

STANDARD TERMS AND CONDITIONS OF HIRE OF THE AMSTERDAM RAI CONVENTION CENTRE

1. Article 1 – Definitions

The terms used in these Standard Terms and Conditions of Hire have the following meanings, unless agreed otherwise in writing. Terms in the singular include the plural and vice versa, where the text so requires.

- 1.1 **Rules and Regulations:** the Rules and Regulations RAI. Convention Centre, including the general and specific rules for use of the Amsterdam RAI Convention Centre.
- 1.2 **Standard Terms and Conditions of Hire:** the present Standard Terms and Conditions of Hire of the Amsterdam RAI Convention Centre.
- 1.3 **Event:** any conference, fair, exhibition, presentation, meeting or other event for which the Hired Premises are made available.
- 1.4 **Invoicing/Billing Plan:** a written overview drawn up by RAI showing the dates on which the Hirer owes to RAI the Hire Charge and the deposit for additional costs.
- 1.5 **Hired Premises:** the (meeting and conference) rooms, the (exhibition) halls, the Elicium, the lounges and/or the foyers of the Amsterdam RAI Convention Centre, as expressly specified in the Confirmation of Hire.
- 1.6 **Confirmation of Hire:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge.
- 1.7 **Hirer:** a natural or legal person who concludes a Contract of Hire with RAI or to whom RAI has sent an Option Confirmation.
- 1.8 **Contract of Hire:** the contract between RAI and the Hirer regarding the hire of the Hired Premises and/or additional facilities (products and services).
- 1.9 **Hire Period:** the period or periods specified in the (most recent) Confirmation of Hire or Option Confirmation during which the Hired Premises are available to the Hirer.
- 1.10 **Hire Charge:** the hire charge specified in the Confirmation of Hire.
- 1.11 **Option Confirmation:** the written confirmation to the Hirer, drawn up by RAI, setting out the essentials relating to the option granted, the Event, the Hirer, the Hired Premises, the Hire Period and the Hire Charge.
- 1.12 **RAI:** Amsterdam RAI B.V. and/or Amsterdam RAI Catering B.V., which concludes the contract(s) with the Hirer.
- 1.13 **Reservation Value:** the Hire Charge and the deposit for additional costs as referred to in Article 4.

2. **Article 2 – Formation of contract and granting of options**

- 2.1 Until the Contract of Hire has been concluded, the terms of the contractual relationship are determined by reference to the conversations and correspondence between the parties, including Option Confirmations and/or Confirmations of Hire drawn up by RAI by means of fax messages, letters and e-mail communications.
- 2.2 The Hirer may not invoke an undertaking given orally by or on behalf of RAI, unless this undertaking has been expressly confirmed in writing by RAI.
- 2.3 RAI may grant Hirer a so-called 'First Option' or a 'Provisional Option' by means of an Option Confirmation which clearly defines what is meant by these option. Without an Option Confirmation no Option can be said to have been granted by RAI.

A First Option applies for the period specified in the Option Confirmation, subject to a maximum of sixty (60) days, unless agreed otherwise by RAI in writing. After the expiry of the recorded option period, the Option will lapse automatically. If it transpires within the granted option period that there are other prospective parties seriously interested in hiring the same premises, the Hirer shall make its decision within a period of ten (10) working days after being informed by RAI of this interest, unless agreed otherwise by RAI in writing.

A Provisional Option will apply for a period of not more than fourteen (14) working days, unless agreed otherwise by RAI in writing. After the expiry of the recorded option period, the Option will lapse automatically. The Option Confirmation will describe the provisional nature of the option as accurately as possible.

- 2.4 The Hirer will be given the opportunity to inspect the Hired Premises before entering into the Contract of Hire in order to ascertain whether the Hired Premises are suitable for the Event for which they are hired. If the Hirer does not make use of this possibility or does not mention a possible defect which would have come to light if a thorough inspection had been made, it will lose its right to invoke the (alleged) defect in any way against RAI and to hold RAI liable for this.
- RAI has not examined the suitability of the Hired Premises for the Event and is merely obliged to inform the Hirer of any defects known to it which could detract from such suitability.

3. **Article 3 – The Hired Premises**

- 3.1 The Hired Premises consist solely of the space or spaces described in the Confirmation of Hire and the facilities specified therein. Unless expressly agreed otherwise in writing, the central entrances, passageways, staircases and cafés and/or restaurants and the outdoor sites and car parks/parking spaces do not form part of the Hired Premises.

