



General terms and conditions

1. General

These general terms and conditions are applicable to the agreement between A'DAM Six Senses B.V. (hereinafter also referred to as: 'A'DAM Events', 'we', 'us', 'our') and the principal. All assignments conferred on A'DAM Events within the framework of (the organisation in the widest sense of) events and all contracts and proposals in that framework are subject to these terms and conditions. In the event of contrariety, different specific contract clauses take precedence over these terms and conditions.

2. Offers/agreements

All offers by A'DAM Events are without obligation at all times. The prices in the offers are valid for as long as stated in this offer and are only valid for the offer in question. Price rises in raw materials, wage costs, excise duties, rents, as well as any related counting errors, that occur after proposal, can then be changed, charged on, or rectified by A'DAM Events. The assignment is (only) binding for A'DAM Events and an agreement (only) exists as soon as a written reservation (hereinafter also to be referred to as: the 'definitive reservation') drawn up by A'DAM Events and signed by the principal has been received by A'DAM Events, whereby only A'DAM Events may also designate a different (e.g. sent by e-mail) unequivocal message from the principal as a definitive reservation. That definitive reservation will also state the total contract sum, divided into use of location costs, related costs, catering costs and technology. If that total contract sum has not yet been offered, or not yet agreed, the total contract will be concluded as soon as possible thereafter.



3. Turnover tax

3.1 All our prices exclude turnover tax.

3.2 In accordance with article 6b and 6f of the Dutch VAT Regime, VAT will be charged at the place where the rental services and restaurant and catering services are physically carried out. The reverse charge mechanism is not applicable to both business and non-business customers. Customer is responsible for claiming the VAT refund from the tax authorities in his/her country of business or through the Dutch tax office in Heerlen, whichever the case may be.

4. Image and music rights

All our offers, proposals and agreements exclude any image and music rights. Unless agreed otherwise, the principal is itself responsible for the payment of these image and music rights.

5. Changes, charging on

If, after the definitive reservation, the principal wants to change, add or interpret differently any programme element of the agreed event, the resulting extra costs which have not been factored into the reservation, proposal, or total contract, will be charged on to, and will have to be paid by, the principal. Wherever possible these changes will be confirmed in writing.

6. Payment conditions

After the definitive reservation of a date, the principal will be required to make down payments. To cover these amounts, we recommend that the principal takes out events insurance on all occasions.



1st payment deadline: immediately after definitive reservation the principal will receive an invoice for 90% of the total event costs. This amount of the event costs must be paid within 14 days after the invoice date.

If that invoice is not paid in full on time, or the required bank guarantee has not been provided, we will cancel the event, in which case the principal will not be able to claim reimbursement of any loss or damage nor any payment under any title. We are not bound by any notification, related to the lapse of the reservation as a consequence of the non-payment/non-provision of the bank guarantee.

2nd payment deadline: the principal will be sent the 2nd invoice immediately after the event. This invoice will be for the next 10% of the total contract sum (100% in total). This invoice must be paid within 14 days after the invoice date.

If the final invoice has not been paid by the agreed deadline, 2 (two) percent interest will be additionally charged on the invoice amount for each month that this deadline is exceeded. If the invoices are paid during the course of a period, late payment interest will still be charged and will have to be paid for the entire period.

7. Catering costs

Catering costs are referred to in our offers, proposals, etc. excluding the statutory (for end users) non-refundable turnover tax. The turnover tax is to be specified on the final invoice according to high and low rate. Unless explicitly agreed otherwise in writing, catering costs will be offered and invoiced on the basis of buyout.



8. Payment responsibility

In the event of there being more than one principal, each of the principals will be jointly and severally liable vis-à-vis A'DAM Events for full payment of the invoice amount.

9. Extra costs

Extra costs may be charged on national holidays, such as Christmas.

10. Loss, damage and other complaints

Any comments and observations with regard to the event must be communicated to the production manager or the relevant hospitality manager during, or immediately after, the event. Comments and observations communicated later will have no effect.

The principal must comply with observations and comments by the staff of A'DAM Events and leave the space(s) in the same state as they were found.

If goods which have been leased from third parties and made available by A'DAM Events or its suppliers go missing or are damaged, the principal must pay the amount required to replace the goods in question to A'DAM Events or its suppliers, except in the event of intent or gross negligence on the part of A'DAM Events or its suppliers and the principal indemnifies A'DAM Events against third-party claims relating to any resulting damage.

