

# General terms and conditions for B2B

Version: 7 May 2025



vermaat

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The following general terms and conditions are an integral part of and apply to all agreements between Vermaat Amsteldok and the Client, under which Vermaat Amsteldok makes (part of) its venue available to the Client in connection with hospitality services provided by Vermaat for the Client's benefit. Any deviations from the General Rental Terms and Conditions will only be valid if explicitly confirmed in writing by Vermaat Amsteldok.

## 1. General Terms: Definitions

1.1 **Vermaat Amsteldok:** Vermaat Leisure B.V. acting as the hospitality partner of Amsteldok.

1.2 **Location:** The spaces provided by Vermaat Amsteldok within the Amsteldok building at Amsteldijk 166 in Amsterdam, including outdoor areas and parking facilities.

1.3 **Event:** A private organized event at the Amsteldok building.

1.4 **Client:** The counterpart of Vermaat Amsteldok to whom one or more hospitality services are provided under these terms and conditions for the corporate market.

## 2. Applicability

2.1 These corporate market general terms and conditions apply to all inquiries, order confirmations, and reservations where Vermaat Amsteldok provides its services. They form an integral part of individual quotes and/or order confirmations.

2.2 The general terms for property users of Amsteldok form an inseparable part of these corporate market general terms. These are available via this link. In case of any conflict, these corporate market terms will take precedence.

2.3 Deviations from these terms are only valid if explicitly agreed upon in writing between Vermaat Amsteldok and the Client.

## 3. Information about the Rental

3.1 The Client is required to provide Vermaat Amsteldok with all information it holds that is reasonably expected to be needed for the event. This includes information about the event's purpose, target audience, and use of the location.

3.2 Vermaat Amsteldok will provide the Client with all information it holds, as long as it is reasonably expected that the Client will need it.

3.3 The Client may not harm the good name and reputation of Vermaat Amsteldok and other companies located within the building, including but not limited to WPP and its subsidiaries.

## 4. Options

4.1 Vermaat Amsteldok may grant an option to a potential Client through a unilateral written statement. All requests will be evaluated by the primary user of the building, who has the right to refuse a request without providing a reason. All options and/or quotes are non-binding unless otherwise stated in writing.

4.2 The Client is bound by order confirmations, reservations, or changes to them once they accept the confirmation.

4.3 In the cases mentioned, Vermaat Amsteldok may cancel the option without prior notice, and this will not result in any liability for Vermaat Amsteldok.

## 5. Locations

5.1 Vermaat Amsteldok can provide spaces in the Amsteldok building and parking areas for vehicle parking (parking spaces cannot be reserved in advance).

5.2 The space is typically available from 8:00 AM to 12:00 AM unless otherwise agreed. Any deviations from this schedule (with Vermaat Amsteldok's written consent) may incur additional charges. The Cloud9 rooftop is not accessible after 9:00 PM, and the doors to the rooftop must remain closed after that time.

5.3 The operation of technical equipment by Vermaat Amsteldok's staff is required, and access to service rooms is restricted to Vermaat Amsteldok's personnel. Areas outside of the rented space and associated facilities are expressly off-limits.

## 6. Payment terms

6.1 The total price consists of location fees and additional costs for products and services.

6.2 The payment term is 14 calendar days.

6.3 The prices provided by Vermaat Amsteldok are based on current price levels. Price changes are reserved and may occur due to program changes, guest number adjustments, or changes in times and/or dates of the event.

## 7. Cancellation by Client

7.1 Cancellations must be made in writing and dated. The Client has no rights based on verbal cancellations.

7.2 The Client may cancel the agreement before the event. The price will be reduced according to the following percentages, but some charges will remain due.

- a)** Cancellation more than 3 months before the event date incurs no charge;
- b)** Cancellation more than 2 months, but less than 3 months before the event date, incurs a 15% charge of the total price (reservation value);
- c)** Cancellation more than 1 month, but less than 2 months before the event date, incurs a 35% charge of the total price (reservation value);
- d)** Cancellation more than 14 days, but less than 1 month before the event date, incurs a 60% charge of the total price (reservation value);
- e)** Cancellation more than 7 days, but less than 14 days before the event date, incurs an 85% charge of the total price (reservation value);
- f)** Cancellation less than 7 days before the event date incurs a 100% charge of the total price (reservation value);
- g)** Cancellation terms for additional services apply and will be specified in the relevant quotes.

