

General Terms and Conditions Hotel Papendal B.V.

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Article 1 Company Information

The private limited liability company
Hotel Papendal B.V.
Papendallaan 3
6816 VD ARNHEM
tel: 026 483 7911
e-mail: hotel@papendal.nl
Chamber of Commerce (KvK) number: 09104867

Article 2 Applicability

- 2.1 These general terms and conditions apply to all offers and quotations issued by Hotel Papendal, as well as to all agreements concluded with Hotel Papendal.
- 2.2 The additional provisions of this chapter also apply to the legal relationship that arises if the Customer enters into an agreement with Papendal Holding B.V., Sportcentrum Papendal B.V., Papendal International B.V., or the association with full legal capacity NOC*NSF, in relation to Hotel Papendal.
- 2.3 The additional provisions of this chapter also extend to the benefit of all natural persons and legal entities engaged by Hotel Papendal in the conclusion and/or execution of the Agreement or in the operation of Hotel Papendal.

Article 3 Definitions

In these terms and conditions, the following definitions apply:

- 3.1 **General Terms and Conditions – these General Terms and Conditions;**
 - 3.1.1 **Hotel Papendal** – The company as described in Article 1, a hotel and conference center located on the premises of Sportcentrum Papendal in Arnhem;
 - 3.1.2 **Customer** – The natural person or legal entity that enters into or has entered into an Agreement with Hotel Papendal, on the basis of which one or more services are (to be) provided by Hotel Papendal;
 - 3.1.3 **Parties** – Hotel Papendal and the Customer jointly;
 - 3.1.4 **Guest** – The natural person to whom one or more services are (to be) provided under an Agreement concluded with the Customer. If the Customer is a natural person, any reference to “Customer” shall also be deemed to include “Guest”;
 - 3.1.5 **Service** – A service to be provided by Hotel Papendal for the benefit of the Customer. This includes sports, conference and/or hospitality services, as well as the provision or making available of facilities;
 - 3.1.6 **Agreement** – Any agreement concluded or to be concluded between Hotel Papendal and the Customer, including any annexes and additional arrangements, under which Hotel Papendal provides Services in exchange for payment by the Customer. The term “Agreement” also includes reservations made by the Customer and confirmed by Hotel Papendal.

- 3.1.7 Reservation value** – The value of the Agreement: the total expected revenue for Hotel Papendal, including service charges and any applicable tourist tax, but excluding the applicable VAT rate, in relation to an Agreement concluded with a Customer. This expectation is based on the averages applied within Hotel Papendal.
- 3.1.8 Cancellation** – A written notification from the Customer to Hotel Papendal stating that one or more agreed Services will not be used, in whole or in part, or a written notification from Hotel Papendal to the Customer stating that one or more agreed Services will not be provided, in whole or in part.
- 3.1.9 No-show** – The failure of a Customer to make use of a Service to be provided by Hotel Papendal under an Agreement, without prior cancellation.
- 3.1.10 Goods** – All goods, including money, monetary instruments, and items of monetary value.
- 3.1.11 Corkage fee** – The amount payable for the consumption, within Hotel Papendal premises, of food and/or beverages not provided by Hotel Papendal.
- 3.1.12 Compensation fee** – The amount payable for the use, within Hotel Papendal premises, of services not provided by Hotel Papendal.
- 3.1.13 Revenue Guarantee** – A written declaration by the Customer that, in relation to one or more Agreements, a minimum amount of revenue will be realized by Hotel Papendal. The Customer is obliged to pay at least this amount, regardless of the actual revenue achieved by Hotel Papendal.
- 3.1.14 Premises** – The entire site of the National Sports Centre Papendal, including the road network and all accommodations, fields, event areas, and any permanent or temporary structures located on the site.
- 3.1.15 VAT** – The VAT rate applicable in the Netherlands, as stated on each booking. This rate may vary depending on the service or facility provided. All amounts mentioned in these General Terms and Conditions are exclusive of VAT.

Article 4 Formation of the agreement

- 4.1** All offers made by Hotel Papendal regarding the formation of an Agreement are non-binding and subject to the condition “while supplies and/or capacity last.”
- 4.2** Agreements can only be concluded in writing.
- 4.3** An Agreement between Hotel Papendal and the Customer is concluded when Hotel Papendal has accepted an offer from the Customer, or when the Customer has accepted an offer from Hotel Papendal within the term specified by Hotel Papendal.
- 4.4** The moment of conclusion of the Agreement is deemed to be the moment at which acceptance has taken place or is deemed to have taken place. If Hotel Papendal invokes the reservation referred to in Article 5.1 within a reasonable period after acceptance by the Customer, as determined by the circumstances, the Agreement shall be deemed not to have been concluded.
- 4.5** Once the Customer has submitted a request, Hotel Papendal will hold the offered services and accommodations on option for the Customer. The exclusive option period is 2 weeks from the date the quotation is issued by Hotel Papendal, or a shorter period as stated in the quotation.

- 4.6** If, after this period, Hotel Papendal receives a request for the same period for (part of) the services and accommodations offered to the Customer, the Customer will be given a period of 24 hours to confirm the booking by signing and returning the quotation by email. If the Customer, for any reason, is unable or unwilling to sign and return the quotation, the Customer's option will be converted into a shared option together with the interested party or parties requesting the same services and/or accommodations for the same period. In the case of shared options, the reservation becomes definitive for the Customer who is the first to return a signed quotation for approval. Hotel Papendal will subsequently inform the other Customers that their option has lapsed. The Customer cannot derive any rights from a delayed notification by Hotel Papendal that an option has expired.
- 4.7** Agreements entered into for (a) Customer(s) by intermediaries (such as agents, travel agencies, other hospitality businesses, and the like), whether or not in the name of their client(s), are deemed to have been concluded partly for the account and risk of these intermediaries.
- 4.8** Hotel Papendal shall not owe any commission or fee, by whatever name, to intermediaries, unless expressly agreed otherwise in writing.
- 4.9** Full or partial payment of the amount due by the Customer shall release the intermediary to the same extent.

