

TERMS & CONDITIONS – Postillion Hotels B.V.

Article 1: Definitions

1.1 Venue

The provider, in this case Postillion Hotels B.V. and/or its affiliated legal entities, namely Postillion Hotels B.V. and/or its affiliated legal entities, namely Postillion Hotel Amersfoort Veluwemeer, Postillion Hotel Arnhem, Postillion Hotel Deventer, Postillion Hotel Haren Groningen, Postillion Hotel Dordrecht, Postillion Hotel Utrecht Bunnik, Postillion Convention Centre WTC Rotterdam, Postillion Hotel Amsterdam and Postillion Convention Centre Amsterdam, who makes meeting or conference accommodation and/or additional services and/or hotel rooms (10 or more), and/or individual hotel rooms available, hereinafter referred to as: "VENUE"

1.2 Client

The person or legal entity who has concluded an agreement with VENUE with regard to meeting or conference accommodation and/or additional services and/or hotel rooms (10 or more), hereinafter referred to as: "CLIENT"

1.3 Guest

The (legal) person who has concluded an agreement with VENUE for individual hotel rooms, up to a maximum of nine per booking, hereinafter referred to as: "GUEST"

1.4 Booking Value

This is the predetermined total sum of fees payable for the availability of meeting or conference accommodation and/or the services to be provided, including products and/or services to be purchased from third parties, and/or the availability of hotel rooms (10 or more) and/or individual hotel rooms.

1.5 Partnership Agreement

A Partnership Agreement is a framework agreement for a certain period, concluded between VENUE and CLIENT, which includes all individual (specific) agreements and which individual agreements are at all times subject to the provisions of the Partnership Agreement.

1.6 Taxes

The quotation and/or agreement states if prices are inclusive or exclusive of VAT. Hotel tax, if applicable, is also specifically stated. No rights can be derived from the qualification made on this quotation and/or agreement about whether or not the VAT charged is deductible.

1.7 Terms & Conditions

The Terms & Conditions are taken to mean: these conditions.

Article 2: Applicability

2.1 Terms & Conditions

These Terms & Conditions apply to all Partnership Agreements and (specific) agreements concluded between VENUE and/or CLIENT and/or GUEST with regard to the availability of meeting or conference accommodation and/or the services to be provided, including products and/or services to be purchased from third parties, and/or the availability of hotel rooms (10 or more) and/or individual hotel room or the use of one of the services or products of VENUE

2.2 Partnership conditions

In the event that the specific partnership conditions set out in this Partnership Agreement, to the extent applicable, deviate from the Terms & Conditions in any way, the specific partnership conditions will apply.

2.3 Privacy Statement

When using the services of VENUE, sending an information request, subscribing for a newsletter, taking part in a promotion, using our digital services, submitting a job application or otherwise contacting VENUE, the personal data provided will be collected and registered by VENUE. VENUE is GDPR compliant. Further information about personal data can be found in our Privacy Statement.

2.4 Exclusion

The applicability of general or other conditions of CLIENT is explicitly rejected and excluded, unless VENUE explicitly agrees with (parts of) these latter conditions in writing in the agreement in question.

Amersfoort
Amsterdam
Arnhem
Bunnik
Deventer
Dordrecht
Rotterdam



2.5 Cooling-Off Period

For a period to be determined by VENUE (hereinafter referred to as “Cooling-Off Period”), VENUE can give CLIENT the opportunity to cancel the booking of the meeting or conference accommodation and/or additional services and/or hotel rooms (10 or more), without this resulting in costs for CLIENT.

2.6 Reduction of Cooling-Off Period

VENUE can reduce the (remaining) Cooling-Off Period to 24 hours, by sending CLIENT a notification. In all cases, VENUE can cancel the Cooling-Off Period with immediate effect, in which case no agreement is formed. In the latter case, VENUE will at the same time offer similar meeting or conference accommodation and/or additional services and/or hotel rooms (10 or more), in the course of which the original Cooling-Off Period, or the remaining part thereof, will be offered and applied.

Article 3: Formation of the agreement

3.1 Agreement

An agreement, whatever its title, is formed only after the explicit acceptance by VENUE. This explicit acceptance is evidenced by a written confirmation from VENUE, or the fact that it executes the agreement within 14 days. The obligations of VENUE never exceed those it has confirmed in writing.

3.2 (Specific) agreement

An agreement between VENUE and CLIENT may be formed in parts. The rights and obligations of the parties are laid down in the (specific) agreement. The (specific) agreement is formed by VENUE confirming the agreements between the parties in writing and sending this to CLIENT. In the event that the additional services are described in an appendix, the appendix - when sent later: from that moment onwards - is deemed to form part of the agreement.

3.3 Changes and adjustments

Changes or additions to the contents of the agreement, including the general terms and conditions it is subject to, are valid only when laid down and agreed in writing between VENUE and CLIENT.

