Article 1. General

1. All offers or quotations made by and agreements entered into by Eindhoven University of Technology, hereinafter referred to as TU/e, for rental of premises, provision of services and/or performance of work and all legal relationships between TU/e and its counterparties shall be governed solely by these General Conditions. Any deviations there from shall be valid only if expressly agreed in writing.

2. These conditions shall also be applicable to any services provided or work performed during the execution of the agreement over and above what was originally agreed.

3. By entering into an agreement the counterparty indicates his acceptance of these General Conditions. The most recent valid version of these General Conditions shall be considered to be applicable to all following agreements.

4. Any contrary conditions of the counterparty and/or of third parties are rejected, except when expressly stated otherwise in writing by TU/e.

Article 2. Offers and options

1. TU/e may entirely without obligation grant the counterparty an option on the facilities offered by TU/e. In such a case TU/e will make an offer stating the period of validity of the option. The maximum period of validity is 30 days, except if expressly agreed otherwise in writing. The offer as originally made shall lapse if before the expiry of the option the counterparty does not indicate his intention not to make use of the facilities offered by TU/e.

2. All offers shall be without obligation. Any images, drawings, descriptions, specifications and other information contained in offers, order confirmations, catalogs, brochures etc. issued by TU/e shall be considered only as a general indication of the premises to be rented, services to be provided and/or goods to be supplied by TU/e, and any details given shall in no event be binding.

3. In case of composite offers or quotations, TU/e shall be under no obligation to perform any individual part of the agreement at a corresponding proportion of the total offer price.

4. Orders to provide facilities for meetings in the broadest sense of the word shall, if the price is agreed to be dependent on the number of participants and this number is provisionally specified on placing the order, be accepted only subject to the condition that the counterparty notifies TU/e of the correct number of participants at least 5 working days before the date of the event. TU/e shall be entitled to require written notification of the number of participants.

Article 3. Reservation and agreement

1. Reservations may be made by telephone, in writing – including e-mail or other electronic means – or at the Conference Office.

2. A reservation made by a counterparty shall be considered to be an application to enter into an agreement.

3. TU/e may at all times and for any reason whatsoever decline to enter into an agreement.

4. The agreement shall take effect only after written confirmation of the reservation by the counterparty within the applicable period, being the period referred to in the offer or quotation as described in Article 2 para. 1 of these General Conditions.
Article 4. Prices

1. Prices quoted by TU/e shall be provisional. The final price or prices shall be determined at the time at which the agreed services or goods are provided.

2. Prices for provided catering services, whether complete or otherwise, shall be calculated on the basis of the number of persons as specified by the counterparty. The conditions of payment as specified in Article 5 shall be applicable. If the order is not placed on the basis that it is subject to the number of participants, any additional consumption shall be charged to the counterparty afterwards. If the counterparty fails to comply with the obligation to specify the number of participants in accordance with Article 2 para. 4, TU/e shall be entitled to calculate the price on the basis of the provisionally specified number of participants.

3. TU/e shall be entitled to pass on to the counterparty price increases arising after entering into the agreement. Such increases shall be based on the price index as published by CBS (Statistics Netherlands) for family expenditure or any other price index figure.

4. TU/e reserves the right to charge the counterparty for additional work, services, facilities or accommodation which were not included in the agreement.

Article 5. Conditions of payment

1. All amounts stated in offers, quotations, agreements and/or invoices are in principle inclusive of VAT, but exclusive of legally applicable surcharges, unless stated otherwise.

2. The counterparty is liable to pay the price(s) stated in the agreement or, if the agreement was entered into more than three months before the date of the services to be provided under the agreement, the price(s) applicable on the date on which the services are provided. Changes in the applicable VAT rate shall in all cases be charged to the counterparty.

3. TU/e reserves the right to require an advance payment, interim payment or payment of a deposit by the counterparty.

4. Unless otherwise agreed, payment is due within thirty days of the date of the invoice, without entitlement to discount, credit or suspension.

5. If and insofar as payment is not made within the agreed period, the counterparty shall be considered in breach of his legal obligations without the need for formal notification of default.

6. Revocation or cancellation of an agreement shall not suspend the liability to payment of the counterparty.

7. Complaints which are under consideration, probable cancellation or the submission or recognition of a complaint shall not suspend the liability to payment of the counterparty.