Article 5 Rights and obligations of the customer and the guest

- 5.1** The Guest is obliged to comply with the house and conduct rules applicable at Hotel Papendal and to follow all reasonable instructions from Hotel Papendal staff. These house rules are published on the website www.papendal.nl/information-terms and are also available for inspection at the front desk. Upon request, the house rules will be provided in writing.
- 5.2** Dutch traffic regulations apply on the premises of Sportcentrum Papendal. These regulations must be observed at all times.
- 5.3** The Guest is obliged to cooperate with reasonable requests from Hotel Papendal staff in connection with legal obligations, including but not limited to safety, identification, food safety, hygiene, and the prevention of nuisance.
- 5.4** Hotel Papendal is entitled, at any time and without notice or prior warning, to terminate the provision of Services to a Customer or Guest if they violate the house rules or otherwise behave in such a way that order and peace on the Papendal premises and/or its normal operations are or may be disturbed.
- 5.5** If the conduct of the Customer, Guest, or a person or entity affiliated with the Customer gives any cause to do so, Hotel Papendal is entitled to order the Customer, Guest, or third party to leave the Papendal premises immediately. In such cases, a site ban may be imposed. Hotel Papendal may also decide to terminate the rental agreement with immediate effect, without being liable to pay any compensation to the Customer. Hotel Papendal may take the aforementioned measures, among other things, in the event of violations of the house rules, improper or inappropriate use of the facilities, nuisance, aggression, and other incidents caused by or on behalf of the Customer or Guest.
- 5.6** The Customer is responsible and liable, in the event of a violation of the house rules, for any claims, whether from third parties or otherwise, resulting from the behavior or misconduct of the Customer, in accordance with the provisions of Article 5.1.

Artikel 6 Rights and obligations of Hotel Papendal

- 6.1** Hotel Papendal is, without prejudice to the provisions of the following articles, obliged under the Agreement to provide the agreed services at the agreed times in the manner customary for Hotel Papendal.
- 6.2** The obligation referred to in this article does not apply:
- a. in the event of force majeure on the part of Hotel Papendal as referred to in Article 17;
 - b. if the Customer fails to pay a deposit or interim payment as referred to in Article 10 on time;
 - c. if the Customer, despite a request to that effect, fails to provide a revenue guarantee on time;
 - d. if the Customer otherwise fails to fully comply with any of its obligations towards Hotel Papendal on any grounds whatsoever.
- 6.3** Hotel Papendal is not obliged to accept and/or store any property of the Customer.
- 6.4** If Hotel Papendal nevertheless accepts and/or stores property and charges the Customer for this, Hotel Papendal must take due care of such property as a prudent custodian.
- 6.5** Hotel Papendal is never obliged to admit any pets belonging to the Customer and may attach conditions to their admission. An exception to this provision applies to assistance animals for persons with disabilities.

Article 7 Claims and complaints

- 7.1** The Customer must report any complaint regarding the accommodations and services of Hotel Papendal immediately upon discovery and confirm it in writing to Hotel Papendal within 5 working days after discovery. If the Customer fails to do so, Hotel Papendal shall be deemed to have fulfilled its obligations under the Agreement.
- 7.2** Without prejudice to the foregoing, Hotel Papendal shall be deemed to have fulfilled all its obligations under the Agreement if no written complaints are submitted within 10 working days after the completion of the services provided by Hotel Papendal.

Article 8 Accommodations and facilities

- 8.1** Hotel Papendal is obliged to make accommodation available to the Customer during the agreed period of the standard quality customary for Hotel Papendal, subject to the provisions of paragraph 3 of this article.
- 8.2** Hotel Papendal is also obliged to provide the associated services customary for Hotel Papendal and to make the usual facilities available.
- 8.3** The accommodation shall be available to the Customer in accordance with the times specified in the Agreement or the times indicated for the accommodations.
- 8.4** After consultation with the competent local authority, Hotel Papendal is entitled to terminate the Agreement with a Customer due to justified concerns about disturbance of public order. If Hotel Papendal exercises this right, it shall not be liable for any compensation to the Customer or any third parties associated with the Customer.
- 8.5** Hotel Papendal is entitled to require the Customer to accept accommodations other than those agreed upon, unless such a request would be considered manifestly unreasonable and clearly burdensome for the Customer.

- 8.6** In such case, the Customer has the right to terminate the Agreement to which the aforementioned request of Hotel Papendal relates with immediate effect, without prejudice to its obligations under other Agreements.
- 8.7** If Hotel Papendal saves costs by providing alternative accommodations as referred to above instead of those originally agreed upon, the Customer shall be entitled to the amount of such savings. Apart from this, Hotel Papendal shall never be liable for any compensation.

Article 9 Lost property

- 9.1** Any items lost or left behind in the buildings and related premises of Hotel Papendal that are found by the Customer must be handed over to Hotel Papendal.
- 9.2** Hotel Papendal will store lost property for a period of 3 months and, during that time, will return it to the owner or send it at the owner's expense and risk. After the retention period of 3 months has expired, the lost property will be destroyed.

Article 10 Payment schedule, advances and deposits

- 10.1** The following conditions apply to bookings of the event grounds at Hotel Papendal:
- 10.1.1 Advance payment structure for event grounds** - Upon conclusion of an Agreement for the booking of one or more event grounds, the Customer is required to pay an advance of at least 30% of the total reservation value immediately.
 - 10.1.2** For this purpose, the Customer will receive an invoice with a payment term of 14 days. The remaining balance must be paid no later than 14 days prior to the event. The Customer will receive a second invoice with a payment term of 14 days.
 - 10.1.3 Deposit** - Hotel Papendal may require the Customer to pay a deposit. This deposit will be included in the advance payment invoice. Any damage caused by or on behalf of the Customer will be offset against the deposit. The deposit, or the remaining balance thereof, will be refunded to the Customer within 30 days after it has been established that no damage has occurred or that all damage has been compensated.
 - 10.1.4 Final invoice** - After the event, a final invoice will be issued based on actual costs, determining the exact amount still owed by the Customer.
 - 10.1.5 Suspension or cancellation in case of late or incomplete payment** - The Customer must ensure that 100% of the total reservation value has been paid no later than 1 month prior to the start date of the event. If any payment is not received in full or on time, Hotel Papendal reserves the right to:
 - suspend or cancel the reservation; and
 - charge the Customer for any costs or damages resulting from the failure to make timely payment and/or from the suspension or cancellation, in accordance with the cancellation conditions.
 - 10.1.5 Relation to cancellation conditions** - The advance payments referred to in this article are inextricably linked to the cancellation conditions. Any cancellation fees will be offset against the advance payments already made.

