General terms and conditions venues and spaces

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Floriade Almere 2022 B.V.
• General terms and conditions for renting out rooms and venues and provision of (additional) service of Floriade Almere 2022 BV/ Floriade Expo 2022

1. General Provisions: Definitions

• The private limited company Floriade Expo 2022, headquartered at (1327 AE) Almere at Veluwezoom 15 (Chamber of Commerce Registration number: ‘66491215’), the user of these general terms and conditions;
• Floriade Expo 2022: a world horticultural exhibition from 14 April until 9 October 2022, held once every ten years in the Netherlands, at which national and international (horticultural) companies and governments showcase themselves to businesses and consumers alike;
• Floriade Park: the 60 hectare site that is the designated area for holding Floriade Expo 2022, including that part of the adjoining public highway which Floriade is in any way entitled to use for business purposes;
• Tenant/other party: the party which enters into an agreement with Floriade.
• Parties: Floriade and the other party altogether.
• Agreement: every agreement and/or appointment between parties.
• Venues/rooms/the rented: the room(s) which is/are being rented out by Floriade to the other party and/or are being placed at their disposal as part of the agreement.
• Facilities and services: Catering, audiovisual means, guided tours, audio guided tours and entrance tickets.
• Entrance tickets: admission tickets to Floriade Expo 2022.
• Event: a gathering, activity, (theatre) performance and/or other manifestation, all this in the broadest sense, organized by the other party.
• House regulations: specific venue-bound regulations at Floriade.
• UVH: Standard Terms and Conditions for the Hospitality Industry, of the Netherlands Hospitality.
• Conditions: these general conditions
• General visitor conditions: General visitor conditions which are applicable to each agreement between Floriade and the visitor. The visitor conditions are also applicable to special activities outside of the regular opening times and/or focussed on something else than the regular visitor, as in case for the venue, catering and so forth. Deviations from these are only valid when these have been explicitly agreed on in writing.
2. General
2.1. Floriade exploits 5 venues at the Floriade Expo 2022 terrain namely:
   - Flores
   - Congres Paviljoen / Conference Pavillion
   - Food Forum
   - Orangerie
   - Shelter

2.2 The rooms to be rented and/or made available by Floriade to the other party are located in one or more of these venues.

3. Applicability
3.1 These conditions are applicable on all agreements concluded by Floriade and quotations and options granted for renting out of (conference)rooms/venues (including but not limited to) the rooms in Flores, Congres Paviljoen, Food Forum, Orangerie, Shelter (designated by Floriade) on the Floriade Expo 2022 terrain and private events on the Floriade Expo 2022 terrain, such as (evening) buy-offs, as well as the provision of (additional) services, are subject to these general terms and conditions.

3.2 (Additional) Services shall in any case include: catering, audiovisual means, guided tours, guided audio tours and entrance tickets.

3.3 Deviations must be expressly agreed on in writing.

3.4 When entering into an agreement, the other party declares that it agrees to these General Terms and Conditions.

3.5 All subsequent agreements between the same parties shall be deemed to be governed by the most recent version of these General Terms and conditions.

3.6 Terms and Conditions of the other party and those of third parties are excluded from application unless expressly stated otherwise by Floriade.

4. Price and quotation
4.1. Sent quotations are non-binding, only applicable in relation to the other party, and are valid until the moment of withdrawal, but at the latest until 21 days after the day of signature of the quotation, unless otherwise specified.
4.2. All amounts are exclusive of VAT and other government levies or taxes, unless otherwise agreed on.

4.3. Interim price increases (such as increases in duties, taxes, raw material prices, etc.) after the quotation has been made or after the agreement has been concluded, will be passed on to the other party.

4.4 If the other party does not make it known to Floriade within the period of validity that it does not wish to make use of the facilities, the offer will lapse in accordance with the Floriade offer/ quotation.

4.5 The rental prices comprises the total amount, based on the entire space(s)/ location(s) to be rented and/or the facilities and amenities mentioned in the written confirmation.

4.6 Floriade reserves the right to change the published prices.

4.7 Entrance tickets, which the other party has to reserve for its guests, also count as (additional) services.

4.8 (Additional) services and costs are normally charged for after these have been incorporated into the confirmation.

4.9 If Floriade has to incur other, extra costs other than those specified in Article 4.8, these will be charged to the other party, after the agreed period has ended, in accordance with Article 5.