3.4 Exhibitors and other participants

The provisions in these Terms & Conditions apply, to the extent applicable, for exhibitors and other participants of CLIENT. CLIENT is obliged to make the relevant provisions of these conditions available to its exhibitors in writing and to declare them applicable. CLIENT remains at all times fully responsible and (jointly and severally) liable towards VENUE for the (proper) fulfilment of these conditions by exhibitors and other participants. CLIENT indemnifies VENUE against all third-party claims ensuing from a violation of the agreement and/or these conditions by CLIENT, exhibitors and other participants.

Article 4: Payments

4.1 Bookings with a booking value of less than € 1,000.00 (one thousand Euros) must be paid directly upon arrival at the VENUE.

4.2 Deposit

Bookings with a booking value of € 1,000.00 (one thousand Euros) or more must be paid by deposit. In that case, payment must be made in accordance with the schedule set out below:

- after conclusion of an agreement, CLIENT must pay 10% of the Booking Value
- no later than six weeks before the booked date, CLIENT must have paid 50% of the Booking Value
- no later than two weeks before the booked date, CLIENT must have paid 100% of the Booking Value.
- Terms that deviate from those mentioned above can also be applied and are confirmed in writing.

4.3 Additional cost at location

Upon arrival VENUE can ask CLIENT for a credit card to guaranteed any additional cost at made at the VENUE. In case CLIENT does not give a credit card, additional cost occurred must be paid directly at the VENUE.

4.4 Payments afterwards by invoice and payment term or terms

Payments afterwards by invoice are only allowed when agreed within a Partnership Agreement (1.5) Payment of the Booking Value, plus other costs incurred, must be made within the agreed term or terms. If no term or terms have been agreed, payment must be made within 14 (fourteen) days of the invoice date.

4.5 Default

When the deposit schedule is not complied with, VENUE is entitled to suspend or cancel the agreement with immediate effect at its discretion and to deny CLIENT access to the meeting or conference accommodation and/or additional services and/or hotel rooms. In the event that the agreement is cancelled by VENUE, CLIENT owes VENUE cancellation costs in accordance with the cancellation provisions set out below.

When any payment term is exceeded, CLIENT owes VENUE interest of 2% per month on the amount due, subject to a minimum of € 113,45 per calendar month or a part thereof, without notice of default being required. All judicial or extrajudicial collection costs to be incurred by VENUE are also payable by CLIENT, subject to a minimum of 15% of the outstanding amount.

Article 5: Cancellations and/or changes

5.1 Cancellations

CLIENT is entitled to terminate (cancel) the agreement with respect to meeting or conference accommodation and/or additional services and/or hotel rooms (10 or more). Full or partial cancellation (including but not limited to changing the numbers) of the agreement by CLIENT must be effected in writing. To establish the cancellation costs, the date on which the written confirmation from VENUE was received is assumed. CLIENT owes VENUE the following amounts upon cancellation:

- | | |
|---|----------------------------|
| a. more than 90 days before the booked date | none |
| b. 61 to 90 days before the booked date | 25% of the Booking Value. |
| c. 31 to 60 days before the booked date | 50% of the Booking Value. |
| d. 15 to 30 days before the booked date | 75% of the Booking Value. |
| e. 14 to 0 days before the booked date | 100% of the Booking Value. |

CLIENT is entitled to cancel 2% of the number of participants free of charge up to 24 hours before the booked date (time of arrival).

5.2 Cancellation of individual hotel rooms

GUEST is entitled to terminate (cancel) individually booked hotel rooms (up to 9 rooms per booking). Full or partial cancellation of the agreement by GUEST must be effected in writing. Cancellations can be made free of charge up to 24 hours before arrival, unless otherwise agreed and confirmed in writing when the hotel room(s) was/were booked. If cancelled less than 24 hours before arrival, GUEST owes the booking value for the first night of the booked stay. Non-guaranteed hotel rooms will be kept available until 16.00 on the day of arrival.

5.3 No Show

If GUEST or the guest of CLIENT does not show up, the hotel room will be released at 2.00 on the next day and the booking value for the first night will be charged to GUEST or CLIENT.

5.4 Costs for third parties

In the event that CLIENT fully or partially cancels an agreement, CLIENT - if VENUE has used personnel, services or goods from third parties or has hired temporary staff for the execution of the agreement on the instructions of CLIENT - in addition to what it owes by virtue of cancellations, also has to pay the cancellation costs or compensation for other amounts (such as wages), which VENUE will owe these third parties.

Article 6: Force majeure

- 6.1** For VENUE, in the agreement, these Terms & Conditions and all other related or ensuing agreements, force majeure is taken to mean every event beyond the control of VENUE - even if this could have been foreseen when the agreement was formed - as a result of which fulfilment of the agreement is temporarily or permanently impeded, including but not limited to war, imminent war, civil war, riots, industrial strikes, fire and other serious disruptions in the business operations of VENUE, as well as the inability to fulfil the agreement as a result of failures by the persons and/or goods deployed by VENUE for the execution of the agreement. In the event of impediment to execute the agreement due to force majeure, VENUE is entitled to suspend the execution of the agreement without judicial intervention, or to fully or partly dissolve the agreement, without being obliged to pay any compensation.
- 6.2** CLIENT will in any case not be able to invoke force majeure on its part when important lecturers, trainers and/or chairmen of the day fail to appear, when visitor or participant numbers are highly disappointing, when the necessary permits are not obtained or similar circumstances. CLIENT is personally responsible for taking out insurance against such risks.

