Sound and Vision The Hague Supply Conditions

These supply conditions contain the rights and obligations which apply to Services to be provided by Sound and Vision The Hague (Beeld en Geluid Den Haag). These supply conditions are intended to facilitate collaboration between Sound and Vision The Hague and the Client, and to give clarity on their (legal) position with respect to one another.

These supply conditions may be amended by Sound and Vision The Hague from time to time. These supply conditions are deposited with the trade register of the Chamber of Commerce under number 41150927. You can also request these supply conditions free of charge from Sound and Vision The Hague.

We look forward to a trusting, fruitful collaboration!

T.C.R. De Smet
Director Sound and Vision The Hague

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1. Definitions

The following words used in these supply conditions and in the quotations and Agreements to which these supply conditions apply have the following meanings:

"Cancellation" : a notification made in writing to Sound and Vision The Hague by the Client stating that one or more agreed Services will not be used, in whole or in part, or made in writing to the Client by Sound and Vision The Hague, stating that one or more of the Services will not be provided in whole or in part;

"Cancellation costs" : the (tiered) costs as referred to in article 8.3 of these supply conditions;


"Services" : the administration and provision of services and/or making available area(s) and room(s) and/or territory and/or providing workshops and/or providing school visits on the part of Sound and Vision The Hague, all of which includes all associated activities and services, and all in the broadest meaning of the word;

"Guest" : the natural person(s) to whom one or more Services must be provided on the basis of an Agreement concluded with the Client. Where these supply conditions and/or the Agreement refer to a Guest or Client, this means both Guest and Client unless the content of the provision and the spirit of the provision necessarily entails that the intended meaning can only be one of the two;

"Client" : a natural or legal person who has concluded an Agreement with Sound and Vision The Hague or wishes to enter into one;

"Corkage and food service charge" : the remuneration owed for consumption of drink and/or food not provided by Sound and Vision The Hague in Sound and Vision The Hague areas, as stipulated in article 10 of these supply conditions;

"No-show" : the situation described in article 8.4 of these supply conditions;
“Turnover guarantee” : the gross remuneration for the Serviced to be provided, and already provided, by Sound and Vision The Hague, as agreed between Sound and Vision The Hague and the Client;

“Agreement” : an agreement between Sound and Vision The Hague and a Client regarding one or more Services to be provided by Sound and Vision The Hague in exchange for remuneration to be paid by the Client.

“Reservation value” : the value of the Agreement, equal to the Sound and Vision The Hague’s total expected revenue, including VAT, relating to an Agreement concluded with a Client, and

“Request” : a request made to Sound and Vision The Hague by a Client for Services to be provided;

2. Applicability
2.1 These supply conditions apply to the creation and contents of all Agreements, as well as to all quotations relating to the creation of these Agreements. The applicability of any (general) terms and conditions of the Client are hereby expressly rejected.

2.2 As well as these supply conditions, the Sound and Vision The Hague Visitor Conditions shall also apply to the Agreement between Sound and Vision The Hague and a Client, as well as to all Guests. If and to the extent that these supply conditions deviate from the Sound and Vision The Hague Visitor Conditions, the first-mentioned shall prevail.

2.3 These supply conditions, as well as the Sound and Vision The Hague Visitor Conditions, also apply to supplementary and subsequent Agreements between Sound and Vision The Hague and the Client.

2.4 Deviations from these supply conditions are only valid if these have been expressly agreed in advance and in writing.

3. Conclusion of the Agreement
3.1 All quotations and other expressions made by Sound and Vision The Hague are without obligation and are conditional “on the supply or capacity” being adequate, unless expressly indicated otherwise in writing. Sound and Vision The Hague is never obliged to accept and/or to carry out Requests from a Client. If Sound and Vision The Hague makes recourse to the aforementioned reservation within a reasonable period following acceptance from a Client, then the intended Agreement shall be deemed not to have been concluded.

3.2 An Agreement between Sound and Vision The Hague and a Client is concluded at the time Sound and Vision The Hague accepts a Request from a Client, or Sound and Vision The Hague has confirmed the Client’s proposal in writing.

