

General conditions + cancellation conditions Capital C

1. General

- These conditions apply to all agreed and signed contracts between the Tenant and Capital C.

2. Definitions

- Tenant: the person and/or company that signs the contract and leases products and services from Capital C;
- Capital C: CAPITAL C EXPLOITATIEMAATSCHAPIJ B.V.

3. Leased products

- Any products and services that are not included in the contract, but which are leased, are passed on based on actual costs.

4. Cancellation or rescheduling

Number of weeks prior to event date	Government measures	Cancellation fee	Rescheduling fee
= < 20 weeks	No charge for cancellation or rescheduling	0% of the contract sum	0% of the contract sum. Down payment remains deposit
20- 12 weeks	No charge for cancellation or rescheduling	25% of the contract sum	100% of the contract sum
12- 6 weeks	No charge for cancellation or rescheduling	75% of the contract sum	100% down payment
6-2 weeks	No charge for cancellation or rescheduling	100% of the contract sum	120% down payment
= > 2 weeks	No charge for cancellation or rescheduling	100% of the contract sum	140% down payment
24 hours	No charge for rescheduling	100% of the contract sum	150% down payment

- **Government measures:** In case of an official outbreak of a pandemic, such as the COVID-19 coronavirus, in the Netherlands, as determined by the Dutch government, and if any regulations are enhanced or changed (after signing the contract), the tenant can cancel or reschedule the event free of charge, as indicated in the table above. If the client is not from the Netherlands, this applies to both the Dutch regulations and the regulations of the company's country of origin. This condition applies to:

- Lockdown announcement;
- Reduction of the number of people allowed in a single space;
- Other changes to the event space that make it impossible for the event to take place in accordance with the contract.

- **Cancellation fee:** The tenant is free to decide to cancel the event, regardless of the government measures. The table above indicates the applicable cancellation conditions.
- **Rescheduling fee:** The tenant is free to decide to reschedule the event, regardless of the government measures. The table above indicates the applicable rescheduling conditions. The tenant can reschedule the event within 12 months from the original event date, as indicated above.

The rescheduling fee consists of the contract sum + an extra fee as indicated in the table above.

- **Cancellation or rescheduling by Capital C**

In case of an official outbreak of a pandemic, such as the COVID-19 coronavirus, in the Netherlands, as determined by the Dutch government, and if any regulations are enhanced or changed (after signing the contract), Capital C can decide to cancel the event without owing any damages or other compensation. If a down payment has been made by the tenant, it will be returned to them.

5. Event

- (Technical) installations and facilities in the space can only be used if it was agreed to in writing;
- (Technical) installations and facilities brought to the space by the tenant can only be installed if it was agreed to in writing;
- Tenants cannot bring their own catering and/or food & beverages unless it was agreed to in writing;
- Tenants guarantee that the event and its visitors will not cause nuisance for the venue or other venue tenants;
- Tenants can submit changes to the number of attendants up to 2 working days prior to the event. This number is at least binding for the invoice;
- Capital C rents out spaces based on shifts (4 hours; morning, afternoon or evening) and full days (8 hours);
- It is not allowed to access or use spaces that have not been leased;
- It is not allowed to smoke inside the venue;
- Tenants must comply with the decibel regulations of Capital C. In day time, the maximum decibel level is 85 decibels on the 6th and 7th floor and, in the evening after 19.00, the maximum is 75 decibels;
- Capital C is obliged to employ a security guard for groups from 150 people. The related costs will be passed on to the tenant. Capital C employs one security guard per 150 people;
- The tenant is free to use the (cargo) elevator in the back of the building for event build-up and breakdown. The dimensions of the elevator are 90.5 cm x 140.2 cm with a height of 209.8 cm;
- The tenant can also use the 2-person elevator by the entrance for activities before 7.00 and/or after 19.00. If the tenant damages the 2-person elevator during the (un)loading process, Capital C will recover any related costs from the tenant;
- Capital C can rent out the venue until 01.00 at night.

6. Liability

- Capital C is not responsible and/or liable for the cloakroom unless a guarded and/or paid cloakroom was agreed to in writing. For guarded cloakrooms, Capital C applies a maximum liability of €200 per coat including accessories (bags, scarves, umbrellas);
- Except in cases of intent or gross negligence on behalf of Capital C, damages are limited to the sum paid out by its liability insurance plus deductible. Damages are limited to €25,000;
- The tenant is responsible for all users (suppliers, staff and visitors) and goods of their event and liable for any damages they cause, including in case of fire or theft;
- Any changes to the space must be undone and the space should be returned to its original state.

7. Applicable law

- These conditions are subject to Dutch law. Any disputes will be submitted to the authorized court in Amsterdam. The English translation of these conditions is provided as a courtesy. In case of disputes, the Dutch version always takes precedence.

8. Payment

- Invoices must be paid within 14 days of the invoice date or as agreed in writing. If this term is exceeded, Capital C will charge the legal interest rate;
- Comments or complaints related to invoices must be submitted in writing within 10 days after the invoice was received;
- Should Capital C be forced to employ a debt collector, any related costs will be passed on in full to the tenant.

9. Confidentiality

- Capital C is entitled to use the tenant's name, photo and/or film material for publications and promotion material, unless the tenant objects to it in writing;
- After the contract has been signed, Capital C is entitled to inform the tenant of its activities by email.