## 8. Final number of guests

8.1 The number of guests confirmed to Vermaat Amsteldok 5 business days before the event will be considered the minimum number for the final invoice.

8.2 If fewer guests attend the event than confirmed, the pre-calculated amount for the event will still be charged to the Client.

## 9. Use of facilities and services by the tenant

9.1 Vermaat Amsteldok offers the following services and facilities through its fixed suppliers.

- a) Cleaning and waste disposal;
- b) Catering;
- c) Additional or custom furniture, decoration, and styling;
- d) Security, first aid, and emergency services;
- e) Technical services and installations;
- f) ICT and AV equipment.

If the Client wishes to make use of these services and facilities, they will be provided by Vermaat Amsteldok. It is explicitly not allowed for the Client to arrange these services themselves or through third parties without written consent from Vermaat Amsteldok.

## 10. Advertising

10.1 The Client is not allowed to place, or allow others to place, boards, banners, advertising lights, loudspeakers, or any other items for advertising purposes within or outside the premises of Vermaat Amsteldok without the explicit written consent of Vermaat Amsteldok.

10.2 The Client is also not allowed to cover, remove, or obscure any signage or displays within Vermaat Amsteldok.

## 11. Evacuation in case of emergency

11.1 In case of an emergency, the Client is required to follow the instructions of Vermaat Amsteldok's personnel. The personnel of Vermaat Amsteldok are authorized to evacuate the premises in the event of an emergency.

11.2 Vermaat Amsteldok has the right, in the event of an (imminent) emergency or to prevent irregularities, to remove or admit any persons from/to the premises.

11.3 Vermaat Amsteldok is not liable for any costs or damages that the Client may incur as a result. The Client fully indemnifies Vermaat Amsteldok against any claims in this regard.

## 12. Liability

12.1 The Client is not allowed to make any alterations or additions to the rented space or its furnishings without explicit written consent from Vermaat Amsteldok. Vermaat Amsteldok is not liable for any damage or loss of goods belonging to the Client or the Client's guests. This does not apply if the damage or loss is caused by intent or gross negligence by Vermaat Amsteldok. However, Vermaat Amsteldok's liability is in all cases limited to the amount covered (and reimbursed) under the standard liability policy as held by Vermaat Amsteldok. The policy covers €2.5 million per incident with a maximum of €5 million per year. Further liability is excluded.

12.2 The Client is liable for all damage Vermaat Amsteldok faces in relation to the premises. This includes damage caused directly or indirectly by breach of contract (attributable failure) or tort, including violations of house rules and these general conditions, committed by the Client and/or their guests.

## 13. Termination and cancellation of the agreement by Vermaat Amsteldok

13.1 Vermaat Amsteldok is entitled to terminate the agreement immediately if the Client fails to fulfill any obligation under these general conditions or fails to comply with any legal requirements. Vermaat Amsteldok will not be responsible for any damages incurred.

13.2 Vermaat Amsteldok is also entitled to terminate the agreement immediately in the event of bankruptcy, suspension of payments, or transfer of the Client's business. If Vermaat Amsteldok chooses not to terminate the agreement, any amounts owed under the agreement become immediately due and payable.

13.3 In case of a threat to public order, Vermaat Amsteldok is entitled to immediately terminate or cancel the agreement.

## **14. Governing law**

14.1 The agreement and all related agreements are exclusively governed by Dutch law.

14.2 Any disputes, including those considered disputes by only one party, arising from the agreement or related agreements between the parties will be brought before the competent court in the Midden-Nederland district.

## **15. Force majeure**

15.1 If Vermaat Amsteldok is unable to fulfill its obligations due to force majeure, both Vermaat Amsteldok and the Client may terminate the agreement immediately. Vermaat Amsteldok is obliged to refund any payments made for the agreement, deducting any costs already incurred, provided the Client is not entitled to reimbursement for overdue installments. The Client remains fully liable for payment of any overdue installments that have not yet been paid.

15.2 Vermaat Amsteldok is not liable for any damages resulting from the force majeure event.

## **16. Deposit and interim payments**

16.1 Vermaat Amsteldok may at any time request an advance payment from the Client as a deposit, which is equal to 40% of the reservation value minus any interim payments already made. Received advances are properly administered and are solely for the security of Vermaat Amsteldok and do not count as realized revenue.

16.2 Vermaat Amsteldok may request interim payments for services provided so far.

Vermaat Amsteldok, Amsterdam