4. General rights and obligations of Sound and Vision The Hague
4.1 Without prejudice to the provisions in the articles below, as per the Agreement Sound and Vision The Hague shall endeavour to provide the Services at the agreed times in the way that is usual for Sound and Vision The Hague.

4.2 Sound and Vision The Hague is entitled to terminate the provision of Services to a Client and/or Guest at any time without notice of the Client and/or Guest if the Client and/or Guest breaches these supply conditions and/or the Sound and Vision The Hague Visitor Conditions, or otherwise act in a way that disrupts order and peace within the buildings and/or territory and/or use of the museum and/or of sites adjacent to Sound and Vision The Hague. The Guest and/or Client must leave the respective building and/or territory at Sound and Vision The Hague first request. If the Client and/or Guest does not comply with their obligations they have towards Sound and Vision The Hague for any reason in another way, Sound and Vision The Hague is entitled to suspend the Services (yet to be provided). Sound and Vision The Hague may only exercise these competencies if the nature and severity of the breach on the part of the Client and/or Guest give sufficient cause, in
the reasonable opinion of Sound and Vision The Hague.

4.3 Sound and Vision The Hague is always free to engage third parties to provide the Services.
4.4 When engaging third parties, Sound and Vision The Hague shall always work with care. However, Sound and Vision The Hague is not liable for damages resulting from failures on the part of third parties. Sound and Vision The Hague assumes, and if necessary hereby stipulates, that each assignment given to Sound and Vision The Hague by the Client also contains the authorisation to require, where necessary, liability limitations from third parties, partly on behalf of and on account of the Client.
4.5 Sound and Vision The Hague is entitled to make photographic and video materials of the Services it provides and to use them for promotional purposes, unless the Client and/or Guest indicates its objection to this to Sound and Vision The Hague before the Services are provided. The Client's and/or Guest's right to Article 25 of the Copyright Act is excluded.

5. Option right
5.1 An option right is a Client's right to unilaterally conclude the Agreement by simply accepting a valid offer made by Sound and Vision The Hague.
5.2 An option right can only be granted in writing. An option right may be agreed for a fixed period or indefinitely. The option right expires if the Client indicates that it does not wish to use the option right, or if the fixed period expires without Sound and Vision The Hague indicating that it has extended the period of the option right.
5.3 Sound and Vision The Hague cannot revoke an option right, unless another potential Client makes an offer to Sound and Vision The Hague to conclude an Agreement in respect of all or part of the outstanding Services under option. In such instances, the Client holding the option must be informed of this offer by Sound and Vision The Hague, after which the Client must indicate, within a period set by Sound and Vision The Hague, whether it wishes to use its option right. If the Client does not indicate within this period that it wishes to use the option right, the option right shall expire automatically and Sound and Vision The Hague is free to offer the reserved Services to another Client.

6. Making areas, rooms and/or territory available
6.1 If the services to be performed by Sound and Vision The Hague comprise making available one or more areas and/or buildings and/or territories, this commissioning is only intended for a short period.
6.2 The Client is not entitled to grant control of the areas and/or buildings and/or territory which Sound and Vision The Hague has granted the use of to the Client under the Agreement to third parties.
6.3 At the end of its use of the areas and/or buildings and/or territory the use of which has been given by Sound and Vision The Hague as part of the Services, the Client must leave these areas clean.
7. School visits

7.1 In this article, a school visit means: a Service to be provided by Sound and Vision The Hague comprising the provision of an activity or educational activity which is categorised as an education institution by the Ministry of Education, Culture and Science.

7.2 The Client guarantees Sound and Vision The Hague, and undertakes to ensure, that the pupils who are part of a school visit shall be chaperoned, in accordance with the Sound and Vision The Hague Visitors Conditions, and that the pupils shall behave in accordance therewith.

7.3 The Client who has concluded an Agreement with Sound and Vision The Hague which (partly) comprises a school visit is severally liable at all times for damages caused by the persons who are part of a school visit, in accordance with article 13 of these supply conditions.

8. Cancellations & No-Show

8.1 The Client is entitled to Cancel the Agreement by paying the Cancellation Cost.

8.2 If only part of the Agreement is Cancelled, the provisions of this article shall only apply to the Cancelled parts of the Agreement.