A'DAM Events can never be held liable by the other party for any loss or damage, of whatever kind and irrespective of the cause, except in the event of clear intent and/or gross negligence on the part of A'DAM Events or its managers. If and insofar as A'DAM Events is liable in any way, for whatever reason, this liability will always be limited to the amount invoiced to the other party by A'DAM Events on



account of the assignment in question at that point in time or, if this has not yet happened, the amount to be invoiced in this matter.

Any loss or damage by A'DAM Events which arises as a consequence of violation of any aspects of what has been agreed by the principal or third parties engaged by the principal are for the principal's account.

The principal guarantees that there will be no exterior noise nuisance (which exceeds the permit limits) while the event location is being used, unless written permission has been granted in advance by A'DAM Events.

The principal indemnifies us against any claim on account of the Chain Liability Act [*Wet Ketten Aansprakelijkheid*], and the principal guarantees that it will fulfil all its statutory obligations in this respect.

Unless we have given our prior written permission, the principal will not make any changes to the equipment of A'DAM Events. It is therefore not permitted to hammer nails, or drill into floors, ceilings, walls, columns, etc. Nothing may be pasted or attached in the leased space and/or space(s) given in use in any way, unless A'DAM Events has given its written permission to do so and the attachment materials to be used have been approved in advance. It is not permitted to release balloons and/or scatter rice or confetti unless A'DAM Events has given its prior written permission.

A'DAM Events is entitled to have any observed damage to walls, floors, etc. in the leased space(s) and the goods present therein repaired at the principal's expense, insofar as the damage arose while the space(s) in question was/were being used by the principal or is directly related thereto.



The use of fire, gas bottles and smoke effects is strictly forbidden throughout the entire event location. A'DAM Events must be consulted beforehand with regard to the use of candles, fireworks, etc.

The principal must comply with the regulations stipulated by the fire brigade at all times. In the event of a violation of fire brigade regulations, the principal will be obliged to pay for any resulting loss or damage.

By no later than three weeks prior to the event, the principal must submit a detailed plan (preferably a map) to A'DAM Events for approval. If conditions are stipulated on the grounds of fire brigade regulations, the costs incurred as a consequence are for the principal's account. All materials to be used must have been impregnated, as shown by a certificate, with assessments taking place on the basis of fire safety standard: NEN/ISO 6941 (or 6065/1722 standard), fire class 2.

Before and during an event, the principal must take measures that are necessary with a view to compliance with these general terms and conditions to prevent noise nuisance and to prevent loss or damage for A'DAM Events.

The principal must observe the maximum permitted number of guests imposed by A'DAM Events. This maximum will depend on the nature of the activity and will be clarified in more detail by A'DAM Events on a case by case basis.

11. Cancellation of definitive reservation

The principal is entitled to cancel a definitive reservation by a necessary written notification to A'DAM Events, in which case the principal is obliged to make the following payments to A'DAM Events:



In the event of cancellation up to 3 months before the event: 50% of the total contract sum;

In the event of cancellation from 3 months up to 1 month before the event: 75% of the total contract sum;

In the event of cancellation within 1 month before the event: 100% of the total contract sum.

A'DAM Events is entitled to set off the payments owed by the principal against the down payments received from the principal.

12. Permit

If external permits are needed in order to put on an event, the principal will be responsible for obtaining these permits, unless agreed otherwise in writing.

13. Guaranteed number of guests

A'DAM Events will regard the number of guests referred to in the definitive reservation or in the total contract as the guaranteed number for the event in question.

The guaranteed number can be changed up to 7 days before the date of the event. During that period the following will apply: A change of more than 10% in the number of guests is impossible. If, within that 10% margin, the number of guests is reduced during that period compared to the guaranteed number, the amount based on the guaranteed number will continue to be payable by the principal. If, within the 10% margin, the number of guests is increased during that period compared to the guaranteed number, A'DAM Events will do everything it can to adapt the numbers to the desired number. However, it will not be subject



to a result obligation, but only a duty of best endeavours. The changed number will then be binding for the invoice.

It will no longer be possible to make any changes at all to the number of guests during the period of fewer than 7 days before the event.