10.2 The following conditions apply to bookings of hotel rooms, conference rooms, meeting rooms, and sports facilities:

10.2.1 Deposit upon signing - Upon conclusion of an Agreement with a total reservation value of €5,000 or more, the Customer is required to pay an immediate deposit of at least 10% of the total reservation value. The Customer will receive an invoice with a payment term of 14 days. This deposit is non-refundable and forms an integral part of the cancellation schedule.

10.2.2 Advance payment structure - For all Agreements with a total reservation value of €5,000 or more, Hotel Papendal applies the following advance payment structure:

- 10% upon signing (see paragraph 1)
- 35% no later than 6 months prior to the start date of the reservation;
- 40% no later than 1 month prior to the start date of the reservation.

This results in a total advance payment of 85% of the reservation value. For reservations made between 6 months and 1 month prior to the start date, an advance payment corresponding to the above structure is due immediately upon signing.

10.2.3 Advance payment in two installments - If Hotel Papendal deems this necessary due to the short period between signing and the start date, the advance payments may be invoiced in two installments.

10.2.4 Suspension or cancellation in case of late incomplete payment -

Regardless of the chosen installment structure, at least 85% of the total reservation value must be paid by the Customer no later than 1 month prior to the start date. If any payment is not received in full or on time, Hotel Papendal reserves the right to:

- suspend or cancel the reservation; and;
- charge the Customer for any costs or damages resulting from the failure to make timely payment and/or from the suspension or cancellation, in accordance with the cancellation conditions.

10.2.3 Remaining payment

After the event or stay at Hotel Papendal, a final invoice will be issued, including the remaining 15% of the total reservation value. This final invoice will determine, based on actual costs, the exact amount still owed by the Customer.

10.2.4 Relation to cancellations conditions - The advance payments referred to in this article are inextricably linked to the cancellation conditions. Any cancellation fees will be offset against the advance payments already made.

Article 11 Corkage fee and compensation fee

- 11.1** If the Customer consumes beverages in the premises of Hotel Papendal that have not been provided by Hotel Papendal, the Customer shall be liable to pay a corkage fee per bottle consumed.
- 11.2** If the Customer consumes food in the premises of Hotel Papendal or uses equipment, including audiovisual equipment, that has not been provided by Hotel Papendal, the Customer shall be liable to pay a corkage fee.
- 11.3** If the Customer uses services within the premises of Hotel Papendal that have not been provided by Hotel Papendal, the Customer shall be liable to pay a compensation fee.
- 11.4** The applicable corkage fee and/or compensation fee shall be agreed in advance or, in the absence of prior agreement, reasonably determined by Hotel Papendal.

Article 12 Cancellation conditions

Hotel Papendal accepts bookings for: event grounds, hotel rooms, conference rooms, meeting rooms, and sports facilities. The above-mentioned Services are subject to different cancellation conditions.

- 12.1 Third-party costs** – For the cancellation of all bookings at Hotel Papendal, any costs incurred by Hotel Papendal on behalf of the Customer for services and supplies from third parties shall be fully payable upon cancellation. In the event of cancellation, Hotel Papendal will make reasonable efforts to limit these costs as much as possible. Only costs actually owed by Hotel Papendal to third parties must be reimbursed.
- 12.2 Cancellation conditions for event grounds** - Free cancellation of a booking for an event ground is not possible. In the event of cancellation, the full rental price shall always remain payable.
 - 12.2.1 Third-party costs incurred on behalf of the customer** - Any costs incurred by Hotel Papendal on behalf of the Customer for services and supplies from third parties shall be fully payable upon cancellation. In the event of cancellation, Hotel Papendal will make reasonable efforts to limit these costs as much as possible. Only costs actually owed by Hotel Papendal to third parties must be reimbursed.
 - 12.2.2 Early termination** - Early termination of an Agreement relating to the use of one or more event grounds and/or sports facilities for a period longer than one day is not permitted.

12.3 Cancellation conditions for Hotel Rooms, Conference Rooms, Meeting Rooms, and Sports Facilities - Cancellation of hotel rooms, conference rooms, meeting rooms, and sports facilities is only possible under the following conditions:

12.3.1 Cancellation of a booking with a reservation value below €5,000,- Applicability

This article applies to agreements with a total reservation value of less than €5,000.

- **Cancellation** - Cancellation can only be made in writing.
In the event of cancellation of a booking with a total reservation value of less than €5,000, the following cancellation fees apply:
 - More than 3 months before the start date: 0%
 - More than 2 months before the start date: 15%
 - More than 1 month before the start date: 35%
 - More than 14 days before the start date: 60%
 - More than 7 days before the start date: 85%
 - 7 days or less before the start date: 100%.

12.3.2 Adjustment of number of persons- Increasing the number of persons is always possible, provided the accommodations allow it and the change is communicated in time, preferably at least 24 hours in advance. Hotel Papendal will confirm the adjustment and any related conditions. Decreasing the number of persons is possible under the following conditions:

- Up to 1 month prior to the event, a maximum of 10% of the originally specified number of persons may be reduced free of charge.
- Any reduction exceeding 10% of the number of persons will be considered a cancellation, for which 100% of the costs will be due.
- Up to 5 working days prior to the event, an additional maximum of 2% of the number of persons at that time may be reduced free of charge
- Any reduction in the number of persons within 5 working days prior to the event will be considered a cancellation, for which 100% of the costs will be due.
- Any adjustment in the number of persons must be communicated in writing in a timely manner and confirmed in writing by Hotel Papendal.
- An agreed revenue guarantee remains in force and may therefore result in additional costs..