8. The counterparty shall not be allowed to make any settlements of other amounts against amounts payable.

9. If the counterparty is in default, he will be liable to pay TU/e all costs of recovery, whether associated with legal action or otherwise. Costs not associated with legal action shall be a minimum of 15% of the original amount payable with a minimum of € 75.00, all subject to the applicable rate of VAT.

10. If payment of an invoiced amount has not been received within thirty days of the invoice date, TU/e shall be entitled to charge the counterparty the legal rate of interest plus 2% as compensation for interest loss, such amount to be chargeable from the invoice date over the total amount of the invoice.

11. Regardless of any instructions given or remarks made by the counterparty on payment, all payments received shall be considered as payments against the amount payable by the counterparty to TU/e in the following order:
   1. The costs of enforcement;
   2. The costs of recovery, whether associated with legal action or otherwise;
   3. The costs of any losses or damages sustained by TU/e;
   4. The original amount payable.
12. Payment shall be in euro. If TU/e agrees to accept foreign currency, this will be at the exchange rate applicable at the payment date. For payments in foreign currency, TU/e shall be entitled to charge administration costs of a maximum of 10% of the amount paid in foreign currency. TU/e can effect such an administration charge by adjusting the applicable exchange rate by a maximum of 10%.

Article 6. **Use of rented premises and facilities**

1. The rented premises and any rented equipment are assumed to be received by the counterparty in good condition, without visible defects and in good working order, except if the counterparty notifies TU/e of any defects within one hour of the start of the rental period.

2. The counterparty shall be obliged to use the rented premises and equipment only for the purpose for which the agreement with TU/e is entered into and of which purpose TU/e has been advised.

3. The counterparty shall be obliged to supply the TU/e a floor-plan with details for approval. The maximum number of visitors will be determined on the basis of this floor-plan.

4. The counterparty shall indemnify TU/e against the actions of all persons who at his invitation or otherwise because of any relationship they may have with the counterparty are in or in the vicinity of the premises or part of premises rented by TU/e to the counterparty. The counterparty shall be liable to compensate TU/e for any and all damages caused by any of these persons, of any kind whatsoever and however caused, any rights or claims which TU/e may have against those persons remaining undiminished.

5. The counterparty shall observe all house rules and order maintenance measures of TU/e. The counterparty shall comply with instructions given by staff of TU/e.

6. The counterparty shall be obliged to comply with any instructions given by the Commander of the Fire Service and/or the person responsible for rental/management of the rented premises in relation to (fire) safety in those premises. Any costs related to these instructions will be for the counterparty.

7. Smoking is prohibited in all TU/e buildings.

8. The counterparty may only use his own equipment or equipment rented by him in the premises rented from TU/e if permission to do so has been granted in writing by the person responsible for rental/management of the premises. The equipment referred to here may in no event be connected to the equipment of the person responsible for rental/management of the premises, with the exception of connections to the mains power supply, except if permission to do so has been granted by the person responsible for rental/management of the premises and if the connection is carried out by a member of the staff of the latter. An exception is made for the use of the counterparty's own laptop computer, for example to give a presentation.

9. The counterparty shall not be allowed to provide, sell or cause to be sold any food or beverages in the premises rented from TU/e, other laws and regulations remaining undiminished. Any food or beverages may be provided only by the TU/e catering service.

10. Use of the premises rented from TU/e shall be in accordance with the policy of TU/e in relation to rental of premises. Use of the premises rented from TU/e shall therefore present no risks or threat of risks to TU/e, for example in the areas of public order, safety and security, or the good name, reputation and image of TU/e.

11. Advertising, displaying slogans, announcements or similar messages and/or decorations in or on the premises or on the TU/e campus shall not be allowed without the permission of TU/e and/or the person responsible for rental/management of the premises.