Article 7: During the stay

- 7.1 Equipment, etc.**
If CLIENT wishes to make use of audiovisual equipment, stands, lighting, decoration and pieces of scenery, computers, cables, etc. (hereinafter referred to as "equipment") within the framework of the agreement, VENUE will make this available and operate it to the extent possible unless agreed otherwise. They will be regarded as an additional service and included in the agreement. The use of CLIENT's own equipment or third-party equipment, as well as operating the equipment or having third parties operate the equipment is subject to the explicit and written consent of VENUE, failing which this is not permitted. Except in the case of intent or gross negligence, VENUE is not liable for any damage ensuing from the failure, functioning and/or use and/or operation of equipment made available by him and operated by or on behalf of him. VENUE is never liable for damage ensuing from the use and/or operation of equipment not made available by him.
- 7.2 Hire of other room**
VENUE is entitled to make available a similar meeting or conference room to CLIENT other than the one stipulated in the agreement.
- 7.3 Catering**
CLIENT is obliged to purchase (services with regard to) food and drinks (catering) from VENUE or from a third party to be appointed by VENUE. Every other form of catering requires the explicit and written consent of VENUE.
- 7.4 Subleasing**
CLIENT is not permitted to sublease (any part of) the hired accommodation to a third party or to use it for purposes other than those announced to VENUE in advance.
- 7.5 Permits**
CLIENT must apply for, obtain and present all permits in relation to the agreement or conference. CLIENT pays the costs for applying for and/or maintaining these permits. CLIENT indemnifies VENUE against third-party claims.
- 7.6 Performance rights**
CLIENT is responsible for securing performance rights and for paying the costs connected to that. CLIENT indemnifies VENUE against third-party claims.
- 7.7 Hire term**
VENUE is entitled to clear the hired accommodation when the term has expired.
- 7.8 Room layout**
The hired meeting or conference accommodation will be presented in the preferred layout, as set out in the agreement. This includes one layout conversion per day. Multiple and subsequent layout conversions will be regarded as an additional service and constitute additional costs.
- 7.9 Access**
VENUE is at all times entitled to deny individuals access.

7.10 Emergency exit

Emergency exits, emergency lighting, fire-fighting equipment and fire alarms should not be blocked, hidden from view or removed.

7.11 General power to give instructions

CLIENT is generally obliged to follow the instructions from (personnel of) VENUE with regard to using the hired accommodation.

7.12 Changes to the hired accommodation

7.12.1 Without the prior written consent of VENUE, CLIENT is not permitted to make changes to the hired accommodation or any other room of VENUE, to install large and/or heavy objects or to hang up decorations, signs or posters. The costs involved in hanging up and removing such objects are payable by CLIENT.

7.12.2 CLIENT is obliged to remove objects he has brought and to return the rooms and foyers used to their original condition at his own expense.

7.13 Nuisance or inconvenience

When using the meeting or conference accommodation and/or additional services and/or hotel rooms, CLIENT should not cause any nuisance or inconvenience for VENUE or third parties. CLIENT will ensure that third parties invited by him will not do so either.

7.14 House rules

CLIENT and/or his guests and GUEST are obliged to abide by the house rules of VENUE, which are available at Reception and on VENUE's website.

Article 8: Liability

8.1 VENUE is not liable for damage and/or losses incurred by CLIENT or third parties in connection with or as a result of failure to perform the agreement, failure to do so in time or to do so properly. This restriction does not apply if the damage can be attributed to intent or gross negligence on the part of VENUE or its managerial subordinates.

8.2 CLIENT indemnifies VENUE against all claims from third parties in connection with the agreement.

8.3 CLIENT will fully indemnify VENUE against all damage to objects and injury to persons that may ensue for VENUE, the personnel of VENUE or its operators from or as a result of the actions of CLIENT, his personnel, visitors of the accommodation or participants in the events organised there, or other persons for whom CLIENT has concluded the agreement with VENUE.

8.4 CLIENT indemnifies VENUE against third-party claims in relation to violations of copyrights and/or industrial property rights as a result of services to be provided by VENUE for CLIENT.

8.5 VENUE is not liable for the loss of property of CLIENT or property supplied by third parties on behalf of CLIENT.

Article 9: Duty of confidentiality

CLIENT is bound by a duty of confidentiality with regard to the contents of this or other agreements between CLIENT and VENUE and anything in relation to that. Both during the term of collaboration and after expiry thereof, CLIENT is not permitted to disclose or communicate the contents of this agreement or other agreements between CLIENT and VENUE to third parties, directly or indirectly, in any way, shape or form.

Article 10: Applicable law and disputes

The agreement between VENUE and CLIENT is exclusively governed by Dutch law. All disputes ensuing from or in relation to the agreement to which these conditions apply or the relevant conditions itself and the interpretation or execution thereof, both of a factual and legal nature, which may arise between the parties, will be exclusively settled by the competent civil judge at the district court in Amsterdam. All this applies unless and insofar as mandatory rules of territorial jurisdiction would preclude this choice.