12.3.3 Payment - An advance invoice will only be issued if the quotation includes services from third parties. In all other cases, no advance invoice will be sent. Payment must be made within 14 days.

- **Revenue guarantee and exclusivity** – For small bookings, no revenue guarantee is required, unless:
 - a. there is cash-based catering sales; or
 - b. the Customer requests exclusive use of one or more rooms or facilities.

12.3.4 Cancellation of a booking with a reservation value higher than €5,000,-.

- Immediate effect of payment and cancellation regime
- These cancellation conditions form an integral part of the payment schedule as set out in Article [Payment Schedule]. The paid or payable advances (10%, 35%, and 40%) correspond directly to the cancellation percentages in this article.
- Cancellation from the moment of signing – In the event of cancellation from the moment the Agreement is concluded, the Customer shall owe at least the already due advance amount, being a minimum of 10% of the total reservation value.
- Cancellation within 6 months prior to the start date – In the event of cancellation from 6 months up to 3 months prior to the start date, the Customer shall owe 45% of the reservation value (10% + 35% in accordance with the advance invoices).

12.3.4.1 Cancellation within 3 months prior to the start date

In the event of cancellation between 3 months and 1 month prior to the start date, the Customer shall owe 85% of the reservation value (10% + 35% + 40% in accordance with the advance invoices)

12.3.4.2 Cancellation within 1 month prior to the start date

In the event of cancellation within 1 month prior to the start date, the Customer shall owe 100% of the reservation value (100%, consisting of all advance invoices).

12.3.4.3 Cancellation by Hotel Papendal due to non-payment

If the Customer fails to meet the obligations set out in Article [Payment Schedule] (including failure to pay 85% no later than 1 month prior to the start date), Hotel Papendal is entitled to cancel the reservation. In that case, the cancellation percentages applicable at the time of cancellation shall apply, regardless of the cause.

12.3.5 Adjustment of number of persons - Increasing the number of persons is always possible, provided the accommodations allow it and the change is communicated in time, preferably at least 24 hours in advance. Hotel Papendal will confirm the adjustment and any related conditions. Decreasing the number of persons is possible under the following conditions:

- Up to 1 month prior to the event, a maximum of 10% of the specified number of persons may be reduced free of charge.
- Any reduction exceeding 10% of the number of persons will be considered a cancellation, for which 100% of the costs will be due.

- Up to 5 working days prior to the event, an additional maximum of 2% of the number of persons specified at that time may be reduced free of charge.
- Any adjustment in the number of persons within 5 working days prior to the event shall be considered a cancellation, for which 100% of the costs will be due.
- Any adjustment in the number of persons must be communicated in writing in a timely manner and confirmed in writing by Hotel Papendal.
- An agreed revenue guarantee remains in force and may therefore result in additional costs.

12.3.6 Cancellation due to force majeure - In the event of force majeure, cancellation costs will be determined in accordance with Article [Force Majeure]. Advance payments made may, where applicable, be transferred to an alternative date or credited in accordance with a reasonable allocation of costs to be determined by Hotel Papendal.

12.3.7 Basis of calculation - Cancellation costs shall always be calculated based on the full reservation value, including all agreed components such as venue rental, catering, hotel rooms, technical services, and other services, unless expressly agreed otherwise.

Article 13 Liability of Hotel Papendal

Except as provided in this article, Hotel Papendal is not liable for damage to or loss of property brought into any area of Hotel Papendal or onto the premises of Sportcentrum Papendal by a Customer or any person affiliated with or visiting the Customer. The Customer shall indemnify Hotel Papendal against any claims from third parties in this respect.

13.2 The above does not apply insofar as the damage or loss is attributable to intent or gross negligence on the part of Hotel Papendal.

13.3 Except as provided in paragraph 7 of this article, Hotel Papendal shall never be liable for any damage suffered by the Customer or any person affiliated with or visiting the Customer, unless such damage is the direct result of intent or gross negligence on the part of Hotel Papendal.

13.4 In the event of an obligation to pay damages arising from an attributable failure on the part of Hotel Papendal, Hotel Papendal shall never be required to pay compensation exceeding:

13.4.1 the amount equal to the consideration payable by the other party, or the market value in cases referred to in paragraph 7 of this article, or, if higher and insofar as applicable:

13.4.2 the amount paid out by Hotel Papendal's insurer in respect of the damage, or the compensation obtained from a third party in respect of the damage.

13.4.3 Hotel Papendal shall never be liable for damage to or involving the Customer's vehicle(s), except insofar as such damage is the direct result of intent or gross negligence on the part of Hotel Papendal.

- 13.4.4** Hotel Papendal shall never be liable for any direct or indirect damage to any person or property arising as a direct or indirect result of a treatment and/or the use of, and/or any defect, condition, or circumstance relating to any movable or immovable property, including medical equipment, of which Hotel Papendal is the holder, (leasehold) tenant, lessor, lessee, or owner, or which is otherwise at the disposal of Hotel Papendal, unless the damage is the direct result of intent or gross negligence on the part of Hotel Papendal.
- 13.4.5** If damage occurs to items entrusted to Hotel Papendal for safekeeping, for which a fee is charged, Hotel Papendal shall be obliged to compensate for damage to such items resulting from damage or loss. No compensation shall ever be owed for any other items contained within the deposited property.
- 13.4.6** If Hotel Papendal voluntarily accepts items for safekeeping without charging a fee, or if items are deposited and/or left behind in any way, anywhere, by anyone, without Hotel Papendal stipulating any compensation, Hotel Papendal shall never be liable for any damage to or in connection with such items, unless the damage is the direct result of intent or gross negligence on the part of Hotel Papendal.
- 13.4.7** If a Guest or a third party suffers damage for which the Customer or another Guest affiliated with the Customer is liable, the Customer shall fully indemnify Hotel Papendal against any claim whatsoever that such third party may bring against Hotel Papendal.
- 13.4.8** The indemnification obligation referred to in the previous paragraph shall also apply if the Agreement with the Customer is wholly or partially terminated for any reason.
- 13.4.9** The Customer and the Guest shall be jointly and severally liable for all costs incurred by Hotel Papendal on behalf of the Customer and/or the Guest.
- 13.4.10** Hotel Papendal shall not be liable for damage resulting from the acts and/or omissions of its employees, insofar as these employees act on behalf of and/or at the request of and/or under the instructions of the Customer and/or the Guest and/or persons under their supervision.
- 13.4.11** Hotel Papendal has the right, without prior consultation, to take measures to limit any damage caused by the Customer and/or the Guest, at the expense of the latter.
- 13.4.12** Any claims by the Customer and/or the Guest against Hotel Papendal shall expire within one year after the completion of the service provided by Hotel Papendal to the Customer and/or the Guest.