5. Additional work

5.1 Products and/of services, which are not agreed upon in the agreement, but are being purchased, are being seen as additional services and shall be charged to the other party on the basis of subsequent calculation.

5.2. Regular cleaning costs are included in the rent of a space. If, in the opinion of Floriade, the space is dirtier than usual, the other party will be charged extra cleaning costs.

5.3. The other party is obliged to accept the number of personnel deemed necessary by Floriade from one hour before arrival until one hour after departure of guests and/or visitors, and to pay the applicable hourly rate. Floriade has the right at all times to, at
the operations of an event, deploy a higher number of staff than budgeted, and to charge any resulting additional costs.

5.4. To the possible extent, Floriade will record known additional work and its consequences in writing in advance.

6 Reservering en overeenkomst
6.1. Reservations shall be made by telephone or in writing (including e-mail or other electronic way in particularly via the electronic reservation system Smart Event Management (SEM). A reservation made by the other party shall be considered to be a request for an agreement.

6.2. Floriade may refuse to enter into an agreement at any time, for any reason.

6.3. The (rental) agreement will only take effect after written confirmation (signing of the offer) of the reservation/quotation by the other party within the applicable period, being the period mentioned in the offer or quotation as described in Article 4.

6.4. If Floriade receives another request for the date requested by the other party, Floriade will contact the other party to inform Floriade within 24 hours whether the option can be converted into a definite reservation.

6.5. Confirmation of an optional reservation takes place in writing by (digitally) approving this reservation by e-mail stating the reference concerned. Floriade will then send a confirmation by e-mail to the other party.

The rented property and regulations for the other party

7.1. The (rental) agreement includes only the room(s)/location(s) and/or facilities described in the written confirmation for the date(s), times and purpose(s) stated.

7.2. The other party guarantees Floriade for all persons who, at its invitation or otherwise due to any relationship with the other party, are in or near the location rented by Floriade to the other party. The other party is liable to Floriade for all damage caused by these persons, for whatever reason and howsoever arising, without prejudice to the claims that Floriade has against these persons.

7.3. All obligations and prohibitions in these general terms that apply to the other party also apply to persons who are in or near the location rented by Floriade to the other
party at the invitation of the other party or otherwise because of any relationship with the other party. The other party is responsible for ensuring that such persons are aware of the obligations and prohibitions arising from these general terms and conditions.

7.4. During the rental period the other party shall take good care of the rented object and shall leave the rented object in the same condition as in the condition it was made available, to the other party. Immediately after an event, the rented object must be vacated by the other party. This includes the removal of all material used by the other party, such as boxes, banners, information material, etc. The other party guarantees that all suppliers and facility companies contracted by the other party will comply with this provision. The rented object must therefore be handed over completely vacated and tidy at the time stated in the contract. If the time on which the contract ends is exceeded, the other party will be charged additional costs.

If the rented object is to be made available before the start of the rental period for the purpose of constructing/re-constructing, Floriade must give its prior written permission for this. For the period in question, a walk-in rate of 50% of the rent for the relevant room(s)/location(s) applies.

After consultation between the other party and Floriade, Floriade may decide to extend the agreed rent period at the request of the other party. The extra hours will be charged to the other party at the applicable hourly rate.

7.5. The event to be organized by the other party must fit in with the reputation, image and other events of Floriade, its locations and the buildings and must not cause any nuisance to other tenants/users of the building and/or local residents.

7.6. Nailing, drilling, gluing or attaching/stapling in on or to the building is prohibited at all times, unless Floriade has granted written permission for this and has approved the fastening material to be used in advance.

7.7. The presence or use of open fire, fireworks, gas cylinders, confetti, balloons, rice and other sprinkles, smoke machines and other smoke effects, (Laser) light installations, chemicals, substances prohibited by law is prohibited at all times, unless otherwise agreed in writing.

7.8. Smoking is not permitted in the rented premises. In the event that a fine is issued by the Netherlands Food and Consumer Product Safety Authority (NVWA) during the rental period, it will be at the expense of the other party.

7.9. Floriade may request that a detailed floor plan/plan be submitted to Floriade and the Fire Department for approval three weeks prior to a meeting. If conditions are
imposed on the basis of the fire regulations, the costs incurred as a result will be borne entirely by the other party. In the event that the other party designs the room(s) differently from the detailed floor plan, Floriade is entitled to terminate the event and/or terminate the agreement, without any obligation to pay damages.

7.10. The other party is responsible for applying for any permits required for the event. Floriade shall never be liable for any damage or consequences of failure to obtain a permit or municipal exemption, etc.

