

General terms and conditions as of 1 November 2010

GENERAL PROVISIONS

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 in The Hague.
2. In these terms and conditions, 'client' shall refer to any natural person or legal entity who signs or intends to sign an agreement or conducts a financial transaction 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. These general terms and conditions shall also apply to any further assignments given by the client verbally, by telephone, in writing, by fax or e-mail or in any other way, regardless of whether or not Humanity House confirms such instructions in writing.
4. Unless explicitly accepted and agreed in writing by Humanity House, any general terms and conditions employed by the client shall not apply.
5. Deviation from any part of these general terms and conditions is only permitted after written permission from Humanity House.
6. All agreements signed by Humanity House are solely subject to Dutch law. Disputes regarding the execution of the agreement between the parties and the General Terms and Conditions applicable to said agreement shall exclusively be presented to the competent court in The Hague, without prejudice to the legal provisions regarding the powers of the sub district court.
7. In the event that one or more of these terms and conditions are in conflict, in part or in full, now or in future, with any statutory provision or are declared invalid by a court ruling, the rest of these terms and conditions shall remain in full effect. In accordance with the provisions of Article 3:42 of the Dutch Civil Code, the overturned or invalid section shall then be replaced by what the parties would have agreed if they had been aware of the invalidity or voidability of that section.
8. Humanity House reserves the right to amend and/or supplement these general terms and conditions as needed if it is in the interest of satisfactory performance.
9. The client cannot appeal to verbal promises made by or on behalf of Humanity House unless such promises have been explicitly confirmed by Humanity House in writing.
10. The client shall in no way express negative statements regarding Humanity House.

Article 2: Price quotations and rates

1. 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.
2. Price quotations are issued in writing and shall remain in effect for a maximum of one month.
3. The agreement is finalised when the price quotation issued by Humanity House has been accepted within this time period.
4. In the event that the reservations or modifications are made to the price quotation in the acceptance, in deviation from the provision under Article 2.1 above, the agreement shall only be finalised when Humanity House notifies the client that it agrees to these deviations from the quotation.
5. 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.
6. Rates and price quotations are based on the price factors in effect when the quotation is issued. In the event that circumstances arise at the time of execution or delivery which raise prices, Humanity House shall be entitled to charge these price increases to the client. This could include increases in rights, taxes, costs of raw materials, wage costs, deliveries by third-parties, etc.
7. All price quotations are subject to annual indexation.
8. The prices are listed in euros and do not include VAT or other taxes, levies and rights.
9. In composite quotations, there is no obligation to deliver part of the total package for the amount listed for that part in the quotation or for a proportionate part of the total price quoted for the total package.

Article 3: Payment terms

1. All agreements that Humanity House signs are entered into under the suspense condition that the client can be considered sufficiently creditworthy in the assessment of Humanity House.
2. All invoices must be paid by the deadlines stated on the invoice. 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.
3. If payment is not made within the set time periods, Humanity House is entitled to terminate the agreement effective immediately and to deny access to the building to the client and everyone who wants to enter the building on the client's invitation, including and especially on the dates specified in the agreement.
4. The client is not entitled to compensation from Humanity House in relation to the payment obligations set out in these terms and conditions.
5. The client authorises Humanity House to add VAT to the cost of renting a venue.

Article 4: Cancellation of venue rental agreement

1. Cancellation of the agreement should take place in writing by fax, accompanied by the relevant agreement.
2. In the event of complete cancellation of the use of an agreed events room or rooms, by means of rental per room or of a package deal per person, the client shall owe compensation for damages according to the following index:
 - a. 30% of the rental fee if the cancellation takes place up to 365 days before the date of the occupancy;
 - b. 50% of the rental fee if the cancellation takes place between 365 and 180 days before the date of the occupancy;
 - c. 85% of the rental fee if the cancellation takes place between 179 and 90 days before the date of the occupancy;
 - d. 100% of the rental fee if the cancellation takes place between 89 and 0 days before the date of the occupancy.
3. In the event of cancellation of facilities, personnel, culinary arrangements and package deals per person, the client shall owe compensation for damages according to the following index:
 - a. 0% of the agreed amount if the cancellation takes place up to 89 workdays before the delivery date;
 - b. 30% of the agreed amount if the cancellation takes place between 89 and 60 workdays before the delivery date;
 - c. 50% of the agreed amount if the cancellation takes place between 59 and 30 workdays before the delivery date;
 - d. 85% of the agreed amount if the cancellation takes place between 29 and 11 workdays before the delivery date;
 - e. 100% of the agreed amount if the cancellation takes place between 10 and 0 workdays before the delivery date.
4. With due considerations of the provisions in Article 4.2 and 4.3 above, the client is not required to pay compensation for damages in the event of partial cancellation of package deals, to the extent that it does not exceed a margin of 10% of the specified number of people, and as long as such cancellation takes place at least 10 workdays before the delivery date.
5. The date of cancellation shall be considered the first date on which Humanity House is notified verbally or in writing of the decision to cancel.