Article 14 Liability of the Customer and Joint and Several Liability

- 14.1** The Customer and the Guest are jointly and severally liable for all damage suffered by Hotel Papendal and/or any third party, arising in any way as a direct or indirect result of their acts and/or omissions, including violations of the house rules, as well as for all damage caused by any animal and/or any goods and/or any property of which they are the holder or which are under their supervision
- 14.2** Every Customer, Guest, and visitor of Hotel Papendal and/or Sportcentrum Papendal is responsible for arranging adequate insurance against risks such as medical expenses, accidents, fire, and third-party liability.
- 14.3** The Customer is responsible for arranging event insurance when organizing events at Papendal.
- 14.4** If multiple natural persons and/or legal entities have entered into an obligation towards Hotel Papendal, all such parties shall be jointly and severally liable towards Hotel Papendal for the fulfillment of all obligations arising from the agreement concluded with Hotel Papendal;
- 14.5** The Customer is jointly and severally liable for all damage suffered by Hotel Papendal and Sportcentrum Papendal as a result of any acts of third parties engaged by the Customer.
- 14.6** Any deferral of payment or remission of a debt granted by Hotel Papendal to one of the natural persons or legal entities, or any offer thereto, shall apply only to that specific person or entity;
- 14.7** All obligations arising from an agreement shall be joint and several, including with respect to the heirs and legal successors of the other party.

Article 15 Safety

- 15.1** Hotel Papendal places the highest importance on the safety of all visitors and its staff. The setup and evacuation of all Hotel Papendal accommodations are carried out under the supervision of Hotel Papendal. The setup and evacuation of Sportcentrum Papendal and all event grounds are carried out under the supervision of Sportcentrum Papendal..
- 15.2** In the event of emergencies, the Customer, Guests, and third parties must follow the instructions of the emergency response officers (BHV) of Hotel Papendal and Sportcentrum Papendal. Specific safety regulations apply to the event grounds, as separately included in the general terms and conditions.
- 15.3** Hotel Papendal is at all times entitled to impose binding regulations on the use of its accommodations if it deems this necessary for the safety of visitors and staff. These regulations also include any requirements imposed by (local) authorities.
- 15.4** Hotel Papendal is at all times entitled to modify or prematurely terminate any service provided by or on its behalf if a (threatening) emergency or irregularity gives cause to do so.

- 15.5** The Customer is responsible for obtaining any permits and exemptions required for the event from the Municipality of Arnhem and the Province of Gelderland; the associated costs shall be borne by the Customer.
- 15.6** If the Customer fails to obtain any required permit and/or exemption, or fails to obtain them in a timely manner, or does not comply with the regulations imposed by the Municipality of Arnhem, the Arnhem Fire Department, or the Province of Gelderland, and as a result the event cannot take place or can only take place in a modified form, all associated costs, consequences, and damages shall be borne by the Customer.

Article 16 Settlement and payment

- 16.1** All quotations issued by Hotel Papendal are based on the (purchase) prices and rates applicable at the time the quotation is issued. Hotel Papendal reserves the right to pass on any price increases occurring after the issuance of a quotation, including but not limited to those resulting from indexation and inflation. This may result in the final invoice being higher than quoted. The Customer agrees in advance to such price increases. A price increase does not entitle the Customer to unilaterally amend or terminate the Agreement. In the event of a price increase exceeding 8%, the Parties shall consult to determine how the Agreement can be executed.
- 16.2** For special services, such as the use of cloakroom, lockers, dry cleaning, telephone, copying, and similar services, Hotel Papendal may charge an additional fee.
- 16.3** All invoices, including those relating to cancellations or no-shows, are payable by the Customer as of the invoice date.
- 16.4** The Customer shall not be entitled to set-off, discounts, deductions, or suspension with regard to any amounts owed or to be owed to Hotel Papendal.
- 16.5** If an invoice is issued for an amount less than €150, Hotel Papendal is entitled to charge an administration fee of €10.
- 16.6** The Guest and the Customer are jointly and severally liable for all amounts owed to Hotel Papendal by either or both of them, on any grounds whatsoever. Neither may invoke any right of priority or recourse. Unless otherwise agreed, agreements are deemed to have been concluded also on behalf of each Guest. By appearing, the Guest confirms that the Customer was authorized to represent them when concluding the Agreement.
- 16.7** As long as the Customer has not fully complied with all obligations towards Hotel Papendal, Hotel Papendal is entitled to retain all goods brought onto the premises by the Customer until the Customer has fulfilled all obligations to the satisfaction of Hotel Papendal. In addition to a right of retention, Hotel Papendal shall, where applicable, have a right of pledge over the goods concerned. The Customer undertakes in advance to cooperate with the creation of such a pledge in favor of Hotel Papendal.
- 16.8** If payment other than in cash has been agreed, all invoices, regardless of amount, must be paid by the Customer within 14 days of the invoice date. If an invoice is issued, Hotel Papendal is at all times entitled to charge a credit limitation surcharge of 2% of the invoice amount, which will be waived if the Customer pays the invoice within 14 days, whereby the value date of receipt in Hotel Papendal's account shall be decisive.
- 16.9** If payment is not made within the agreed term, the Customer shall be in default by operation of law, without any notice of default being required, and Hotel Papendal shall be entitled to statutory commercial interest applicable on the invoice date. A part of a month shall be considered a full month when calculating the interest due.