- 3.2 Without the express written consent of RAI the Hirer is not permitted:
- 3.2.1 to use the Hired Premises for any purpose other than that described in the Contract of Hire and the Confirmation of Hire;
 - 3.2.2 to sublet all or part of the Hired Premises or otherwise allow them to be used by third parties. If it is expressly provided in the Contract of Hire that the Hirer acts as organiser of an Exhibition, the hiring out of stand space to participants in the exhibition as described in the Contract of Hire is implicitly permitted, subject to the provisions of the Standard Terms and Conditions of Hire. The Hirer gives an undertaking to RAI to include a provision in its agreement with sub-hirers on the basis of which the sub-hirers agree to be bound by all rights of RAI resulting from these Standard Terms and Conditions of Hire and to fulfil all obligations resulting from these Standard Terms and Conditions of Hire. If the Hirer fails to include such a provision, it will be jointly and severally liable in full for all loss or damage which RAI suffers as a consequence of any act or omission of its sub-hirers in connection with the Event;
 - 3.2.3 to exhibit goods and services in the Hired Premises that are not covered by the exhibition programme described in the Contract of Hire;
 - 3.2.4 to give the Event a different name during the term of the Contract.
- 3.3 The Hirer may not cause nuisance or inconvenience to RAI or third parties through its use of the Hired Premises. The Hirer shall also ensure that no nuisance or inconvenience is caused by any third parties present on its behalf.
- 3.4 The provisions of these Standard Terms and Conditions of Hire will apply, if and in so far as applicable, to exhibitors and other participants in Events of the Hirer and to visitors, contractors and subcontractors. The Hirer shall be obliged to bring the relevant provisions of these terms and conditions in writing to the attention of its exhibitors.
- The Hirer will remain responsible and jointly and severally liable at all times for the (proper) performance of these terms and conditions by exhibitors and other participants in the Event. The Hirer indemnifies RAI against all claims of third parties resulting from any infringement of these terms and conditions by exhibitors and other participants.

4. **Article 4 – Additional products and services**

- 4.1 All services, goods and facilities to be provided by RAI in connection with the Contract of Hire and costs incurred in connection therewith such as the costs of gas, water, electricity, flue gas equipment, compressed air, cleaning, removal of waste and rubbish, entrance control and other security, audiovisual equipment, furniture, catering services, operation of technical equipment, special traffic management and so forth, will be borne by the Hirer, unless specifically agreed otherwise in writing in the Contract of Hire. Unless agreed otherwise in writing, these additional services goods and facilities will be calculated at the rates applicable to them during the Hire Period.
- 4.2 The Hirer shall consult with RAI in good time and in any event no later than three (3) calendar months before the Hire Period, about (i) all services and facilities that are or should be provided by or on behalf of RAI and are or should be accepted by the Hirer

and about (ii) all other matters of relevance to the Hirer and RAI in relation to the Contract of Hire and the Event. If the Hirer fails to do so, it will lose the right to claim that RAI is not meeting its wishes or is making insufficient efforts to do so.

The Hirer is aware and agrees that RAI will apply additional terms and conditions of delivery with regard to the supply of certain products and services, such as catering and making the RAI ICT network available.

- 4.3 The Hirer will owe a deposit for the additional facilities and services referred to in this Article. This deposit will be fixed by RAI on the basis of a percentage of the Hire Charge to be fixed by RAI, or on the basis of a budget of the relevant costs as drawn up by RAI by reference to a previous edition of the Event.

5. **Article 5 – Terms and conditions of payment**

- 5.1 The Hire Charge and the deposit for additional costs (as referred to in Article 4.3) shall be paid by the Hirer no later than the dates referred to in the Invoicing/Billing Plan, and, in the absence of an Invoicing/Billing Plan, within no more than twenty-one (21) days of the date of the invoice. Any claim by the Hirer to a discount, suspension of payment or set-off is excluded, unless expressly agreed otherwise in the Contract of Hire.

If any payment period is exceeded, RAI will have the right to charge the Hirer interest at the statutory commercial rate under Article 6:119a of the Dutch Civil Code from the due date.