7.11. The other party must tolerate urgent and necessary repairs in or to the rented property by or on behalf of Floriade. Floriade will take the use of the other party into account as much as possible when performing this work.

7.12. The other party must follow the instructions of Floriade personnel regarding the use of the rented premises. The other party is required to grant free access at all times to emergency services and the building managers employed by or affiliated with Floriade.

7.13. Floriade has the right to have any damage it detects to the rented premises and to the goods present therein repaired at the expense of the other party, insofar as the damage arose as a result of the other party’s use. This also applies to damage caused by the other party elsewhere on Floriade’s premises.

7.14. The other party is obligated to ensure that it and its guests and other third parties comply with all measures, house rules, working conditions, fire and general safety regulations, as well as (Covid-19) RIVM guidelines.

7.15. The other party is obligated not to express itself in a negative way in any way (including (mass) media such as but not limited to Facebook, Twitter, etc.) about Floriade or one of its locations.

7.16. The other party is obligated to notify Floriade in writing, of complaints, defects and claims immediately, but at the latest within 48 hours of their discovery, on penalty of lapse. Floriade will endeavor to solve the defects, its obligations however never go beyond the amount for which the delivery of services and goods has been agreed.

7.17. Floriade is entitled at all times to replace the rented space with similar space(s), without owing any additional compensation.
7.18. Except for the common area(s), the use or entry of any area(s) other than the leased premises is not permitted.

7.19. Without Floriade’s written permission, the other party is not allowed to:
- to use the rented object for a purpose other than that described in the written confirmation;
- to sublet the rented object or otherwise transfer the rights and obligations arising from the lease agreement to third parties.

7.21. Floriade is entitled to carry out supervision in and around the leased premises.

7.22. Floriade is entitled, both prior to and after the conclusion of an agreement, to require reasonable additional safety measures from the other party, depending on all facts and circumstances. The costs of these measures will be for the account of the other party.

7.23. (Domestic) animals are not allowed in the rented property.

8. **Terms of Payment**

8.1. Floriade applies the following payment conditions:
- 75% of the price, mentioned in the signed confirmation, to be paid within 14 (say fourteen) days after signature by both parties;
- Remaining payment shall be made within 14 days after the invoice date, unless otherwise stated on the invoice, to be increased by the costs of supplies and services (facilities and/or additional work) that have been purchased and that are not stated on the confirmation, to be paid 14 (say fourteen) days after receipt of the invoice.

8.2. In the event of late payment, the other party shall be in default without further notice of default or summons, and the other party shall owe the statutory (commercial) interest on the principal sum per month, whereby part of the month shall count as a whole month.

8.3. If Floriade is forced to take measures to collect its claims, all costs associated with this shall be borne by the other party. These extrajudicial collection costs are set at 15% of the owed principal amount.

8.4. Floriade is entitled to suspend fulfillment of its performance or to dissolve the agreement in whole or in part until payment of the full amount (including interest and
costs) has been received. Floriade is entitled to deny visitors access to the rented location.

8.5. With respect to its payment obligations to Floriade, the other party is not entitled to invoke any compensation, discount, deduction, suspension and/or setoff.

8.6 Floriade is entitled at all times to ask the other party for an advance payment, security and/or a guarantee sum. In that case, the other party is required to pay an advance to Floriade or to provide security and/or pay a deposit.

9. Dissolution /cancellation/force majeure

9.1. Floriade is entitled to dissolve an agreement in whole or in part with immediate effect, without judicial intervention, by means of a written statement of its choice, or to suspend its implementation if:

a. the other party does not pay invoices or does not pay them on time, or otherwise fails to fulfil any obligation under the agreement, or fails to do so properly or on time;

b. the other party applies for a (temporary) moratorium, the other party files for bankruptcy or is declared bankrupt, the other party applies for or is declared subject to a (temporary) debt rescheduling arrangement
   the other party has requested (provisional) application of the statutory debt rescheduling scheme or application is pronounced, the other party is placed under administration, loses the free disposal of its assets, or dies;

c. the other party takes a decision to liquidate and/or cease its business; or

d. there is a force majeure; or

 e. the other party or its employees or its visitors are guilty of discrimination, the event is in violation of the law and/or good morals and/or ideas of Floriade.

9.2. In the event that a situation as referred to in Article 9.1 occurs, Floriade’s claims against the other party shall be immediately due and payable.