- 16.10** All reasonable costs incurred in collecting the claim (collection costs), both judicial and extrajudicial, shall be borne by the Customer. The extrajudicial costs shall be equal to 15% of the outstanding amount, with a minimum of €40.
- 16.11** If Hotel Papendal holds goods belonging to the Customer and the Customer has been in default for a period of three months, Hotel Papendal shall be entitled to sell these goods either publicly or privately and recover its claim from the proceeds. The costs associated with the sale shall also be borne by the Customer and may likewise be recovered from the proceeds. Any remaining amount after recovery by Hotel Papendal shall be paid to the Customer.
- 16.12** Any payment made shall, regardless of any designation or remark made by the Customer at the time of payment, be deemed to be applied in reduction of the Customer's and/or Guest's debt to Hotel Papendal in the following order:
1. enforcement costs;
 2. judicial and extrajudicial collection costs;
 3. interest;
 4. damages;
 5. principal amount
- 16.13** Payment shall be made in euros. If Hotel Papendal accepts foreign means of payment, the market exchange rate applicable at the time of payment shall apply. Hotel Papendal will charge an administration fee of 10% on the amount offered in foreign currency. For this purpose, the applicable market exchange rate will be increased by 10%.
- 16.14** Hotel Papendal does not accept cheques.

Article 17 Force Majeure

- 17.1** Force majeure shall mean any foreseen or unforeseen, foreseeable or unforeseeable circumstance that makes the performance of the Agreement by Hotel Papendal so difficult that performance becomes impossible or unreasonably burdensome.
- 17.2** Any failure caused by force majeure cannot be attributed to Hotel Papendal.
- 17.3** Force majeure includes, but is not limited to, terrorist threats, war or threat of war, epidemics and diseases, (labor) strikes, transport problems, extreme weather conditions, natural disasters, and restrictive government measures.
- 17.4** Such circumstances shall also include circumstances affecting persons and/or services and/or institutions engaged by Hotel Papendal in the performance of the Agreement, as well as any failure in performance by such parties.
- 17.5** If one of the parties to an Agreement is unable to fulfill any obligation under the Agreement, it must inform the other party as soon as possible.

Article 18 Personal data

- 18.1** Hotel Papendal may, in the context of an agreement concluded with the Customer, process personal data within the meaning of the General Data Protection Regulation (hereinafter: "GDPR") of (employees and/or guests of) the Customer. This personal data will be processed in accordance with the Privacy Statement of Hotel Papendal and applicable laws and regulations, including the GDPR
- 18.2** The Customer shall inform any person who gains access to the services of Hotel Papendal through the Customer that Hotel Papendal may process personal data of employees and/or guests of the Customer in the context of the performance of the agreement and in accordance with the Privacy Statement;
- 18.3** Insofar as Hotel Papendal acts as a processor within the meaning of the GDPR under an agreement, and no separate data processing agreement has been concluded between Hotel Papendal and the Customer, this article shall serve as the data processing agreement between Hotel Papendal and the Customer, taking into account the provisions of Article 28(3) GDPR;
- 18.4** Hotel Papendal shall adequately secure the personal data processed on behalf of the Customer. Hotel Papendal shall implement appropriate technical and organizational measures to protect personal data against loss and any form of unlawful processing. These measures shall, taking into account the state of the art and the costs of implementation, ensure an appropriate level of security given the risks involved in the processing and the nature of the data to be protected. Such measures shall include, among others:
- i) physical security and security of equipment/data files, including firewalls, password log-in and/or encryption;
 - (ii) the development of an information security policy document;
 - (iii) the designation of persons responsible for security;
 - (iv) the implementation of access controls (procedures to grant authorized employees access to information systems and services)
- 18.5** Hotel Papendal shall require its employees, through their employment contracts and/or confidentiality agreements, to maintain confidentiality of confidential information, including, in any case, personal data;
- 18.6** Hotel Papendal shall keep personal data as separate as possible from other information;
- 18.7** In the event of a security breach leading to (a significant risk of) serious adverse consequences for the protection of personal data, Hotel Papendal shall inform the Customer without undue delay and, where possible, no later than 24 hours after discovery of the breach;
- 18.8** Hotel Papendal shall process personal data obtained from the Customer as a processor solely for the purpose of providing services to the Customer. Without the Customer's explicit written consent, Hotel Papendal shall not use personal data for its own purposes or for the purposes of third parties;
- 18.9** Insofar as Hotel Papendal engages third parties, hereinafter referred to as "sub-processors," in the performance of the agreement, such sub-processors shall be subject to obligations equivalent to those of Hotel Papendal.

Article 19 Applicability of General Terms and Conditions, Governing Law and Disputes

- 19.1** The rights and obligations arising from an agreement concluded with Hotel Papendal may not be transferred by the Customer to third parties without the prior written consent of Hotel Papendal. Hotel Papendal is entitled to transfer its rights and obligations under an agreement with the Customer to third parties;
- 19.2** Hotel Papendal is at all times entitled to amend these General Terms and Conditions. Hotel Papendal will inform the Customer of any amendments in advance. If an amendment clearly has adverse consequences for the Customer, the Customer is entitled to terminate the agreement with Hotel Papendal prematurely by registered letter, effective from the date on which the amended General Terms and Conditions would take effect, provided that the reason for termination is stated. If such termination is not considered reasonable by Hotel Papendal, the Parties will consult regarding acceptance of the amended General Terms and Conditions. In the absence of such termination, the amended General Terms and Conditions shall apply as of the stated date.
- 19.3** These General Terms and Conditions, as well as any agreement concluded or to be concluded with Hotel Papendal and any agreements and disputes arising therefrom, shall be governed by Dutch law;
- 19.4** In the event of disputes, the Parties will first attempt to resolve the matter through mutual consultation. If this does not lead to a satisfactory result, the dispute shall be submitted to the competent court in the district of Arnhem.
- 19.5** The invalidity of one or more provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. If any provision is found to be invalid for any reason, the Parties shall be deemed to have agreed upon a valid replacement provision that approximates the intent and scope of the invalid provision as closely as possible.