8.3 When Cancelling (part of) the Agreement, the following percentages of the Reservation Value apply (unless otherwise agreed in writing), which must be paid by the Client in case of Cancellation.

<table>
<thead>
<tr>
<th>Cancellation at 6 months or earlier</th>
<th>0%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cancellation between 6 and 3 months</td>
<td>10%</td>
</tr>
<tr>
<td>Cancellation between 3 and 2 months</td>
<td>15%</td>
</tr>
<tr>
<td>Cancellation between 2 and 1 month(s)</td>
<td>35%</td>
</tr>
<tr>
<td>Cancellation between 1 month and 14 days</td>
<td>60%</td>
</tr>
<tr>
<td>Cancellation between 14 days and 7 days</td>
<td>85%</td>
</tr>
<tr>
<td>Cancellation under 7 days</td>
<td>100%</td>
</tr>
</tbody>
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8.4 If a Client does not arrive within half an hour (30 minutes) from the starting time agreed with Sound and Vision The Hague for the beginning of agreed Services, the Client shall be deemed not to be using the services. The Client shall owe the Reservation value, unless Sound and Vision The Hague – at its discretion – wishes to nonetheless carry out the Agreement.

8.5 The provisions of article 13.6 of these supply conditions also apply to Cancellations and No-Show.

8.6 Subject to the following, Sound and Vision The Hague is entitled to Cancel an Agreement, unless otherwise agreed.

8.7 Sound and Vision The Hague shall at all times be authorised to dissolve an Agreement with immediate effect, without a notice of default being required and without being obliged to pay the
aforementioned amounts, if there are sufficient indications that the nature of the meeting to be held under this Agreement is of such a different nature than might be expected on the basis of an announcement by the Client or on the basis of the capacity of Client or Guests, that Sound and Vision The Hague would not have concluded the Agreement had it been aware of the actual nature of the meeting. If Sound and Vision The Hague uses this authority after the respective meeting has begun, the Client is bound to pay for the Services consumed until that point, though its obligation to pay for the residual Services expires. In such cases, remuneration for services consumed shall be calculated pro rata temporis.

8.8 Instead of exercising its authority under article 8.7, Sound and Vision The Hague is entitled to make further demands regarding the conduct of the respective meeting to which the Agreement relates.

9. Turnover guarantee & deposit
9.1 The Client shall owe Sound and Vision The Hague (at least) the Turnover guarantee for the provision of Services.
9.2 Sound and Vision The Hague is entitled to oblige the Client to pay a deposit to Sound and Vision The Hague. Deposits received shall be properly administrated and shall serve only as security for Sound and Vision The Hague, they are expressly not considered turnover. For greater security for Sound and Vision The Hague, it may request the Client’s cooperation in providing the details required, for the purpose of securing the deposit and the likelihood of retaining it is as far as possible.
9.3 Sound and Vision The Hague may recover from the deposit paid any amount that the Client and/or Guest owes or may owe to it for any reason whatsoever.

10. Corkage & food service charge
The Client is not permitted to consume food and/or drink they have brought themselves within the buildings and/or territory of Sound and Vision The Hague, unless agreed otherwise in writing. Sound and Vision The Hague may make permission to consume food and/or drink the Client has brought personally conditional, including charging the Client corkage and/or a food service charge.

11. Price & payment
11.1 Prices and discounts applied by Sound and Vision The Hague are the prices and discounts in force on the day the Agreement is created, unless Sound and Vision The Hague and the Client agree otherwise in writing.
11.2 Prices applied by Sound and Vision The Hague are exclusive of Value Added Tax (VAT), duties and any other levies applied by government bodies, unless Sound and Vision The Hague indicates otherwise in writing.
11.3 If the Client does not wish to agree with an increase in price and/or fees notified by Sound and Vision The Hague and this increase is of over 10%, the Client is entitled to terminate the Agreement in writing or cancel the Request within eight (8) days of notice being given, by the date stated in the notice.
11.4 Sound and Vision The Hague is entitled to charge the Client the remuneration for agreed Services at any time, including (in part) in advance or afterwards, unless otherwise agreed in writing.

