# **GENERAL CONDITIONS**

### **RENTAL**

- 1. Rental applies solely to that/those space(s) as specified in the agreement. The renter is required to abide by the scheduled starting and closing times as stated in the rental agreement. The time that is necessary to set up, decorate, and/or furnish and/or test equipment only commences at the point in time the space is rented.
- 2. The rental agreement can only be cancelled in writing. The renter who for any reason whatsoever cancels the agreement, is obliged to pay BIMHUIS half of the rent up to one month before the starting date of the rent. The entire rent will be due if the renter cancels one month or less from the starting date of the rent or if the rental space is not used, for any reason whatsoever.
- 3. Prior to the event an advance invoice of the rent (i.e. rent of the rooms and technical equipment) will be sent to the renter. The amount specified in the advance invoice must be received within a period of 14 days. The remaining rent is due not more than four weeks before the starting date of the rent referred to in the contract. In case of a rental agreement entered into less than four weeks before the starting date of the rent, the advance invoice must be paid immediately. If the advance invoice is not paid on time, BIMHUIS reserves the right to immediately terminate this rental agreement and not allow the renter to occupy the space(s) and/or supply any facilities or catering as well as charging cancellation costs referred to the clause 2 of the RENTAL AGREEMENT.
- 4. If the availability of the spaces in BIMHUIS is not possible as a result of causes through no fault either partially or wholly of BIMHUIS, including fire, rioting, industrial action by BIMHUIS personnel, danger of collapse, the seizure of all or any part of BIMHUIS by the proper authorities or the failure of electric lighting and/or heating installation, the agreement with regard to the respective activity shall be deemed to be terminated by both parties, without any recourse to the courts and insofar as necessary, both parties shall waive any rights to any form of claims for compensation.
- 5. Should any calamity or threat thereof occur during the rental period, at the discretion of BIMHUIS, the rental period with regard to the respective activity, shall be considered terminated with immediate effect whereby the rental fee is non–refundable and all costs incurred shall be charged to the renter.

### **USE**

- 6. The renter is required to follow safety instructions issued by BIMHUIS personnel with regard to the use of the rented space(s).
- 7. The renter is required to comply with limiting the amount of guests per space according to a maximum amount set by BIMHUIS. BIMHUIS can be consulted as to the numbers.
- 8. In the space(s) reserved for use the renter may not affix or attach anything without prior permission from BIMHUIS.
- 9. The renter is required to ensure no damage is done to the building and any property within it. The renter is required to leave the space(s) in the same condition as they were found. The renter guarantees that all suppliers and technical support services contracted by the renter comply with this condition.
- 10. The renter is furthermore obliged to take all reasonable measures to avoid any damage. Taking such measures does not discharge the renter from the obligation of compensating any damages referred to above.
- 11. BIMHUIS retains the right to restore any damage it has identified to the walls, floors, and the like in the rented space(s) and any property therein, at the expense of the renter, insofar as the damage was caused by the renter during the period of use of the space(s) involved or directly related to said use.
- 12. The renter shall ensure that no highly flammable or explosive substances, gasses or hazardous substances are present, unless prior written consent has been issued by BIMHUIS.

- 13. It is expressly forbidden to set off fireworks inside or in front of the premises. The renter shall ensure this is strictly adhered to.
- 14. If BIMHUIS deems it necessary, three weeks prior to the event the renter is required to provide BIMHUIS and the Fire Department with a detailed map. If any conditions are imposed on the basis of fire regulations conditions, then any costs accruing from this will be at the expense of the renter.

## **TECHNICAL FACILITIES**

- 15. If the renter wishes to make use of BIMHUIS' technical facilities this should be agreed upon at least 10 working days prior to the rental date. Technical wishes cannot be guaranteed after this date.
- 16. Installation and operation of BIMHUIS sound, light and projection equipment may only be carried out by BIMHUIS personnel, unless prior written permission has been agreed upon.
- 17. Prepared piano playing is not allowed on BIMHUIS' Steinway D grand piano. If musicians wish to make music other than by the conventional use of the piano keys, they are requested to contact the head of the technical department in a timely fashion. In consultation it may be possible to look for a substitute instrument.
- 18. Use of equipment brought by the renter can only be used in consultation with BIMHUIS. The renter is responsible for the installation of the equipment. BIMHUIS may require there be a BIMHUIS technical assistant present while it is being operated during the rental period. Personnel costs accruing from this are to be paid by the renter.

### **CATERING**

- 19. All BIMHUIS catering supplies are subject to the *Uniforme Voorwaarden Horeca* (Uniform Catering Conditions). They shall be sent upon request.
- 20. The renter is required to make use of BIMHUIS catering facilities unless permission has been granted to do otherwise.
- 21. The number of persons specified by the renter is binding. The number of persons can be changed up until 8 days prior to the beginning of the for an engagement. If BIMHUIS has to provide catering for more persons than had been agreed, BIMHUIS is entitled to decide for itself whether to refuse to serve more people than had been agreed upon or to accept these persons under the agreed conditions.
- 22. In the event of special cases and after prior written permission from BIMHUIS where catering shall be supplied by third party, subsequent agreement shall be reached as to the amount of financial compensation BIMHUIS shall receive.
- 23. The renter is not allowed to sell refreshments or food and drinks or supply them for free without the express written consent of BIMHUIS pertaining to this in a subsequent agreement.

## **GENERAL**

- 24. BIMHUIS is no way whatsoever responsible or liable for possible damage to or loss and theft of any article of clothing or any other possessions in the cloakroom or in any other space(s) on its premises.
- 25. The rented space(s) must be cleared within the rental period agreed upon Immediately following a meeting or an event. This also includes the removal of all the material used by the renter (boxes, information material, etc.).
- 26. Normal cleaning costs are included in the rental charges. BIMHUIS shall charge extra costs for cleaning if the premises have been left in an extremely filthy state.
- 27. In the event the renter wishes to make an audio and/or visual recording of the concert during the rental period, prior written consent is required by BIMHUIS.