Specific Terms for Event Grounds and Sports Facilities

The following conditions apply in addition to every agreement with Hotel Papendal relating to the use of one or more event grounds and/or sports facilities (hereinafter collectively referred to as: "the Event Grounds").

Article 20 The eventground, use

- 20.1** The Customer undertakes to take proper care of the Event Grounds as a prudent custodian and to use the rented property only in a proper manner;
- 20.2** The Customer declares to be fully familiar with the Event Grounds made available by Hotel Papendal. The Customer does not require any further description of the Event Grounds other than as stated in the rental agreement.
- 20.3** At the start of the rental agreement, the Event Grounds shall be deemed to have been delivered in good condition and accepted without defects, in the condition that the Customer may expect from a well-maintained property of a similar type to which the agreement relates. If the condition of the Event Grounds, as accepted by the Customer, deviates from that of a comparable (immovable) property in good condition, such deviation (and thus anything not considered well-maintained) shall not be regarded as a defect within the meaning of the law;
- 20.4** If a specific purpose for the Event Grounds is stated in the agreement, the Customer shall use the Event Grounds exclusively for that purpose or those activities. In all other cases, the Customer must inform Hotel Papendal of any intended use that deviates from the normal use for which the Event Grounds are intended. Any deviating use requires prior written approval from Hotel Papendal;
- 20.5** The Customer is not permitted to sublet, lease, or otherwise make the Event Grounds available to third parties, in whole or in part, nor to transfer any rental rights, in whole or in part;
- 20.6** Hotel Papendal is obliged to make the Event Grounds available to the Customer during the agreed period.
- 20.7** Hotel Papendal is entitled to require the Customer to accept alternative sports facilities and/or event grounds and other items than those specified in the agreement, unless such an alternative would be considered manifestly unreasonable and clearly burdensome for the Customer;
- 20.8** In the aforementioned case, the Customer has the right to terminate the agreement to which such intention of Hotel Papendal relates with immediate effect, without prejudice to its obligations under other agreements;
- 20.9** If Hotel Papendal saves costs by providing alternative sports facilities and/or event grounds instead of those originally agreed upon, the Customer shall be entitled to compensation equal to such savings.
- 20.10** Except for the compensation referred to in Article 3.10, Hotel Papendal shall never be liable for any damages.

Article 21 Use of the leased property

- 21.1** The Customer shall at all times comply with oral and written instructions given by or on behalf of Hotel Papendal. Hotel Papendal is entitled, during the use of the Event Grounds, to issue instructions in the interest of proper use of the Event Grounds and any indoor and outdoor areas, installations, and facilities. These include instructions regarding maintenance, appearance, noise levels, order, fire safety, parking behavior, and the times and manner in which loading and unloading take place;
- 21.2** The Customer is not permitted to:
- a. have environmentally hazardous, nuisance-causing, or disruptive items in, on, or near the Event Grounds, including but not limited to items emitting odors, flammable or explosive materials;
 - b. use the Event Grounds in such a way that soil or other environmental contamination occurs;
 - c. use the Event Grounds in such a way that damage may occur or its appearance may be impaired;
 - d. use means of transport that may damage fields and grounds.;
- 21.3** The Customer shall inform Hotel Papendal in writing at least 14 days in advance of any intention to make changes or additions to or on the Event Grounds. This includes, but is not limited to, signage, advertising, announcement boards, publications, lighting, flagpoles, displays, and similar items;
- 21.4** Hotel Papendal has the right to prohibit the changes or additions desired by the Customer or to impose conditions on such changes or additions. These conditions may relate to execution, location, dimensions, and choice of materials, which the Customer must comply with;
- 21.5** If Hotel Papendal prohibits the changes or additions proposed by the Customer, the Parties shall consult to determine how the Customer's wishes can be accommodated;
- 21.6** Dutch traffic regulations apply on the Papendal premises. The Customer must comply with these regulations at all times and under all circumstances. The Customer is also obliged to follow instructions from Hotel Papendal and any traffic controllers engaged by Hotel Papendal;
- 21.7** The Customer acknowledges that the road network on the premises has a maximum load capacity of 18 tons. The Customer shall not exceed this maximum load and shall inform any third parties engaged by the Customer accordingly. The Customer shall indemnify Hotel Papendal against all direct and indirect financial consequences and any claims from third parties arising from exceeding the maximum load capacity of the road network by or on behalf of the Customer;
- 21.8** The load and use of event grounds, football fields, and grass fields shall be determined in consultation between the Parties. Without prior written consent from Hotel Papendal, loads exceeding those of a passenger vehicle are not permitted on football fields and grass fields
- 21.9** Hotel Papendal shall make every reasonable effort to ensure that operations and activities across the entire Papendal premises run as smoothly as possible. In doing so, Hotel Papendal will endeavor to ensure that the Customer experiences as little inconvenience or disturbance as possible as a result of other activities taking place at Papendal. The Customer is at all times obliged to allow other visitors of Papendal to make use of the accommodations rented by them;

Article 22 Rental period, early termination

- 22.1** After the expiration of the period stated in the agreement, the agreement shall not be renewed. The rental agreement shall terminate automatically on the expiry date, without prior notice being required;
- 22.2** In the event of non-payment by the Customer of the amounts referred to in Article 7 on the due dates, as well as in the event of bankruptcy of the tenant, Hotel Papendal may terminate the agreement prematurely, without observing any notice period, by means of a simple notification, without any formal notice of default or judicial intervention being required. This shall be without prejudice to Hotel Papendal's right to claim compensation for costs, damages, and interest. Such termination shall not take place if the Customer fulfills its obligations within one month after being summoned by Hotel Papendal;
- 22.3** If the agreement is terminated on the basis of this article, the Customer shall not be entitled to any compensation.

