Amsterdam will offer the hirer a replacement space for the agreed period or the agreed space for a different period, subject to the same conditions.
2. In the case of circumstances as referred to in (1), the hirer is entitled to refuse any alternative offered by Vrije Universiteit Amsterdam. A refusal must be communicated to Vrije Universiteit Amsterdam in writing within one week of the offer, failing which the offer is accepted.
3. Vrije Universiteit Amsterdam is at all times entitled to cancel this agreement in the event of an (imminent) violation of its house rules or an (imminent) violation of its policy with regard to room hire. In that case, it will not owe the hirer any costs and it is not obliged to pay any compensation.

Article 10. Liability

1. Vrije Universiteit Amsterdam does not accept liability for damage suffered by the hirer or persons who at the invitation of the hirer or otherwise are in or near (sections of) the accommodation hired out to the hirer by Vrije Universiteit Amsterdam, which damage is the result of theft, loss of or damage to property unless this damage is caused by the intent or gross negligence on the part of Vrije Universiteit Amsterdam or persons whose services it uses.
2. Towards Vrije Universiteit Amsterdam, the hirer is obliged to observe correct conduct, to prudently use everything hired out or otherwise made available to him by Vrije Universiteit Amsterdam and to return these objects to Vrije Universiteit Amsterdam at the end of the

agreement in the same condition they were in when he received them, with the exception of consumables.

3. The hirer is liable for all damage to these objects caused during the performance of the agreement or at any other time when these objects were available to the hirer.
4. The hirer is fully liable for the health and safety of his participants and/or guests. Towards Vrije Universiteit Amsterdam, the hirer undertakes to comply with applicable legislation in connection with working conditions and the general safety and security conditions. Among other things, this means that in the case of an emergency, the hirer is obliged to comply with the guidelines and instructions given by Vrije Universiteit Amsterdam or the chief fire officer.

Article 11. Force majeure

1. For Vrije Universiteit Amsterdam, force majeure - which means any shortcoming that cannot be attributed to Vrije Universiteit Amsterdam - is taken to mean every foreseen or unforeseen, foreseeable or unforeseeable circumstance that hampers the performance of the agreement by Vrije Universiteit Amsterdam to such an extent that the performance becomes impossible or objectionable.
2. Such circumstances also include circumstances faced by persons and/or departments and/or institutions which Vrije Universiteit Amsterdam wishes to use for the performance of the agreement as well as anything that is considered as force majeure or a suspensive or resolute condition by the aforementioned as well as breach of contract by the aforementioned.
3. If one of the parties to an agreement is unable to fulfil any obligations under the agreement, he is obliged to notify the other party accordingly as soon as possible.

Article 12. Disputes

These terms and conditions, the agreement or agreements concluded with the hirer and quotations are subject to Dutch law. In the event of a discrepancy between the Dutch and English versions of any of these documents, the Dutch version shall prevail.

All disputes (including those regarded as a dispute by only one of the parties) that may ensue from this agreement or subsequent agreements between the parties will be settled by the Amsterdam district court.

Article 13. Vrije Universiteit Amsterdam policy on room hire and house rules

Vrije Universiteit Amsterdam hires out space to internal users and external parties. In principle, this space can be booked during the opening hours of the buildings of Vrije Universiteit Amsterdam via a digital form on the website of Vrije Universiteit Amsterdam.

In certain cases, it is possible to book space outside regular opening hours, such as on specified days off (the Christmas period) or on Sundays. This depends on the scope and complexity of the meeting and the services required.

Specific information about opening hours can be found on the website of Vrije Universiteit Amsterdam at <https://www.vu.nl/nl/over-de-vu/contact-routebeschrijving/openingstijden/index.aspx>

Rooms are allocated on a first-come, first-serve basis. In principle, every request to hire space at Vrije Universiteit Amsterdam is subject to assessment and approval. To that end, a number of criteria and

general conditions apply.

Room hire rates for internal users and external parties are in place. More information about this can be found on the website of Vrije Universiteit Amsterdam [Special events and reception locations - More about - Vrije Universiteit Amsterdam \(vu.nl\)](#).

See [Renting educational and conference rooms - More about - Vrije Universiteit Amsterdam \(vu.nl\)](#) for information on hiring teaching space. Also see *Rules for reserving class rooms* and the *Application form Class room*.