12. The counterparty shall be obliged to state explicitly in any advertising or announcements in whatever form that he is the organizer of any events or meetings to be held in the premises rented from TU/e. In doing so the counterparty shall not be allowed to state, to cause to be stated or to create the impression that TU/e is the (joint) organizer, any infringement to be subject to a penalty of twice the agreed rental fee to be directly payable by the counterparty to TU/e without recourse to a court of law. The counterparty shall further in case of infringement of the above be liable to compensate TU/e for any (consequential) damages that it suffers as a result. The above provisions may only be departed from if permission is granted in writing by TU/e and under conditions to be defined by TU/e.
13. For the reassembling of the premises the counterparty is obliged to purchase the services of the cleaning 
service hired by the TU/e.
14. The counterparty is obliged to purchase all cleaning facilities of the cleaning service hired by the TU/e before, 
during and after the event. Some cleaning activities are compulsory during and after events.
15. The person responsible for rental/management of the premises and all those acting in the service of or on the 
instructions of the latter shall at all times have access to all TU/e premises and facilities.
16. TU/e shall be obliged to ensure that the counterparty is able to make use of the premises and facilities as stated 
in the agreement during the period or periods as stated in the agreement. TU/e shall be entitled to charge the 
counterparty for any use of the premises and facilities outside the agreed periods.
17. The above obligation of TU/e shall not apply in case of force majeure within the meaning of Article 11 of these 
General Conditions and/or if the agreement is cancelled or revoked.
18. After use, but in any case within the agreed rental period, the premises shall be handed back to TU/e in the 
same condition as before use by the counterparty.
19. TU/e reserves the right to charge the counterparty for any necessary cleaning or repair costs or the costs of any 
damage to premises and facilities caused by the counterparty or by persons admitted by him to the premises.
20. TU/e shall be entitled to require the counterparty to take out third-party liability insurance for the event or 
meeting to be held in the premises rented from TU/e to cover any damage to the premises, to TU/e or to 
equipment, furniture and fittings in the premises.
21. The counterparty shall be fully responsible for payment of any applicable copyright, reproduction rights and 
performing rights including payments to performing rights organizations such as BUMA, SENA, STEMRA etc. in 
relation to the event organized by the counterparty. This provision shall apply regardless of whether the event is 
held on the basis of rental or payment of a one-off fee and regardless of whether a charge is made for 
admission. The counterparty shall indemnify and hold TU/e harmless for any claims made by third parties in 
relation to copyright, reproduction rights and performing rights whether with or without recourse to legal action.
22. The counterparty may use the parking facilities for the applicable rates. The TU/e cannot guarantee the 
availability of parking spaces.
23. The counterparty will stick to all traffic rules on the TU/e campus.

Article 7. Changes and rebookings
1. Requests by the counterparty to make any change or rebooking must be made in writing together with all 
documents relating to the agreement.
2. Changes in an agreement or rebookings are only possible if the circumstances permit.
3. TU/e reserves the right to charge the counterparty for any costs arising out of any change or rebooking made at 
the request of the counterparty.
4. TU/e shall be entitled to make a different room and/or facility available from what was originally agreed, except 
when such a change would clearly be deemed to be unreasonable and subject to severe objections by the 
counterparty. In the latter case the counterparty shall have the right with immediate effect to terminate the 
agreement to which the wish of TU/e as referred to here, relates. Any such termination shall have no effect on 
the obligations of the counterparty under other existing agreements. If TU/e saves costs as a result of the above 
by making available different premises and/or facilities from what was originally agreed, the counterparty shall 
be entitled to the amount saved. In all other respects TU/e shall in no event be liable to pay any form of 
compensation.

Article 8. Cancellation
1. The counterparty shall not be entitled to cancel an agreement except if it irrevocably offers to pay the amounts as stated below. All cancellations shall be deemed to comprise such an offer. Such an offer shall be deemed to be accepted if it is not immediately rejected by TU/e.

2. Notice of cancellation by the counterparty must be given in writing together with all documents relating to the agreement. The counterparty shall not be entitled to derive any rights from a verbal cancellation.

3. These General Conditions shall remain applicable in full in case of a cancellation.
4. If a cancellation is made after the start of the period of notice for cancellation, or in case of No-show, the costs stated in the agreement(s) together with the expected value of sales, as well as the costs of staff, equipment and other consequential costs, hereinafter referred to as the reservation value, may be charged either wholly or partially to the counterparty.

5. If not all the agreed premises and/or facilities and/or services are cancelled, the provisions as stated below shall apply pro rata to the cancelled premises and/or facilities and/or services.

6. The counterparty shall in all cases fully reimburse TU/e for any cost commitments to third parties in relation to the cancelled agreement which TU/e has already entered into at the time of cancellation, provided that TU/e has not acted unreasonably in entering into these commitments. The amounts concerned shall be deducted from the reservation value as referred to in the provisions stated below.

