

# General Conditions Wicked Grounds 2020

## 1.1 Definitions:

**Owner:** Wicked Grounds, located at the Generaal Vetterstraat 51A 1059BT in Amsterdam and registered under the Chamber of Commerce (KvK) number 59686618.

**User:** The person or company temporarily using one of the owners disposed venues. Owner distinguishes two types of Users: subscription users and single-time users.

**Services:** Rental and facilitation of meeting- and event venues, provision of catering and all that is further agreed between the Owner and the User within the contract.

## 2. Applicability

2.1 These terms and conditions apply to every offer, quotation or agreement of rental, commission or use between User and Owner, insofar these terms have not been deviated expressly and in writing by both parties.

2.2 These terms and conditions also apply to business relations / clients / guests of the User if they use the venue provided by the Owner.

2.3 If one or more of the provisions in these general terms and conditions should at any time be wholly or partially null and void, the remaining provisions of these terms and conditions shall remain fully applicable. In that case, The User and the Owner shall consult in order to agree new provisions to replace the null or void stipulations, taking the aim and intent of the original provisions into account to the fullest extent possible.

2.4 If there is uncertainty about the interpretation of one or more provisions of these terms and conditions, the explanation should be given to the spirit of these provisions.

2.5 If the Owner does not always require strict compliance with a provision, this does not mean that the Owner loses the right to require the stipulated compliance with these provisions in other cases.

## 3. Offers, quotation, prices and rates

3.1 All offers from the Owner are non-committal. Offers submitted by the Owner are valid for two weeks, unless explicitly stated otherwise in the offer. If an offer or quotation contains a non-binding offer and the User accepts this, the Owner has the right to withdraw the offer no later than two business days after receipt of acceptance.

3.2 Offers made by the Owner on the website are made on the condition that the offered venue and facilities are available at the desired times.

3.3 Identified errors or indications in the offer or quotation do not bind the Owner in any way. The Owner is always entitled to restore such apparent errors and mistakes.

3.4 Acceptance of a quotation takes place in writing by signing the relevant quotation or a draft (concept) agreement.

3.5 If the acceptance by the User differs substantially from the offer, the agreement will only come into effect if the Owner has explicitly agreed with these deviations.

3.6 Prices and rates exclude Dutch VAT and any costs.

3.7 If the offer is based on information provided by the User, and this information appears to be incorrect or incomplete, or subsequently amended, the Owner is entitled to adjust the rates stated.

3.8 Offers, quotations and/or prices are not automatically valid for subsequent orders.

3.9 The Owner is entitled to re-establish prices and rates. The new rates apply from the moment of modification for all users of the venue.

3.10 The Owner will inform its permanent users no later than one month before the date of the modification of the rates. If a permanent user does not agree with the announced change, he/she is entitled to terminate the user agreement within 10 days of the date of this notice against the date of notification mentioned. The notice of termination must be made in writing.

3.11 In the event of changing the program unilaterally and/or the number of guests, the validity of the user agreement can expire immediately.

#### 4. Access and use of venues

4.1 The Owners premises are accessible only by the User and his/her supervised business relations / clients / guests. The User is fully responsible and liable for his/her supervised business relationships / clients / guests during their stay in the Owners area and must ensure that they comply strictly with these terms and conditions of the Owner.

4.2 Access to and use of the Owners premises is at own risk and in accordance with the applicable house rules. The Owner is not liable for loss, theft or damage of brought items.

4.3 All venues are non-smoking areas and no inflammable objects are allowed, such as open flames, candles, fireworks, smoke machines, confetti, tape and any other items that may cause damage or contamination of the venue.

4.4 The Owner reserves the right to refuse or modify certain uses of the premises if there is reason for. This is enforceable on the day of the rent.

4.5 The Owner reserves the right to refuse the User or the User's business relations / clients/ guests if, in opinion of the Owner, this is warranted.

4.6 The Owner has venues in quiet locations in the city and values a good relationship with its residents. The User must not interfere with or cause harm to the residents when using the venue. The User will ensure that the present third parties will either interfere with or cause harm to the residents.

