

General terms and conditions events Nieuwe Veste

Nieuwe Veste is an organization that contributes to personal development and social functioning through its knowledge and experience in the field of language and creativity development. In doing so, we use art for a fresh look at the world around us.

These general terms and conditions apply to every agreement between the customer and Nieuwe Veste. The customer is understood to mean any person or legal entity that enters into an agreement with Nieuwe Veste in any way, directly or indirectly.

In these general terms and conditions, 'services' means: all services provided to the customer by Nieuwe Veste and/or third parties engaged by it, including the organization of events in the broadest sense of the word, as well as all other services provided by Nieuwe Veste (read: NV) work performed for the benefit of the customer, of whatever nature, performed in the context of an assignment.

Definitions:

- Agreement: business relationship between two or more persons
- Customer or client: party with whom an agreement is entered into
- Quotation: A quotation is a price proposal when entering into an agreement.
- Work: Actions performed for the customer in the context of an assignment or other agreement with Nieuwe Veste
- Reservation conditions: conditions that determine what the conditions are in case of cancellation

Article 1: Quotations and payment conditions

- 1.1. All quotations from Nieuwe Veste are without obligation, unless expressly stated otherwise in writing.
- 1.2. Period of validity: 30 days
- 1.3. The agreement: When the customer gives an order to NV, NV will confirm this in writing. This contains the costs already calculated in the quotation and the agreements arising therefrom. From that moment on, the agreement can only be reversed by cancellation. As mentioned in Article 3.
- 1.4. If the customer makes notes or comments on Nieuwe Veste's agreement, they will not form part of the agreement, unless Nieuwe Veste confirms this in writing.
- 1.5. The invoice will be sent to the client afterwards with a payment term of 14 days, which is a deadline.

Article 2: Changes and numbers

- 2.1. Changes to the agreement must at all times be communicated to NV by the customer in good time and in writing.
- 2.2. If an amendment to an agreement entails an extension of the costs, the additional costs will be charged at the then applicable rates.
- 2.3. The customer must inform Nieuwe Veste of the final number of guests no later than **5 working days** before the start of the event.
- 2.4. NV would also like to receive the wishes of the customer regarding possible technical support and/or audiovisual resources no later than **10 working days** before the start of the event.
- 2.5. It is not allowed to deviate more than 5% from the previously agreed visitor numbers.
- 2.6. If there are additional costs due to changing visitor numbers, these costs will be charged by NV.

Article 3: Cancellation

- 3.1. The customer can cancel the agreement by written notification to Nieuwe Veste via events@nieuweveste.nl.
- 3.2. In case of cancellation **6 to 2 months before the intended time of the event, you are bound by 0%** of the reservation conditions to Nieuwe Veste. In case of cancellation from **2 months to 7 days before the start date, 60%** of the agreed amount will be charged. If canceled within **7 days before the start date, 80%** of the agreed amount will be charged.

Article 4: Prices and term of payment

4.1 All prices are exclusive of taxes, unless stated otherwise.

4.2 Costs incurred by third parties that are directly related to the event, catering and/or technical facilities are always charged directly to the customer, unless otherwise agreed.

4.3 Payment term: In the case of billing based on subsequent calculation, billing takes place monthly, unless otherwise agreed in writing.

Article 5: Damage – liability

5.1 Nieuwe Veste is not responsible for the equipment and/or audiovisual equipment that the customer brings with him. If the customer and/or a third party destroys equipment from Nieuwe Veste and/or hired materials or causes damage in any other way or if there is evidence of theft, it is obliged to compensate Nieuwe Veste for the resulting damage.

5.2 Nieuwe Veste is not liable for damage resulting from activities carried out at or by partner companies.

Article 6: Force majeure

6.1 In case of force majeure, NV has the right to suspend the execution of the assignment or to cancel the order to dissolve the agreement without the customer being able to assert any right to compensation on that account of costs.

6.2 Force majeure means circumstances that prevent the execution of the agreement and which are not attributable to NV. This will also include: strikes in other companies other than those of the NV, weather conditions, government measures, failure to obtain the necessary permits, diseases, epidemics, quarantines and general transport problems.

Article 7: Execution

7.1 The agreement is entered into for a definite period of time and will end by operation of law upon completion of the services, unless expressly agreed otherwise.

7.2 Nieuwe Veste will make every effort to perform the services with due care.

7.3 Nieuwe Veste can use partner companies. This means that they must comply with the applicable regulations of Nieuwe Veste. With regard to the implementation of activities by partner companies the rules and conditions of the partner companies apply.

7.4 Nieuwe Veste provides the entire catering, including drinks. The customer is not entitled to bring its own caterers and/or food products.

7.5 The General Terms and Conditions of Koninklijke Horeca Nederland apply to the catering.

Article 8: intellectual property rights

8.1 All designs, models, concepts, scripts, drawings, sketches, schedules, samples, models, tools, etc. used by NV will remain, even if they are handed over to the customer stated mentally and/or physically, property of NV. And may therefore, subject to the foregoing written permission from NV, be used for no other purpose than the performance of the agreement between NV and customer.

8.2 Customer guarantees to respect intellectual property rights of third parties. If NV by acting and/or omission of the customer infringes intellectual property rights of third parties, the customer will safeguard NV against this.

8.3 NV is entitled to make sound, photo and/or video recordings of the event, unless customer expressly stipulated otherwise in writing. Sound, photo and/or video recordings of the event may be used by NV without the prior consent of the customer in internal and external communications, unless agreed otherwise in writing.

Article 9: final provision

9.1 Changes to these general terms and conditions are reserved.

9.2 Changes to the general terms and conditions are made by the director of NV or a person appointed by him/her responsible.

9.3 In the event of major changes to the terms and conditions, an announcement about this will be made at least one month before the date of entry into force of the change in a clear place at the Nieuwe Veste headquarters, Molenstraat 6, Breda announced.

9.4 Until the conditions are changed, these conditions remain valid, unless legal measures one or more void items.

9.5 Additional terms and conditions may apply to some products or services. See www.nieuweveste.nl for all additional conditions or contact NV.

9.6 All these general terms and conditions, as well as any disputes arising from them, are governed exclusively by Dutch law applicable. All disputes regarding these terms and conditions will be submitted exclusively to the competent judge of the District Court of Zeeland-West-Brabant, Breda location.

Version 31-01-2023