7. If no periods of notice for cancellation are stated in the agreement, the periods and payment liabilities as stated below shall apply:
   a. On cancellation more than 3 months before the date on which under the agreement the first service is to be provided, hereinafter referred to as 'the starting date', the counterparty shall not be obliged to make any payment to TU/e.
   b. On cancellation more than 2 months before the starting date, the counterparty shall be obliged to pay 15% of the reservation value to TU/e.
   c. On cancellation more than 1 month before the starting date, the counterparty shall be obliged to pay 35% of the reservation value to TU/e.
   d. On cancellation more than 14 days before the starting date, the counterparty shall be obliged to pay 60% of the reservation value to TU/e.
   e. On cancellation more than 7 days before the starting date, the counterparty shall be obliged to pay 85% of the reservation value to TU/e.
   f. On cancellation 7 days or less before the starting date, the counterparty shall be obliged to pay 100% of the reservation value to TU/e.

Article 9. Cancellation by TU/e

1. TU/e shall be entitled to cancel the agreement because of force majeure. Force majeure shall be deemed to mean any foreseeable or unforeseeable circumstances that have the effect of impeding the performance of the agreement by TU/e to such an extent that such performance is in reason impossible or subject to severe objections. Such circumstances shall also be deemed to apply if they affect persons and/or services and/or organizations which TU/e wishes to make use of in the performance of the agreement as well as everything that may be regarded by the third parties referred to above as force majeure or reason for suspension or cancellation. Where possible TU/e shall under the same conditions offer the counterparty replacement premises for the agreed period or otherwise shall offer the agreed premises for an alternative period.

2. In the situation referred to in paragraph 1, the counterparty shall have the right to reject the alternative offered by TU/e. Such a rejection shall be notified in writing to TU/e no later than 1 week after receiving the offer. In the absence of such a rejection, the offer shall be deemed to be accepted.

3. TU/e shall at all times have the right to cancel the agreement in case of any (threatened) breach of its house rules or (threatened) breach of its policy in relation to rental of premises. In any such case TU/e shall not be liable to payment of any costs or compensation to the counterparty.
Article 10. Liability

1. TU/e accepts no liability for any damage sustained by the counterparty or by persons who at the invitation of the counterparty or otherwise because of any relationship with the counterparty are in or in the vicinity of any part of the premises rented from TU/e by the counterparty, as a result of theft, loss of or damage to property except if such loss or damage is the direct result of gross negligence of TU/e or persons acting in the service of TU/e.

2. The counterparty undertakes to behave appropriately and to use all property rented from TU/e or otherwise made available carefully, and to hand it back to TU/e after the rental period in the same condition as that in which it was received, with the exception of consumable items.

3. The counterparty shall be liable for any damage to this property arising during the performance of the agreement or at any other time at which the property concerned was available for use by the counterparty.

4. The counterparty shall be fully responsible for the health and safety of its participants and/or guests. The counterparty undertakes to comply with all applicable ‘Arbo’ (occupational health & safety) regulations and legislation. This includes compliance by the counterparty with the rules and instructions given by the commander of the fire department in case of an emergency followed by an evacuation alarm.

Article 11. Force majeure

1. Force majeure resulting in TU/e not being responsible for any shortcoming in the performance of the agreement shall be deemed to mean any foreseeable or unforeseeable circumstances that have the effect of impeding the performance of the agreement by TU/e to such an extent that such performance is impossible or subject to severe objections.

2. Such circumstances shall also be deemed to apply if they affect persons and/or services and/or organizations which TU/e wishes to make use of in the performance of the agreement as well as everything that may be regarded by the third parties referred to above as force majeure or reason for suspension or cancellation, including shortcomings in performance by those third parties.

3. If one of the parties to an agreement is unable to comply with any obligation arising out of the agreement, he shall be obliged to notify the other parties without delay.

Article 12. Disputes

All agreements between TU/e and the counterparty, all offers or quotations issued by TU/e and all disputes arising between the parties shall be subject solely to Dutch law and shall be placed solely before the competent court of law in ’s-Hertogenbosch. Disputes shall be deemed to arise as soon as one of the parties notifies the other in writing to that effect.