4.7 The User will leave the reserved venue as accepted at the beginning. All costs of repair, cleaning or restoration of the venue are at the expense of the User insofar these costs have been made to restore the venue to its original state. In the case of an overuse or waste the processing costs are at the expense of the User.

4.8 The User is deemed to use the space, furniture and other equipment in the intended manner. Damage to the Owner's property or belongings by improper use will be charged to the User. The Owner does not allow any changes to be made in the venue unless the Owner has given written permission in advance. The permission can be revoked by the Owner on the day of the rent.

4.9 In all areas it is not allowed to bring your own catering such as food, drinks and snacks. The owner will offer their own catering services and ensures that the quality and service of Wicked Grounds will be maintained.

## 5. Reservations and cancellations

5.1 Reservations can be made by telephone. To ensure availability of the venue on the desired date and time, the User must reserve by e-mail.

5.2 Only definitive (signed) reservations entitle the User to use the concerned venue on the date and time for which they are booked.

5.3 Definitive reservations can be modified up to seven days before the event in consultation with the Owner. Implementation of the modification depends on whether this is possible in the opinion of the Owner.

5.4 Final reservations can be cancelled free of charge up to 90 days before the booked date (with the exception of costs already incurred). Cancellations between 90 and 60 days before the booked date can be cancelled on payment of 50% of the total quotation. Cancellations between 60 and 30 days before the booked date can be cancelled on payment of 75% of the total quotation. Cancellations within 30 days before the booked date can be honoured against payment of 100% of the quotation.

5.5 When reserving hours, the User must take into account the necessary preparation time for and possible extension time of his/her activities in the venue. If another party immediately reserves the venue, the User will ensure that the venue is released in time.

## 6. Force majeure

6.1 In case of force majeure on the side of the User or the Owner, the Owner is entitled to dissolve the user agreement without judicial intervention or to suspend the fulfilment of its

obligations towards the User for a reasonable period, without being obliged to pay any compensation. This is done by means of a written statement to the User.

6.2 Force majeure on the part of the Owner is understood in the context of the general conditions as every non-attributable shortcoming of the Owner such as, but not limited to, operational disturbances, announcements by the municipality, burglary, fire, sabotage, Internet or power failures or other technical failures.

6.3 If the force majeure situation occurs if the user agreement has already been partially executed, the User is obliged to fulfil his/her obligations towards the Owner.

## 7. Prices, payment and collection charges

7.1 All prices are in euros and exclusive of VAT.

7.2 Payment service must always be made within 30 days of the invoice date, in a manner to be indicated by the Owner, in Euros.

7.3 For events where the costs exceed € 5,000.00, an advance of 70% of the total costs will be charged. The remainder will be charged by means of a regular invoice and must be paid within the period stated in article 7.2.

7.4 Reservations booked by a User that does not originate from the Netherlands, an advance of 100% of the total costs will be charged.

7.5 If the User defaults on the payment of an invoice, the User is legally in default. The User will then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment the User is in default until the moment of payment of the full amount due.

7.6 The User is never entitled to settlement of the amount due by him/her to the Owner. Objections against the height of an invoice do not suspend the payment obligations. The User is also not entitled to suspend the payment of an invoice for any other reason.

## 8. Complaints

8.1 The User is obliged to check the venue immediately after commissioning and to report any visible defects, damage and/or deviations to the venue. Complaints during the use of the venue or facilities must also be reported immediately. All consequences of not reporting immediately are at risk of the User.

8.2 The Owner will make every effort to remedy these complaints as quickly as possible, so that the User can use the venue and facilities or continue the use. The Owner will immediately pick up complaints about the condition or defects, or inaccuracies in the property.

8.3 If the complaint cannot be rectified immediately, as a result of which the User cannot use the venue or facilities, the Owner will offer the User the use of the reserved hours at a different time. If there is additional damage, the provisions of the liability article included in these general terms and conditions apply.

8.4 Other complaints regarding the venues, facilities or the services of the Owner must be reported in writing to the Owner immediately after discovery - but no later than within 7 days - after use of the venue.

