

Terms of rental for WCW congress center

General terms and conditions applicable to the rental of a room in the WCW Congress Center from WCW.

Article 1 – General & conditions

1. On all offers issued by Stichting Beheer Wetenschappelijk Centrum Watergraafsmeer, hereinafter referred to as WCW, and agreements entered into for renting and letting, providing services and/or activities and on all legal relationships between the WCW and its counterparties apply their own general conditions. Any deviations must be agreed upon in writing.
2. These conditions apply also to what is provided for by the WCW during the execution of the agreement in addition to the previously agreed upon agreement.
3. In these General Terms and Conditions, 'safety risks' means any risk in the area of safety for people, animals and the environment, including but not limited to participants, employees and the WCW building, which cannot be considered separately from the standards by objective standards. activities of the tenant in the framework of this lease agreement with WCW and which risk, if this is realized, will (possibly) lead to a claim by third parties on the Foundation for compensation of the damage or other inconvenience for the Foundation .

Article 2 - Offers and options

1. The WCW can provide the other party with an option on the facilities of the WCW without any obligation. The WCW will then make an offer / quote stating the validity of this option. The maximum validity period is 30 days, unless explicitly agreed otherwise in writing. If the other party fails to notify the WCW within the period of validity of its validity to use the facilities of the WCW, then the agreement has been canceled in accordance with the offer / quotation from the WCW.
2. The amounts mentioned in the offer are exclusive of turnover tax and other government imposed levies and are calculated on the basis of the rates, calculation methods and prices applicable at the time of the offer.
3. All offers, quotations and the like are without obligation. WCW is only bound after the assignment has been confirmed explicitly and in writing by WCW and, in the event of safety risks, the other party has confirmed in writing that it will comply with specific conditions set by WCW in relation to these risks. Images, drawings, descriptions, statements and other information in quotations, order confirmations, catalogs, prospectuses, web pages, etc. of the WCW are only intended for the general indication of the space (s) to be rented by the WCW, services and activities to be performed and / or deliver goods, and are never binding for details.

4. In the case of a composite price quotation, there is no obligation for the WCW to execute part of the agreed upon part of the price quoted for the whole.

Article 3 – Prices

1. Prices quoted by the WCW are provisional and include any fees for gas, water, electricity, cleaning etc. The final price or prices are determined at the time of the performance (s) to be performed. Exceeding the contractually fixed rental period will be charged with a minimum of half an hour in proportion to the half-day price of the relevant room. Damage caused by the tenant to halls and / or inventory is charged to the tenant on the basis of returning it to the original state.

2. The WCW is entitled to charge price increases, which occur after the agreement has been concluded, to the other party, based on the price index figure for household consumption, or any index figure that replaces it. Price increases based on the aforementioned index figure will only be charged to the counterparty with effect from 1 January of any year following the calendar year in which the relevant agreement was concluded.

Article 4 - Payment conditions

1. Payment must be made in Euros without any deduction, suspension or settlement for whatever reason, within the period stated on the invoice. If no period is stated, the payment must be made within 30 days of the invoice date. Any complaints against the invoice must be received by WCW in writing within 14 days of the invoice date. This does not suspend the payment obligation of the Client.

2. If the payment term is exceeded, the Client will be in default by operation of law and, without any reminder or notice of default being required, an interest corresponding to a percentage of three points above the promissory discount of the Nederlandsche Bank NV will be increased by any extra storage rate that WCW owed to its lenders for the period in question and all costs of collection, in this case at a minimum of 15% of the amount collected with a minimum of EUR 450, will be borne by the Client.

3. Furthermore, the WCW is entitled to claim, outside of the principal and interest of the other party, all collection costs incurred by non-payment, both judicial and extrajudicial.

4. Any credit can only be made by the Board of the WCW.

Article 5 - Use of the rented property

1. The event organized by the other party must be of a scientific / business nature and may not be contrary to the objectives of the WCW.
2. The other party is obliged to use the rented property only for the purpose for which the agreement with the WCW has been entered into and which purpose has been communicated to the WCW.
3. The other party shall vis-à-vis the WCW for all persons who are at the invitation of the other party or otherwise due to any relationship with the other party in or in the vicinity of the (part of) immovable property let by the WCW to the other party. It is liable vis-à-vis the WCW for all damage caused by these persons, for whatever reason and regardless of their origin, without prejudice to the claims which the WCW has against these persons.
4. Counterparty must adhere to the house rules of the WCW.
5. Every (potential) tenant has a duty to provide information to WCW if there are or could be safety risks. This obligation to inform also exists in case of doubt with the (potential) tenant whether or not there are safety risks.

Article 6 - Cancellations by the other party

1. The other party has the right to cancel a closed agreement with regard to a single event without giving any reason. In that case, the other party is obliged to pay to the WCW, without any notice of default being required, a compensation equal to the following part of the total price owed. The fee due must be paid within 14 days after the invoice has been issued by the WCW. Article 4 of these conditions applies mutatis mutandis. There is an event if the WCW has expressly communicated this when the agreement was concluded. In case of cancellation of the agreement with regard to a single event: from 14 days to 7 days before the date of the event 50%; from 7 to 2 days before the date of the event 75%; on the implementation date of the event 100%.
2. If an option has been granted to the other party pursuant to Article 2, paragraph 1 of these terms and conditions, the other party will not be charged to the WCW, as stated in paragraph 1 of this article, if the counterparty has to pay to the WCW during the term of the option. let you know that you do not want to use the facilities offered.

Article 7 - Cancellations by the WCW

1. The WCW is entitled to cancel the agreement due to force majeure. Force majeure will apply to any foreseen or unforeseen, foreseeable or unforeseeable circumstances that complicate the execution of the agreement by the WCW in such a way that execution is reasonably impossible or inconvenient. Such circumstances also include such circumstances with persons and / or services and / or institutions that the WCW wishes to use in the performance of the agreement as well as everything that applies to the aforementioned as force majeure or suspensive or resolute condition. If possible, the WCW offers the other party (a) replacement space under the same conditions for the agreed period or the agreed space (s) for a different period.
2. In the case referred to in paragraph 1, the other party has the right to refuse the alternative offered by the WCW. A refusal must be made known to the WCW in writing and no later than 1 week after the offer, failing which the offer has been accepted.
3. In the event of non-compliance or late fulfillment of the obligation to provide information as referred to in Article 5.5 or failure to comply with the conditions referred to in Article 2.3 or on time, WCW is entitled to cancel the agreement without compensation to the renter / counterparty.

Article 8 – Liability

1. The WCW does not accept any liability for damage to property, personal injury or loss of property on the site or in the buildings.
2. The other party undertakes vis-à-vis the WCW to behave properly and to handle carefully all items which have been let to it by the WCW or otherwise made available and after the contract has ended in the same state in which it received them, again to the WCW, with the exception of consumer goods. The other party is liable for all damage to these goods that arose during the execution of the agreement or at any other time at which these items were available to the other party.
3. The other party is fully liable for the safety and health of its participants and / or guests. The other party undertakes to comply with the regulations regarding the Health and Safety at Work (WCW) towards the WCW. This implies, among other things, that the other party has to comply with the guidelines and instructions of the WCW in-house emergency services in case of an emergency, followed by an evacuation alarm.



Article 9 – Disputes

All agreements between the WCW and the other party, all offers of the WCW and all disputes which may arise between the parties are exclusively subject to Dutch law and are exclusively submitted to the competent judicial authority in Amsterdam. Disputes shall be deemed to exist at the moment that one of the parties gives written notice to the other party.

The Board of Stichting Beheer WCW.