14. Disabled access

In the A'DAM Tower we have 6 passenger lifts. These can all be used by people with disabilities.

15. Accessibility and parking

The A'DAM Tower has 200 paid parking spaces in the underground car park. This is a public parking space so A'DAM Events cannot guarantee spaces. If spaces are available, parking tickets can be reserved for a fee by the principal. These costs will be charged by the principal via an invoice.

16. Animals

Animals other than the guide dogs are not permitted inside A'DAM Events locations.

17. Permit

The principal is responsible for obtaining any external permits required in order to put on an event, unless agreed otherwise in writing.

18. Force majeure

In the event of demonstrable force majeure, A'DAM Events can, after notifying the principal, wholly or partially cancel the execution of its work. In any event the following are force majeure situations:



- Government regulations and requests that have to be complied with.
- Mobilisation, war, civil unrest, terrorism.
- Day of national mourning.
- Natural disasters.
- The non-fulfilment, late or improper fulfilment by a third party, on whom A'DAM Events is dependent for the execution of the agreement, of its obligations vis-à-vis A'DAM Events.
- Rioting.
- Strikes.
- Disruptions to the supply of goods to be delivered by third parties, as well as water and energy supplies.
- The failure of the systems required for the proper provision of our services.
- Illness of the artist.
- Fire or accidents.
- A'DAM Events is entitled to cancel an event in the A'DAM Tower unilaterally if, in their opinion, a visit to the A'DAM Tower is unsafe.

19. Confidentiality

The board of A'DAM Events and its employees will treat all confidential details issued by the principal as confidential and subject to strict secrecy. Agreements, prices, rates and services that are part of the assignment conferred on A'DAM Events by the principal are strictly confidential.

20. Copyright



A'DAM Events holds the copyright to all its offers, proposals, drafts and content of its website and its design. None of the content in our proposals, offers and contracts and/or of/from our website may be used or copied or published in any form or in any way, either electronically, mechanically or by photocopying, without A'DAM Events giving its prior written permission for that specific type of communication, which is to be submitted in advance. The principal indemnifies us against any claim by any third party relating to use by the principal, in spite of the previous sentence, of anything that legally belongs to A'DAM Events. The eventual production and execution of our offers, proposals, agreements and drafts, in their entirety or as separate parts, is the prerogative of A'DAM Events.

21. Publicity

Any form of publicity by the principal which involves the A'DAM Events event location must use the name and, where possible, the logo of A'DAM Events. Any form of publicity requires the prior written permission of A'DAM Events for that specific type of communication, which is to be submitted in advance.

The affixing of expressions of publicity to the location is subject to terms and conditions. In all cases the principal must have obtained prior written permission from A'DAM Events for that specific expression, which is to be submitted in advance.

The principal is not permitted to hand out advertising and/or folder material in the location, except after having obtained written permission from A'DAM Events for that specific advertising and/or folder material, which is to be submitted in advance.

21.3 The principal is not permitted to use names, logo's and/or other publicity statements from A'DAM Six Senses venues; Shelter, Moon, Madam and



A'DAM&Co. without our written permission. Any kind of publicity requires the prior written permission from A'DAM Six Senses mentioning the specific intention for publishing. A'DAM Six Senses reserves the right not to allow image, text, name and logo usage in any form of communication. Please inform all parties that are part of your event about the proper use of the brand names above.

22. Miscellaneous

The sole non-invoking by A'DAM Events, at any point in time, of one of its rights or a resulting legal consequence will not result in a loss by A'DAM Events of the possibility of invoking said right or legal consequence at a later point in time, nor the lapsing of any right of A'DAM Events. A'DAM Events is entitled to amend these general terms and conditions from time to time at its own discretion and to have these terms and conditions applied in all legal relationships which come into being after the date of filing of said amended terms and conditions.

23. Disputes

Assignments accepted by A'DAM Events and all related contacts and proposals and offers, as well as all agreements concluded with it, are subject to Dutch law. All disputes are to be exclusively settled by the competent national court in Amsterdam.

24. Delivery times and elevator use

The service elevator can be used between 06:00 – 08:00 am and from 00:00 am to transport large materials. Materials that can be held and do not have to stand on the ground can be transported in the regular elevators outside of these hours.