- 5.2 RAI will be entitled to request the Hirer to provide sufficient collateral in advance, for example by paying a deposit for the Hire Charge or providing (or arranging for the provision of) a bank guarantee, as stipulated in the Contract of Hire. In such a case RAI may recover all claims which it has against the Hirer under the Contract of Hire and any other contracts from the deposit for the Hire Charge and/or bank guarantee, without having to serve any notice of default or apply to the courts.
- 5.3 The Hirer agrees that RAI will charge the Hirer turnover tax on the Hire Charge and on the additional costs as well as on any cancellation costs. The Hirer shall pay this turnover tax to RAI.
- 5.4 The deposit referred to in article 4.3 will be settled as quickly as possible after termination of the Hire Period. RAI will deduct from this deposit everything which the Hirer may still owe to RAI under or in connection with the Contract of Hire, after which RAI shall refund any remaining balance to the Hirer within twenty-one (21) days of the final settlement, provided that the Hirer has fulfilled all its obligations to RAI. If the amount to be paid by the Hirer to RAI exceeds the deposit paid by the Hirer, RAI will send the Hirer an additional invoice for the difference as quickly as possible.

The Hirer shall ensure that the amount of the (additional) invoice is paid to RAI by the due date.

6. Article 6 – Fitting out and vacation of premises

- 6.1 The fitting out, use and vacation of the Hired Premises will take place in consultation with RAI and in accordance with the Rules and Regulations. The Hirer warrants that exhibitors and other participants in the Hirer's Event will strictly comply with the provisions of the Rules and Regulations. RAI will be entitled at all times to make binding rules for the fitting out, use and vacation of the Hired Premises if this is considered advisable by the fire brigade, police or RAI in the interests of (public) order and safety.
- 6.2 Save with the express written permission of RAI, no changes may be made to the Hired Premises and any other space or spaces or (outside) sites that are made available and no billposting, hacking, breaking, drilling and nailing and/or painting will be permitted in, on or to floors, walls, ceilings, columns and stairs of the Hired Premises.
- 6.3 The work to be performed in the Hired Premises with regard to the temporary connections to the RAI infrastructure for electricity, compressed air, water, water discharge, gas, flue gas discharge, the central aerial system and the telephone and other data communication equipment, as well as prerigging and rigging, may be performed only by installers designated by RAI, unless RAI and the Hirer explicitly agree otherwise in writing; the costs involved will be borne by the Hirer and/or the relevant participants in the Hirer's Event.
- 6.4 The Hirer shall accept the Hired Premises in the condition that they are in at the start of the Hire Period. Any defects found at the end of the Hire Period will be deemed to have occurred during the Hire Period, unless the Hirer reports the aforesaid defects to RAI in writing at the start of the Hire Period or can irrefutably prove that the defects concerned already existed (to that extent) before the Hire Period.
- 6.5 At the time of termination of the Hire Period specified in the Confirmation of Hire, the Hirer must have delivered up the entire Hired Premises, clean and fully vacated, in the condition in which they were made available to it. If the Hired Premises have not been delivered up to RAI or have not been delivered up to its satisfaction, RAI will be authorised to take the necessary measures at the Hirer's expense. If the Hired Premises are not delivered up in time and/or in clean condition, the Hirer will owe RAI a penalty which amounts to the Hire Charge of the Hired Premises for a full day. In such a case the Hirer may never invoke a right to tacit oral agreement for hire or continuation of the hire, unless expressly otherwise agreed in the Contract of Hire or the Confirmation of Hire.
- 6.6 All damage caused during the Hire Period to the Hired Premises – or to any other space or spaces or (outside) sites that are made available – by any factor whatsoever may be repaired by RAI at the Hirer's expense, in so far as such damage was not caused by RAI and/or its personnel.