9.3. All damage that Floriade suffers because the other party has failed to make the execution of the agreement possible will be charged to the other party. This damage also includes compensation for any (legal) assistance that Floriade has had to engage.
9.4. In case of cancellation of the agreement by the other party, the following costs apply:
- If cancelled more than 6 months before the date on which the other party's event was to take place: no cancellation fee;
- If the agreement is cancelled more than 2 months but less than 6 months before the date on which the other party’s event was to take place: 50% of the fixed venue costs, plus 100% of the costs of other facilities/additional services, catering and personnel;
- In the event of cancellation more than 1 month but less than 2 months before the date on which the other party’s event was to take place: 100% of the fixed venue costs plus 100% of the costs of other facilities/additional services, catering and personnel;
- In the event of cancellation more than 1 week but less than 1 month before the date on which the other party’s event was to take place: 100% of the fixed venue costs plus 100% of the costs of other facilities/additional services, catering and personnel;
- In the event of cancellation 1 week or less before the date on which the other party’s event was to take place: 100% of the fixed venue costs plus 100% of the costs of other facilities/additional services, catering and personnel.

9.5. In situations of force majeure, Floriade is not required to fulfill its obligations or to pay compensation for any damage on the part of the other party. In addition to the usual situations of force majeure, force majeure also exists if the presenter/chairman of the day/artist engaged by Floriade is ill or unable to work.

9.6. In the event of force majeure, Floriade is entitled to dissolve the agreement (in part) by notifying the other party in writing. Services already rendered will be charged separately.

9.7. Without prejudice to the provisions of Article 9.6, the other party is permitted, by means of a written notification to Floriade, to postpone the event date agreed between the parties to a date later than that initially agreed, if the other party can demonstrate that due to force majeure in connection with the COVID-19 virus, it cannot reasonably be required to keep to the initial event date.

9.8. Parties further agree that events and circumstances related to Covid-19 and/or other epidemics or pandemics and/or related circumstances outside the sphere of influence of Floriade, may be grounds for Floriade to adjust the (payment) terms, (partial) dissolution and/or suspension of the agreement and Floriade's obligations therein.

9.9. If a case as mentioned under 9.7 or 9.8 arises, a down payment made by the other party will not be refunded.
9.10. The failure of the other party to obtain the necessary permits / exemptions shall not constitute force majeure.

10. Liability

10.1. The other party is liable for damage suffered by third parties arising from the use of the rented property by the other party.

10.2. The other party shall indemnify Floriade against claims by third parties for damage on that account, even if the damage was caused by employees of Floriade/third parties called in by Floriade, its wrongful act or any other reason, except in the case of intent or gross negligence on the part of Floriade.

10.3. In the event of non-compliance with the obligations arising from the law (such as Occupational Health and Safety legislation), the agreement or these general terms and conditions, house rules, UVH or any other applicable terms and conditions, the other party is liable for any damage that Floriade suffers as a result.

10.4. Floriade is in no way liable for goods/issues brought into the rented premises by the other party. This also applies to goods of third parties in the rented premises. The other party shall indemnify Floriade against claims from third parties.

10.5. The other party undertakes to have adequate insurance against legal liability. The other party is obliged to provide Floriade with a copy of its insurance policy if Floriade so wishes.

10.6. Floriade assumes the accuracy of the information provided by the other party and is not liable for any damage resulting from inaccurate or incomplete information provided by the other party, incorrect instructions, or information or instructions not provided in time.

10.7. Floriade is only liable for direct damage if such damage is due to its intention or gross negligence. A claim for damages must be made in writing. A legal claim by the other party regarding damage expires one year after the termination/completion of the agreement to which the claim relates.

10.8. Floriade is never liable for indirect damage, consequential damage or trading loss. Floriade's liability is in any case limited to the amount paid out by Floriade's insurer, plus
the excess. For damages for which the insurance policy taken out does not provide coverage, the amount of the compensation is limited to the sum of the agreement.

10.9 The Tenant is obliged to make the General Visitor's Conditions applied by Floriade, as they will read from time to time after the conclusion of the Agreement, applicable to visitors of events organized by the Tenant in the space(s) used.

11. Facilities and services

11.1. The facilities and services to be purchased by the other party are determined in the agreement.

11.2. The other party may make use of the technical facilities offered by the leased premises, unless otherwise agreed in writing. The other party shall inform Floriade of its wishes regarding technical facilities no later than ten working days before the start of the event. Operation of these technical facilities will be provided by Floriade. Use of equipment brought in by the other party is possible only with Floriade's prior permission and does not entail any responsibilities or liabilities for Floriade as a result.