Article 23 Prices and indexation

- 23.1** The Customer's payment obligation consists of the price stated in the agreement, increased by the applicable VAT rate, any indexation, and any additional services;
- 23.2** Hotel Papendal is entitled to annually index the prices for facilities and services to be provided, including with respect to agreements already concluded and quotations issued. Such indexation does not entitle the Customer to unilaterally terminate an existing agreement.
- 23.3** Increases resulting from collective labor agreements (CLA), increases in social charges, and significant incidental cost increases from suppliers passed on to Hotel Papendal may be charged to the Customer. In the event of indexation exceeding 5% compared to the prices stated in the agreement, prior consultation with the Customer shall take place before the indexation is applied.

Article 24 Handover

- 24.1** Hotel Papendal may decide to carry out an inspection prior to and at the end of the period of use. During this inspection, the Parties shall record the condition of the Event Grounds;
- 24.2** Any deviation in the condition at the end of the period of use compared to the condition at the start shall be considered damage, the repair of which shall be at the Customer's expense. In the event of identified damage, Hotel Papendal is entitled to recover such costs from the deposit paid by the Customer. If the deposit is insufficient, the Customer shall be obliged to pay the remaining amount of the damage to Hotel Papendal.
- 24.3** The deposit shall only be refunded after the Parties have established that no damage has occurred.

Artikel 25 Liability and indemnity

- 25.1** In the event of defects in the leased property, the Tenant shall not be entitled to any reduction of the rental price, set-off, suspension of any payment obligation, or termination of the rental agreement;
- 25.2** Defects shall include, but are not limited to: visible and invisible defects in the leased property or the building or complex of which it forms part, weather conditions, limited accessibility of the leased property, vacancy elsewhere, interruptions in the supply of gas, water, electricity, heating, ventilation, or air conditioning, malfunctions of installations and equipment, ingress or egress of gases or liquids, fire, explosion, and deficiencies in supplies and services.
- 25.3** The Customer is liable for all damage caused to the leased property and the property of Hotel Papendal located therein or thereon, including damage caused by exhibitors, visitors, or other third parties;
- 25.4** The Customer is liable for damage resulting from changes or additions made by or on behalf of the Customer to the leased property. The Customer shall indemnify Hotel Papendal against any claims from third parties in this respect;
- 25.5** Hotel Papendal shall not be liable for damage related to the use of the leased property suffered by persons admitted to the leased property by the Customer, the Customer's staff, or persons for whom the Customer is responsible. The Customer shall indemnify Hotel Papendal against any claims from third parties in this respect;
- 25.6** Hotel Papendal shall not be liable for damage related to the use of the leased property to goods belonging to the Customer or third parties present in the leased property. The Customer shall indemnify Hotel Papendal against any claims from third parties in this respect;
- 25.7** Hotel Papendal shall not be liable for the consequences of defects in the leased property which it did not know or could not reasonably have known about at the time the agreement was concluded;
- 25.8** The Customer shall indemnify Hotel Papendal against any fines imposed on Hotel Papendal as a result of acts or omissions of the Customer.

Article 26 Safety, security and emergencies

- 26.1** **General safety obligation** The Customer is fully responsible for maintaining order, safety, and health of visitors, participants, staff, and third parties during the Event. The Customer must comply with all applicable laws and regulations, including but not limited to provisions of the General Local Ordinance, the Safety Regions Act, the Building Decree 2012 (or any successor legislation), and/or permit conditions imposed by the municipality or emergency services.

26.2 Safety plan and approval

If the nature, scale, or risk of the Event so requires, the Customer is obliged to submit a safety plan to the Lessor no later than 6 weeks prior to the Event. This plan shall include at least:

- a. an evacuation plan and emergency response plan;
- b. a crowd management and crowd control plan, including maximum visitor capacity;
- c. a fire safety plan, including fire extinguishing equipment, escape routes, and accessibility for emergency services;
- d. a medical plan, including first aid posts and deployment of medical personnel;
- e. a security plan, including the deployment of certified security personnel;
- f. a sound plan, including measures to comply with applicable noise standards and end times;
- g. a site layout drawing, showing, among other things, stages, tents, emergency exits, first aid posts, and escape routes.

Hotel Papendal has the right to assess the safety plan and to impose additional requirements if this is deemed necessary for the safety of the premises, visitors, or third parties.

26.3 Deployment of security, first aid, and fire safety personnel

The Customer is obliged, depending on the nature and scale of the Event, to ensure the deployment of sufficient:

- certified security personnel;
- fire watch or fire safety personnel, if required by permit or safety plan;
- **fire watch or fire safety personnel, if required by permit or safety plan.**

If Hotel Papendal deems this necessary or if required under permit conditions, Hotel Papendal may require that these services be procured through or in consultation with Hotel Papendal. The associated costs shall be borne entirely by the Customer.

26.4 Capacity and crowd control

The Customer shall not exceed the maximum permitted and agreed number of visitors. The Customer must take appropriate measures to safely manage inflow, queues, crowd movement, and emergency exits.

26.5 Fire safety and escape routes

All escape routes, emergency exits, and access roads for emergency services must be kept clear and clearly marked at all times. The use of tents, stages, installations, and temporary structures must comply with applicable fire safety regulations and structural requirements.

26.6 Noise and public order

The Customer is responsible for complying with all noise limits, end times, and other requirements set out in permits and local regulations. The Customer must take measures to prevent nuisance, disturbances, and hazardous situations.

26.7 Inspection and instructions

Hotel Papendal or its designated representatives shall have the right at all times to inspect the Event Grounds. The Customer must immediately comply with any instructions from the Lessor regarding safety and order.

26.8 Non-compliance

If the Customer fails to comply with the obligations set out in this article, the Lessor is entitled to refuse the Event, suspend it, or terminate it prematurely, without the Customer being entitled to any refund of rent or compensation for damages.

JANUARY 2026