Article 5: Refunds for admission tickets

1. No refunds are available for museum tickets that are purchased online via the iDeal payment system or at the Humanity House ticket desk. An admission ticket is valid for one year from the time it is purchased. An admission ticket is not personalised, so it can be transferred to other people.
2. No refunds are available for admission tickets for temporary exhibitions, purchased online via the iDeal payment system or at the Humanity House ticket desk. An admission ticket for a temporary exhibition is valid for the duration of the exhibition.

An admission ticket is not personalised, so it can be transferred to other people. It is possible to exchange a ticket for one temporary exhibition for a ticket for another temporary exhibition. This exchange can be arranged at the Humanity House ticket desk when you arrive at the museum as planned.

3. No refunds are available for admission tickets for scheduled events, such as debates, lectures, film screenings, purchased online via the iDeal payment system or at the Humanity House ticket desk. An admission ticket is not personalised, so it can be transferred to other people.

Article 6: 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,
 1. 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.
4. In the event that Humanity House is expected to accommodate more people than originally agreed, Humanity House shall be entitled to choose, at its own discretion, whether to refuse to accommodate more people than agreed, or to agree to accommodate the additional people under at least the conditions agreed at the outset.
5. The additional work requested after the agreement, and the consequences that additional work will have for the quotation, will be recorded in writing by Humanity House and confirmed with the client.
6. In the event that the client does not respond in writing within a week after receiving written notification as specified in Article 6.5, it shall be assumed that the client agrees with the written confirmation.

Article 7: 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. Any form of publicity used by the client must clearly specify which building entrance will be used for the event.
3. Hanging a banner on the building and/or applying any other publicity materials to the building is subject to further rules and is prohibited without prior written permission from Humanity House.
4. The client is not permitted to distribute or commission the distribution of advertising materials and/or flyers for any event whatsoever in the building in any form without prior written permission from Humanity House.

5. The client is not permitted to shoot film, TV or other recordings or have others do so in the building without explicit written permission from Humanity House. In such cases, Humanity House has the right to raise the rental price of the relevant room(s) to a maximum of twice the rate.
6. The client shall be responsible for obtaining any required permission to release and/or reproduce materials from all the copyright holders involved in the organisation and execution of the event.
7. The client shall be responsible for ensuring that the BUMA/STEMRA royalties that are owed are paid in good time and that Humanity House is indemnified against any claims from BUMA/STEMRA.
8. The client shall be responsible for booking and paying the performing artists. The client shall therefore be responsible for paying taxes and social insurance premiums. The client shall indemnify Humanity House against any such claims.
9. The client shall indemnify Humanity House against any fines imposed on Humanity House due to misconduct and/or negligence on the part of the client.
10. 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 8: Complaints

1. Humanity House guarantees the quality and soundness of the products and services supplied by Humanity House.
2. Complaints, including complaints due to faults in products supplied by third parties as commissioned by Humanity House, which the client proves already existed upon delivery, will only be considered by Humanity House if the faults are reported to Humanity House as soon as they are identified and then confirmed to Humanity House in writing within 48 hours. Humanity House shall make every effort to resolve the fault. Humanity House will then be deemed to have fulfilled all its obligations.
3. Any obligations for Humanity House in this context shall not exceed the amount for which the delivery of services and goods to which the complaint pertains were delivered according to our books.
4. Complaints are not valid grounds for non-payment of invoices.

Article 9: Liability and damage

1. Before and during a rental, the client must take appropriate steps as needed to comply with these general terms and conditions, including the special provisions below.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. Humanity House is only liable to the client in the event of wilful misconduct or gross negligence by Humanity House or its staff, and such liability shall be limited to direct damage and shall never exceed the amount of the net invoice total. No compensation will be made for other direct or indirect damage, including damage to third parties, loss of profits, or other forms of consequential damage that may ensue.

SPECIAL PROVISIONS REGARDING VENUE RENTALS

Article 10: Options and agreements

1. Options on venues are issued in writing and are valid for thirty days, counted from the time of the written confirmation. The option expires without further written notification.
2. Both Humanity House and the option holder are entitled to notify the other party of the intention to terminate the option before it expires.
3. In the event that Humanity House wants to terminate the option within the agreed period, it shall first be required to give the option holder an opportunity to sign a rental agreement within 48 hours (assuming 2 workdays) after notification for the room(s) covered by the option.
4. The option holder must notify Humanity House in writing whether or not the option will be used, before the end of the period for which the option was issued. If the option holder wishes to confirm, the option holder must sign a rental agreement as soon as possible, but in any case within no more than 5 workdays.