7. Article 7 – Internal rules

- 7.1 The Hirer shall strictly comply with all regulations issued by the Municipality of Amsterdam, the fire brigade and/or other authorities and institutions such as Buma/Stemra (Dutch Performing Rights Organisation), SENA (Organisation for Protection of Rights of Entertainers and Producers), the Food and Consumer Product Safety Authority and/or the Environmental and Building Department (DMB) of the Municipality with regard to the Event or the Contract of Hire, the Hired Premises and/or the Hire Period. The Hirer shall consult with RAI on its plans for the layout of the Hired Premises no later than three (3) full months before the start of the Hire Period, in order that any changes that may be necessary, for instance in connection with fire brigade regulations and/or other regulations and/or the functioning of the Hired Premises, can be made in good time.
- 7.2 The security of the Hired Premises, both inside and outside, will be arranged in close consultation with RAI and subject to the guidelines made by RAI in respect of the security profile.
Security will be deemed to include security at the entrance(s) to the Hired Premises during the Hire Period referred to in the Confirmation of Hire.
The Hirer shall strictly comply with the RAI's conditions and instructions in this connection.
- 7.3 During the Hire Period, RAI shall arrange, in close consultation with the Hirer, for the provision of a first aid service at large Events.
- 7.4 The Hirer shall ensure that the Hired Premises and the other space or spaces and (outdoor) sites made available for the Event have a well-kept appearance during the Hire Period.
- 7.5 The affixing of advertisements in, on, to and/or around the Hired Premises (including the (public) space or spaces and (outdoor) sites referred to in Article 3.1) will take place in consultation with and with the written approval of RAI, subject to the conditions imposed by RAI, with the exception of advertising in stands during exhibitions.
- 7.6 The Hirer shall accept the equipment forming part of the Hired Premises in the condition in which it is at the start of the Hire Period.
The Hirer shall use the equipment carefully and for its intended purpose and shall return it at the end of the Hire Period in the same condition in which it was at the start of the Hire Period.
RAI will not be liable to reimburse any loss or damage resulting from the hire or use of the equipment, unless this loss or damage is a consequence of intent or deliberate recklessness on the part of RAI.
Any loss or damage to be reimbursed will in all cases be limited to repair or replacement of equipment or to reimbursement of the costs for which RAI is insured, up to a maximum of the amount for which RAI is insured in this connection.

- 7.7 The Hirer shall ensure that no easily flammable or explosive substances, gases or other hazardous substances (including chemical pesticides and insecticides) or foul-smelling substances or radioactive sources are present in the Hired Premises during the Hire Period, unless RAI has given its express written permission for this. The Hirer shall also ensure that the products exhibited and present in the Hired Premises during the Event are of good quality and at all times meet the statutory and other applicable requirements and regulations.
- 7.8 If the Hirer or (other) participants in the Event in the Hired Premises intend to use open, flowing, sprayed and/or atomised liquids (e.g. through air conditioning systems, fountains, high pressure cleaning equipment, saunas, whirlpools, etc.), the Hirer shall give RAI written notification of this in good time in advance and shall, in consultation with RAI, strictly comply with all safety rules (or arrange for them to be complied with). Without the express written consent of RAI, the applications of these liquids as referred to in this article are prohibited.
- 7.9 Smoking is not permitted in the Amsterdam RAI Convention Centre. Any fines for infringements of the Tobacco Act will be borne by the Hirer.

8. **Article 8 – Liability**

- 8.1 RAI will not be liable for any loss or damage resulting from a failure to comply with any provision of the Contract of Hire or a failure to do so fully or in time, except in the event of intent or deliberate recklessness on the part of RAI.
- 8.2 RAI will not be liable for the consequences of defects of which it was unaware and was not required to be aware at the start of the Contract of Hire.
- 8.3 The Hirer, personnel engaged by or on behalf of the Hirer, and third parties such as exhibitors, other participants, guests and/or other users of the Hired Premises, as well as all property of the Hirer or of third parties present in the Hired Premises are there at the risk of the Hirer, or, as the case may be, these third parties. RAI is not required to insure these risks. The Hirer shall take out adequate insurance against third-party liability, fire and theft. No later than thirty (30) days before the start of the Hire Period the Hirer shall hand over, at the first request of RAI, a certificate of its insurance company/companies or insurance broker(s) showing that it is adequately insured at the time of the Hire Period and that the relevant premiums have been paid.
- 8.4 RAI will not be liable for loss of profits or consequential loss or damage of the Hirer, its exhibitors or participants or for loss or damage suffered as a consequence of the activities of other hirers or of obstacles to the use of the Hired Premises which are caused by third parties, unless there has been intent or deliberate recklessness on the part of RAI.
- 8.5 The Hirer and not RAI will be liable for any damage to property and/or persons caused in the Hired Premises and/or on the sites belonging thereto, by any factor whatever, unless there has been intent or deliberate recklessness on the part of RAI, or unless it is established that such damage is not in any way connected with the Contract of Hire or the Event.

- 8.6 If RAI is unable to make the Hired Premises fully available to the Hirer in accordance with the Contract(s) of Hire on account of force majeure or some other cause or circumstance beyond its control, RAI will not be liable for any loss or damage suffered by the Hirer or its exhibitors and other participants.