11.5 All invoices by Sound and Vision The Hague must be paid by the means indicated by Sound and Vision The Hague without any right to discount and/or offset, within fifteen (15) days from the date of invoice or earlier as indicated by Sound and Vision The Hague unless expressly otherwise agreed in writing.

11.6 All costs relating to payment, including providing security and/or issuing a deposit, are on the account of the Client.

12. Non-payment

12.1 Once the period referred to in Article 11.5 of these supply conditions has lapsed, the Customer shall be in default automatically and without any notice of default being required. Only if the Customer is a natural person who does not carry out a profession or business (consumer), shall Sound and Vision The Hague issue a (one-of) notice of default to be heeded within a period of at least fourteen (14) days.

12.2 Sound and Vision The Hague is entitled to suspend Services for the Client as soon as the Client is in default of their payment obligations.

12.3 If the Client and/or Guest is in default of their (payment) obligation(s), Sound and Vision The Hague is entitled to confiscate any items which the Client and/or Guest has brought with them until the Client and/or Guest has met all of their (payment) obligation(s) to Sound and Vision The Hague. In such cases, as well as a right to interest, Sound and Vision The Hague also has a possessory pledge on the respective items.

12.4 If the Client and/or Guest continues to fail to make full payment of the claim, Sound and Vision The Hague may pass on the claim for collection, in which event the Client and/or Guest shall also be bound to refund Sound and Vision The Hague for all judicial and extrajudicial collection costs, including costs charged by external experts as well as legally-recognised costs connected to the collection of this claim or any other legal action whatsoever. Extrajudicial collection costs which Sound and Vision The Hague may charge in cases of late payment by the Client and/or Guest are:

(i) if the Client is a natural person not carrying out a profession or business (consumer): an amount calculated in accordance with the Extrajudicial Collection Costs Decree, or

(ii) if the Client is carrying out a profession or business: 15% of the amount owed on the first €2,500.00 of the claim, 10% of the next €2,500.00 of the claim, 5% of the next €5,000.00 of the claim, 1% of the next €190,000.00 of the claim and 0.5% of the remainder of the claim, up to a maximum of €6,775.00. At all times, extrajudicial collection costs shall never be less than €40.00.

12.5 The Client is never entitled to deduct (asserted) claim(s) against Sound and Vision The Hague from debts owed to Sound and Vision The Hague.

12.6 If the Client disputes the amount of the invoice, they must inform Sound and Vision The Hague of their objections in writing within fifteen (15) days of the date of invoice, failing which this right expires.

12.7 If the Client is a legal person and is affiliated with other legal persons in a group within the meaning of article 2:24b of the Civil Code, the Client is severally liable towards Sound and Vision The Hague for the payment of all current and future claims by Sound and Vision The Hague against other legal persons with whom the Client is affiliated in a group.
13. Liability & indemnity

13.1 Sound and Vision The Hague’s liability for indirect or consequential damage, loss of profit, losses arising from claims from third parties against the Client and/or Guest, damage due to missing a deadline or property damage due to destruction, damage or loss of businesses used by the Client and/or Guest in the normal practice of a profession or business, is excluded. In particular, Sound and Vision The Hague is not liable for any loss or damage, death, illness or bodily injury arising under, through, or in connection with the execution of the Agreement, save in cases of intent and gross negligence on the part of Sound and Vision The Hague.

13.2 Sound and Vision The Hague is not liable for damages of any kind suffered as a result of Sound and Vision The Hague acting on the basis of incorrect and/or incomplete information given by the Client when executing the Agreement, unless the incorrect or incomplete nature of the information was, or ought to have been, manifest to Sound and Vision The Hague.

13.3 Sound and Vision The Hague’s total liability is limited to the Reservation value, not including VAT, of the respective Agreement, or the amount that Sound and Vision The Hague’s liability insurance pays to Sound and Vision The Hague in the respective case.

13.4 Sound and Vision The Hague shall only be liable if the Client and/or Guest duly gives notice of default in writing to Sound and Vision The Hague within thirty (30) days after becoming aware of the alleged damage, stating a reasonable period in which to remedy the failure, and Sound and Vision The Hague continues to imputably fail to fulfil its obligations even after that period. Notice of default must contain as detailed a description as possible of the deficiencies.