5. Both parties are aware that the event to be organised by the client must be appropriate for the reputation, image and other events of Humanity House and the building.
6. A rental agreement takes effect when at least the following is stated:
 - a. the room(s) that will be rented, the rental period and the price;
 - b. the type of project for which the room(s) are being rented;
 - c. the number of people who will be attending;
 - d. any (further) agreements regarding setup, light, sound, audio-visual equipment, culinary arrangements and staff;
 - e. the agreement has been signed by an authorised representative of Humanity House and the client;
 - f. the client has made a down payment of at least 60% of the rental price.
6. 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.
7. The client is not permitted to allow third parties to use the rented room(s), nor to rent or sublet them to third parties.
8. When leaving the building after use, the client shall be required to avoid making unnecessary noise to avoid inconvenience for the surrounding area as much as possible.
9. When entering into an agreement, the client shall be required to arrange liability insurance covering at least 950,000 euros (nine hundred and fifty thousand) per event. Humanity House is entitled to request a copy of the insurance policy held by the client.
10. The client may not use other room(s) of the building or use any part of the building at other times than those covered by the rental agreement. In the event that such use occurs, the client shall be charged for at least the minimum rental fees.
11. The client shall be required to accept the number of supervisors, toilet staff and/or cloakroom staff considered necessary and to pay them from a half hour before guests and/or visitors arrive until a half hour after they leave, at the standard hourly rate for such staff. Humanity House shall be entitled at all times during the execution of the event to arrange a higher number of doormen, toilet staff and/or cloakroom staff than budgeted and to charge the client for any extra cost arising from the additional staff.
12. The client shall be required to grant unrestricted access at all times to the managers of the building employed by or working on behalf of Humanity House.
13. Smoking is prohibited in the rented venues.
14. At the end of the rental period, the client must deliver the rooms in the state in which they were provided, swept and cleared of all materials used by the client, including waste. In the event that the client does not comply with the provisions in this article, the actual costs of clearing and cleaning the rented rooms will be charged to the client, with a minimum of €500 per event.

SPECIAL PROVISIONS REGARDING FACILITIES, PERSONNEL AND CULINARY ARRANGEMENTS

Article 11: Regular suppliers

1. Humanity House provides its own services in the building for setup, light, sound, audio-visual equipment, personnel and culinary arrangements.
2. 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.
3. In all cases, a handling fee will be charged, totalling 10% or more depending on the extent to which Humanity House is involved in organising the project.
4. In the event that other suppliers are permitted in exceptional cases, after explicit prior written permission from Humanity House, a handling fee of 25% will be charged.

SPECIAL PROVISIONS REGARDING USE OF THE LISTED BUILDING

Article 12:

1. The client must follow instructions at all times as given by Humanity House staff regarding the use of the rented room(s).
2. In the event that the client wants to rearrange the venue from its normal setup, a detailed floor plan must be submitted to Humanity House for approval no less than three weeks before the start of the event. In the event that additional requirements are imposed based on the fire safety code, any costs arising from those requirements shall be entirely for the client. In the event that the client sets up the room in any other way than according to this detailed floor plan, Humanity House has the right to stop the event, without being required to pay compensation for any damages.
3. 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.
4. The emergency exits in the building may not be blocked and fire extinguishing equipment must remain accessible at all times.
5. The presence or use of fireworks, gas canisters, confetti, balloons, rice and other small, flammable loose materials is prohibited at all times.
6. 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.
7. With regard to noise or music, no noise or music may be produced anywhere in the building between midnight and 17:00 that exceeds 60 D(B)a at the source.

Between 17:00 and midnight, no noise or music may be produced that exceeds 90 D(B)a at the source.

8. Humanity House has not researched the suitability of the rented venue for the event the client is organising and is only required to notify the client of faults in the venue that it is aware of and knows that they diminish the suitability of the venue.
9. The client may not exceed the maximum number of guests per rented room as set by Humanity House. This number depends on the nature of the activity and will be determined by Humanity House on a case-by-case basis.

Conclusion

1. In the event that the parties want to amend and/or supplement any provision in the agreement after it has been signed, such amendments or supplements must be agreed in writing.
2. Clients should note that the Municipality of The Hague have strict rules and regulations for parking, loading and offloading, and vehicle weight. Humanity House shall not be liable for fines, penalties, etc. relating to violations of these rules.
3. The client and the client's guests shall be subject to all measures, house rules, occupational health and safety rules, and general visitor rules that Humanity House considers necessary for the event covered by the agreement to go smoothly and guarantee that all those present by his invitation will adhere to those rules. A copy of these general terms and conditions is provided by default when an agreement is presented, and is also available for inspection at the Chamber of Commerce in The Hague.