9. Article 9 - Indemnity

- 9.1 The Hirer warrants that it will obtain in good time all licences and dispensations required in order to hold the Event in the Hired Premises, including the licences to be issued by the Municipality, and that it will comply with any conditions attached to them. Refusal or cancellation of such licences or dispensations will not entitle the Hirer to terminate the Contract of Hire or give it any other claim against RAI. The Hirer shall show or submit to RAI the aforesaid consents and licences as soon as RAI requests.
- 9.2 The Hirer shall indemnify RAI against all claims which third parties may be able to enforce against RAI in connection with acts and omissions of the Hirer or of persons for whom the Hirer is liable or who are present in the Hired Premises on account of the Hirer.
- 9.3 In the Netherlands there is a prohibition on employing foreign nationals without a work permit, as laid down in the Foreign Nationals (Employment) Act (*Wav*). The Hirer shall strictly observe the statutory provisions and shall also, pursuant to article 3.4 of the Standard Terms and Conditions of Hire, impose an obligation on third parties used by or on its behalf and on exhibitors and other participants in the Event strictly to observe the Foreign Nationals (Employment) Act.

The Hirer expressly acknowledges that RAI is not responsible or liable for compliance with the Foreign Nationals (Employment) Act (*Wet arbeid vreemdelingen*) in respect of personnel and/or third parties used by or on behalf of the Hirer and/or for any fines imposed on and/or claims brought against RAI pursuant to the Foreign Nationals (Employment) Act, irrespective of whether such fines and/or claims are justified. The Hirer indemnifies RAI against any fines that may be imposed on and/or claims brought against RAI pursuant to the Foreign Nationals (Employment) Act as referred to in this paragraph. The Hirer will bear the full risk of and have full responsibility and liability for such fines and/or claims in relation to RAI and also, insofar as possible, directly in relation to the body or bodies imposing the fines and/or bringing the claims.

10. Article 10 – Catering and restaurants

- 10.1 Unless expressly agreed otherwise in writing, RAI has the exclusive right to provide catering within the Hired Premises.
- 10.2 Neither the Hirer nor its participants may sell any refreshments and/or stimulants or provide them free of charge (for example by sampling), unless written dispensation has been granted by or on behalf of RAI on conditions yet to be agreed. The Hirer is familiar with the Code of Conduct on Alcoholic Beverages (ban on passive introduction to products) which applies during events for the general public in the Netherlands.

- 10.3 Only RAI may supply food and/or beverages to its own personnel and to participants, visitors and other third parties (including the supply of food and/or beverages to and at stands during exhibitions). The Hirer may not purchase such commodities from third parties. The Hirer is obliged to agree similar provisions with its exhibitors and other participants and to include such provisions in the relevant terms and conditions of participation of the Event.

11. Article 11 – Additional provisions

- 11.1 The Hirer is obliged at all times to give the personnel and representatives of RAI access to the Hired Premises for the purposes of their work, on production of their RAI identity card or on production of written proof signed by RAI, unless other agreements have expressly been made in writing in this respect.
- 11.2 The right to operate cloakrooms and toilets in the Hired Premises is reserved to RAI and/or to third parties engaged by RAI.
- 11.3 The Hirer may not give any tips, rewards or gifts to personnel who are in the employ of RAI or engaged by RAI.
- 11.4 The Hirer agrees that the Event should be included in RAI publications on exhibition and/or conference activities.
- 11.5 The Hirer is not permitted in its publications to use any name and/or pictorial mark of RAI other than the pictorial mark specially designed by RAI for third parties, which will be made available by RAI to the Hirer at its first request.
- 11.6 RAI will at all times have the right, without any formality and/or recourse to the courts being required, to restore at the Hirer's expense to the original condition anything that has been installed, damaged, removed or changed in conflict with the provisions of the Contract of Hire.

12. Article 12 – Termination and cancellation by the Hirer

- 12.1 The Contract of Hire may be terminated with immediate effect:
- 12.1.1 by either party in the event of the other party's bankruptcy, suspension of payments or other inability to fulfil its obligations (including financial obligations);
- 12.1.2 by RAI if the Hirer's property has been seized or attached or similar measures have been taken by court order;
- 12.1.3 by RAI by order of the authorities, for instance in the event of a breach or imminent breach of the peace;
- 12.1.4 by either party if the other party fails to fulfil its essential obligations under the Contract of Hire after being given written notice of default (in so far as that is reasonably feasible in relation to the Contract of Hire);
- 12.1.5 by RAI if the Hirer fails to fulfil its financial obligations towards RAI; the Hirer will be deemed to be in default upon the mere expiry of the period for payment, without any notice of default being required.