11.3. Floriade provides services in the leased premises in the field of furnishings, lighting, sound, audiovisual equipment, personnel, catering and hospitality. For services that Floriade cannot provide itself, it will make use of regular suppliers. The other party is obliged to make use of these Floriade services/fixed suppliers, unless agreed otherwise in writing.

11.4. The other party may adjust the number of participants downwards free of charge up to a maximum of 10%, no later than 10 working days prior to the event. This number is binding for the invoice. Any additional costs resulting from an increase in the number of people will be charged to the other party.

11.5. The other party shall ensure the payment of any copyright costs charged by the Vereniging Buma/Stemra or any other party, for example for music performed in the rented object.
12. Supplementary provisions

12.1 The delivery of goods for an event to be held in one or more room(s)/location(s) shall only be permitted on the day of the event in question. These goods must be taken away by the other party on the last day of the event. Floriade bears no responsibility with regard to these goods and excludes any liability in this respect. The delivery, storage and use of these goods are entirely at the risk of the other party.

12.2 The other party guarantees to the Floriade all persons who are in or near the rented space(s)/locations at the invitation of the other party or otherwise because of any relationship with the other party.

12.3 The other party is not permitted, without written permission from Floriade, promotional activities around the leased space(s)/location(s).

12.4 The other party is obliged to allow Floriade personnel access to the leased space(s)/location(s) at all times in the course of their work and to follow the instructions of the personnel.

12.5 The other party agrees that the organized event will be included in Floriade publications concerning conference activities.

13. Intellectual property

13.1 The other party acknowledges the intellectual property rights of the Dutch Horticultural Council and Floriade’s policy in this respect with regard to the name, brand, word or pictorial mark (logo), text and music, publicity material and other expressions, in the broadest sense of the word.

13.2 The Floriade Expo 2022 word or pictorial brand, as well as all other word or pictorial brands owned by Floriade, may only be used with the prior written permission of Floriade.

14. Marketing and communication

14.1 The other party is not allowed to place or distribute publicity, advertising and/or folder material relating to the event or relating to the other party at the location of the event without Floriade’s prior written permission.

14.2 The other party is permitted to make (or have made) film, TV or other recordings in the building for their own use under the express condition that Floriade is permitted to
use these recordings free of rights. It is not permitted to publish these recordings on television or other media without the express written permission of Floriade. In such cases, Floriade has the right to increase the rent of the space(s) concerned to a maximum of double the rate.

14.3. The other party is responsible for obtaining the required permission from all copyright holders involved in the organization and execution of the event. The other party shall ensure that the copyright owed is paid in time and that Floriade is safeguarded against claims by withholding agents.

14.4 The sale of "merchandising" in the broadest sense of the word is permitted only with the prior written consent of Floriade on terms and conditions to be determined.

14.5 Floriade may conduct a tour for commercial purposes during the event, at all times.

15. Personal data
15.1. If, in the context of the sale of entrance tickets to Floriade Expo 2022 by Floriade for an event organized by the other party, guests provide personal data to Floriade, Floriade will be regarded as the party responsible in the sense of the General Data Protection Regulation (AVG). Floriade and the other party guarantee to each other that they will process and use these personal data in line with what has been determined in this section in the AVG, in the General Terms and Conditions applicable to the sale of admission tickets, and in the applicable privacy statement.

15.2. If the other party wishes to use the personal data for purposes other than informing visitors about the event, for example in the context of direct marketing activities, this is permitted only after Floriade has made further agreements in writing with the other party.

15.3. If the other party also offers admission tickets to visitors and processes personal data for that purpose, the other party will be considered the party responsible within the sense of the AVG. The other party must provide Floriade with these personal data in a timely manner for processing in the context of the sale of admission tickets and for Floriade's direct marketing purposes. The other party and Floriade must conclude a further agreement to this end.

16. Final Clauses
16.1. In the event that one or more provisions of these terms and conditions are or become wholly or partially contrary to any statutory provision, the other provisions shall
remain in full force and effect. With regard to the conflicting provision, the parties are deemed to agree on that which is legally permissible.

16.2. Dutch law applies to all agreements concluded with Floriade.

16.3. All disputes arising from the agreement between Floriade and the other party will be submitted to the judicial authority in Lelystad.