8.5 In the event of a justified complaint, the Owner will offer the User the opportunity to use the reserved hours at a different time.

8.6 If a complaint has not been reported to the Owner within the aforementioned term, the venue will be deemed to have been put into service in good condition and to comply with the agreement and the facilities and/or the services of the Owner will be deemed to have been delivered and executed in accordance with the agreement.

8.7 Complaints do not suspend the payment obligation of the user.

## 9. Liability

9.1 The Owner shall make every effort to ensure that the User can use the venue properly and undisturbed during the reserved hours and that the other facilities or work performed meet the reasonable requirements to be set. The Owner accepts no liability whatsoever outside this responsibility.

9.2 The Owner depends on a (internet) provider for accessibility. The Owner will make every effort to ensure that any failures in the access to the Internet are solved as soon as possible, but cannot reasonably guarantee uninterrupted availability of a working WiFi connection. The Owner is not liable for damage that the User suffers or will suffer in connection with the noncontinuous or incomplete availability of these services.

9.3 Notwithstanding the provisions of paragraph 1 of this article, the Owner shall only be liable for direct damage. Any liability of the Owner for business damage, such as trading loss, profit losses, delay damages and/or personal injury is expressly excluded.

9.4 The User is obliged to take all measures that are necessary to prevent or limit the damage.

9.5 If the Owner is liable for the damage suffered by the User, this will be limited to a maximum of the average invoice amount for the reserved hours of the venue.

9.6 The User must notify the Owner within 6 months after he/she became aware of or could have become aware of the damage suffered by him/her.

9.7 The Owner is never liable for damage as a result of work performed or deliveries made by the User or on behalf of the User by third parties.

9.8 The Owner is never liable for damage to the brought items of the User and/or the User's business relations / clients / guests as a result of loss, theft or damage.

9.9 The Owner is not liable for physical damage to any of the participants. Entering the venue is entirely at own risk.

9.10 During the use of the venue, the User is responsible for the safe storage and adequate protection of his/her own (confidential and/or business) information or that of his/her business relations / clients / guests. The Owner is never liable for damage of this confidential information caused by theft, loss, copying or (unauthorized) use, by co- users of the space or third parties. The User indemnifies the Owner expressly against all claims from his/her clients/guests or third parties for compensation of this damage.

9.11 The Owner is also not liable for any health damage in the event of an allergy. The kitchen may contain traces of nuts.

9.12 The User cannot hold the Owner liable if the damage occurred:

- a) Due to improper use or use contrary to the purpose of the venue and/or the furniture. Or use in contrary of the instructions, recommendations, instructions for use provided by or on behalf of the Owner due to errors or incompleteness in the information or other materials provided or prescribed to the Owner by or on behalf of the User;
- b) By instructions from or on behalf of the User;
- c) By repairs or other work or operations carried out on the premises or facilities by or on behalf of the User, without explicit prior permission from the Owner.

9.13 The User is fully liable for all resulting damage in the cases listed in paragraph 10 of this article and indemnifies the Owner expressly for all claims of third parties for compensation of this damage.

## 10. Intermediate termination of the user agreement

10.1 Each user agreement is entered into the condition that the Owner is entitled to terminate this prematurely without being obliged to pay any compensation, if the Owner wishes to discontinue its business activities for any reason whatsoever.

10.2 Interim cancellation takes place in writing with a notice period of 3 months and only at the end of the calendar month.

10.3 The Owner is always entitled to change the location of its business activities and to continue its business activities at another location without being obliged to pay any compensation to the User. The Owner will offer the User the user agreement of the new location.

10.4 If the User does not wish to continue the user agreement at the new location, the User is entitled to terminate the user agreement in writing, with a notice period of 3 months and only at the end of the calendar month.

## 11. Applicable law

11.1 Only Dutch law applies to the agreement concluded between the Owner and the User.

11.2 Any disputes will be settled by the competent court in the place where the Owner is located, although the Owner always retains the authority to submit the dispute to the competent court in the place where the User is established.