- 12.2 A termination by RAI for one of the reasons referred to in Article 12.1 will serve as a termination which is at the expense and risk of the Hirer and results in a liability of the Hirer to pay compensation. If the Hirer is liable to pay compensation, the payments immediately made by it will be treated as compensation for the loss or damage suffered by RAI, without prejudice to the RAI's right to claim the actual amount of the damage from the Hirer if this is greater.
- 12.3 In the event of a failure on the part of the Hirer, RAI will have the right (after having given notice of default in so far as this is reasonably feasible in relation to the Contract of Hire) at the Hirer's expense and risk to do or, as the case may be, refrain from doing all things that the Hirer is required to do and refrain from doing under the Contract of Hire, without prejudice to the Hirer's obligation to perform the contract and its obligation to pay compensation for the costs and damage resulting from such failure.
- 12.4 In the event of cancellation by the Hirer of the hire of one or more exhibition halls or Elicium 1 and/or 2 or of the hire of part of any such venue more than thirty (30) months before the first day of the Hire Period, the Hirer shall owe RAI ten (10) percent of the Hire Charge, plus VAT.
- In the event of cancellation by the Hirer of the hire of one or more exhibition halls or Elicium 1 and/or 2 or of the hire of part of any such accommodation less than thirty (30) months before the first day of the Hire Period, the Hirer shall owe RAI one hundred (100) percent of the Reservation Value, plus VAT.
- 12.5 In the event of cancellation by the Hirer of the hire of one or more (meeting and conference) rooms, foyers and/or lounges and other spaces, in so far as they do not form part of the exhibition halls or Elicium 1 and/or 2, referred to in paragraph 12.4, the Hirer shall owe RAI the percentage of the Reservation Value specified in this Article:
- 12.5.1 ten (10) percent in the event of cancellation more than 181 days before the first day of the Hire Period;
 - 12.5.2 twenty-five (25) percent in the event of cancellation less than 182 days but more than 121 days before the first day of the Hire Period;
 - 12.5.3 fifty (50) percent in the event of cancellation less than 122 days but more than 61 days before the first day of the Hire Period;
 - 12.5.4 seventy-five (75) percent in the event of cancellation less than 62 days but more than 31 days before the first day of the Hire Period;
 - 12.5.5 one hundred and twenty (120) percent in the event of cancellation less than 32 days before the first day of the Hire Period.
- 12.6 Where the Hirer of services and products that have been offered and accepted by or on behalf of RAI cancels such services and products within fourteen (14) days before the first day of the Hire Period, the Hirer will be obliged to pay RAI the costs specified in the offer for the aforesaid services and products.
- In the event of cancellation outside that period, the Hirer will be obliged to pay RAI any costs incurred by or on behalf of RAI, unless expressly agreed otherwise in writing between the Hirer and RAI.

13. Article 13 – Cancellation by RAI and change of Hired Premises

- 13.1 In the event of serious special or unforeseen circumstances or serious circumstances beyond its control, RAI will be entitled to cancel the Contract of Hire or to terminate it with immediate effect or to offer the Hirer reasonable alternative premises in the agreed Hire Period on the same terms and conditions.
The Hirer will not be entitled to compensation for any costs or damage incurred as a consequence of such a cancellation or change. If the contract is terminated in the manner referred to in this article, the Hire Charge already paid will be refunded.
- 13.2 If any alternative premises as referred to in the previous paragraph are not suitable, this being a matter for reasonable assessment by the Hirer, the Hirer will be entitled to terminate the contract(s) within seven (7) working days of the written and dated proposal by RAI.
- 13.3 If the Hirer wishes to sell or transfer all or a substantial part of the Event or control of the Event to one or more third parties before the end of the Hire Period, it shall give RAI written notification of this in good time. RAI may terminate the Contract of Hire within twenty-one (21) days of the said written notification. Such a termination will not be made by RAI without reasonable grounds.