13.5 The Client and Guest indemnify Sound and Vision The Hague and its staff from all claims from third parties, including the reasonable costs of legal aid which in any way are connected to or arise from activities carried out by Sound and Vision The Hague, save in cases of intent and gross negligence on the part of Sound and Vision The Hague.

13.6 The Client and the Guest and those accompanying them are severally liable for all damages suffered by Sound and Vision The Hague and/or any third party which arose/shall arise as a direct consequence of an imputable failure and/or illegal action, including breaches of the Sound and Vision The Hague Visitors Conditions, on the part of the Client and/or the Guest and/or those accompanying them, as well as all damages caused by any animal and/or any item which they own or are under their control.

14. Force majeure

14.1 If Sound and Vision The Hague is unable to meet its obligations towards the Client and/or Guest due to a non-imputable failure (force majeure), these obligations shall be suspended for as long as the circumstances force majeure persist or, if the provision of Services on the part of Sound and Vision The Hague is time-limited, these shall be deemed to be terminated without Sound and Vision The Hague being bound to pay compensation.

14.2 In relation to this, force majeure for Sound and Vision The Hague means all circumstances independent of the intent of Sound and Vision The Hague, including compliance with (the relevant part of) its obligations towards the Client and/or Guest being prevented, delayed, or becoming economically impossible meaning that Sound and Vision The Hague cannot reasonably be expected to comply with these obligations. Force majeure also refers to a failing on the part of Sound and Vision The Hague’s suppliers. If an instance of force majeure has lasted for longer than thirty (30) days, the parties are entitled to terminate the agreement by written
notice. Anything already provided as a result of the Agreement shall then be invoiced proportionally, without the parties owing one another anything.

15. Termination & dissolution

15.1 Sound and Vision The Hague may terminate the execution of its activities in whole or in part without further notice of default and without judicial intervention by means of written notice, if:

(i) the Client and/or Guest does not meet their (payment) obligation(s);
(ii) the Client suspends payments (temporarily or otherwise), or
(ii) the Client files for bankruptcy or their company is liquidated or terminated, or if the Client is a natural person, the Client applies to be admitted to the WSNP programme.

Sound and Vision The Hague shall never be bound to pay any compensation and/or to refund any payments made by the Client as a result of this termination.

15.2 In addition to the termination options referred to above in Article 15.1, Sound and Vision The Hague is entitled, after consultation with the local competent authority, to dissolve the Agreement out of court with immediate effect on the grounds of well-founded fears of disturbance to the public order. If Sound and Vision The Hague uses this authority, Sound and Vision The Hague shall not be bound to pay the Client any compensation.

15.3 If at the time the Agreement is dissolved or terminated the Client has already received performances in connection with the execution of the Agreement, these performances and the thereto pertaining payment obligations continue to exist unless Sound and Vision The Hague is significantly in default regarding these performances. Amounts for which Sound and Vision The Hague has invoiced prior to dissolution or termination in relation to performances already provided in connection with the execution of the Agreement shall continue to be owed and shall be directly claimable at the time of termination and/or dissolution.

16. Final provisions

16.1 The Client and/or Guest is not permitted to transfer its rights under its legal relationship with Sound and Vision The Hague or one or more obligations as a result thereof to third parties in whole or in part without the prior consent of Sound and Vision The Hague.

16.2 In the event of the nullity of one or more provisions of a legal relationship between Sound and Vision The Hague and the Client or in these supply conditions and/or Sound and Vision The Hague Visitor Conditions, the parties shall enter into consultations in order to agree on new provisions to replace the invalid or annulled provisions, considering as far as possible the purpose and purport of the invalid or annulled provision.

16.3 Legal relationships between Sound and Vision The Hague and the Client and/or Guest are governed exclusively by Dutch law.

16.4 Disputes between Sound and Vision The Hague and the Client and/or Guest shall exclusively be settled by:

(i) the competent court of The Hague, if and to the extent that the Client or Guest is carrying out a profession or business, or
(ii) the competent court at the Client’s or Guest’s place of residence, if and to the extent that the Client or Guest does not carry out a profession or business (consumer).