14. Article 14 – Integrated licence of RAI under General Municipal Bye-Law (APV)

- 14.1 Amsterdam RAI has an integrated licence from the Municipality of Amsterdam for the organisation of a variety of activities. If the Hirer wishes to organise an activity that comes within the scope of the integrated licence of RAI he should apply to RAI for consent. RAI will decide on this application as quickly as possible.
- 14.2 The Hirer is required to check, before applying to participate in an Event, whether the activities he intends to organise require the consent of RAI. A list of the activities for which the consent of RAI is required can be obtained free of charge on request. If the Hirer fails to request consent for the organisation of an activity that comes within the scope of the licence, RAI may refuse his application out of hand.
- 14.3 If RAI grants consent for the organisation of an activity, the Hirer – or a third party who makes use of such consent through the intermediary of the Hirer – is obliged strictly to comply with the rules connected with the consent.
- 14.4 The Hirer – or a third party who makes use of the consent through the intermediary of the Hirer – is obliged at all times to cooperate in any check on compliance with the rules connected with the consent.
- 14.5 If the Hirer – or a third party who makes use of the consent through the intermediary of the Hirer – fails to comply with the rules connected with the consent or fails to do so properly, the Hirer will be fully liable for any loss or damage which RAI suffers as a result. Loss or damage is deemed to include any sanctions imposed on RAI by or on behalf of the competent authority for breaching or failing to comply with the licence granted to RAI.

- 14.6 RAI is not liable for any loss or damage which the Hirer – or a third party who makes use of the consent through the intermediary of the Hirer – suffers as a consequence of the actions of RAI in monitoring compliance with the rules connected with the consent or as a consequence of any enforcement action by the competent authority.
- 14.7 Insofar as third parties who make use of the consent through the intermediary of the Hirer are subject to any obligation as a result of the above-mentioned paragraph of this article, the Hirer is obliged to impose these obligations on the third party in its contractual relationship with this third party. The Hirer indemnifies RAI against all claims of third parties who use or wish to use the consent, in so far as these claims are in any way connected with, inter alia, the refusal or granting of consent, the substance of the consent or the measures which RAI or the competent authority takes in monitoring and enforcing the rules connected with the consent. This is without prejudice to the liability of the Hirer under the provisions of paragraph 5.

15. **Article 15 – Applicability of standard terms and conditions of hire**

- 15.1 If and in so far as any provision of the Standard Terms and Conditions of Hire is null and void or is declared void, the other provisions of the Standard Terms and Conditions will remain in force in full. RAI shall then adopt a new provision to replace the provision that is null and void or has been declared void, taking account as far as possible of the tenor of the former provision.
- 15.2 The applicability of any general or specific terms and conditions, whether of hire or otherwise, of the Hirer is expressly rejected, notwithstanding any previous or later reference to – or declaration of the applicability of – standard terms and conditions of the Hirer, for example on invoices.
- 15.3 In addition to the Standard Terms and Conditions of Hire, the Rules and Regulations apply. If and in so far as the Rules and Regulations referred to in this Article conflict with the Standard Terms and Conditions of Hire, the provisions of the Rules and Regulations will prevail unless agreed otherwise by RAI in writing.
- 15.4 The Standard Terms and Conditions of Hire may be derogated from only by means of a written document signed by RAI.
- 15.5 The Hirer is aware and explicitly accepts that RAI will digitise the Contract of Hire signed by both Parties using PDF and will keep only this digital PDF-version in its records. The Parties shall therefore treat the digital version of the Contract of Hire created in this way as the original Contract of Hire which is binding on the Parties and has the same legal force and evidential value as the written version of the Contract of Hire.

16. **Article 16 – Choice of law and forum**

- 16.1 The Contract of Hire will be governed by the law of the Netherlands.
- 16.2 The District Court in Amsterdam, the Netherlands, will be exclusively competent to hear all disputes that may arise in connection with or in the performance of the Contract of Hire or any agreements yet to be concluded by the parties with regard to

the Contract of Hire.

- 16.3 Notices and any other notifications with regard to the Contract of Hire may be sent in person or by registered post to the addresses stated in the Confirmation of Hire. The Hirer hereby declares that it agrees that if the Hirer's address is no longer valid and RAI has not received any other correct address from the Hirer, RAI may use the office address of RAI for such notifications as long as the Hirer has not given written notice of any other valid address.

17. Article 17 – Residual provisions

- 17.1 RAI will decide on all matters for which these Standard Terms and Conditions of Hire make no provision or in respect of which they are deemed unclear.
- 17.2 The Dutch text of the Standard Terms and Conditions of Hire will be decisive.
- 17.3 The Standards Terms and Conditions of Hire have been filed with the Chamber of Commerce and Industry in Amsterdam.