

# World Forum The Hague

General Terms and  
Conditions

World Forum The Hague



## Index

Art. 1 Definitions

Art. 2 General

Art. 3 Offers (quotations), options and conclusion of a Contract and supplements and/or amendments to a Contract

Art. 4 The (use of the) Rented Space

Art. 5 Delivery

Art. 6 The Event and the Guarantee Number

Art. 7 Facilities: Standard and Optional Facilities

Art. 8 Fee/taxed rent, Payment, Cancellation fee, Non-compliance with payment obligation

Art. 9 Loss and liability. Insurance

Art. 10 Copyright and other intellectual property rights, recordings

Art. 11 Safety and Security

Art. 12 Permits

Art. 13 Complaints

Art. 14 Dissolution and Suspension Art. 15 Sundry

## 1. Definitions

The following terms in these general terms and conditions for events (the **General Terms and Conditions**) have the following meanings:

1. **Event:** the event in the Rented Space as further specified in the Contract;
2. **Invoice Value:** the total value of all amounts World Forum has charged/invoiced to the Renter in connection with the Event, reduced by any VAT that is charged, where relevant;
  - a. **Initial Guarantee Number:** the minimum number of participants that shall take part in the Event, confirmed at the moment of signing the contract;
  - b. **Revised Guarantee Number:** the number of participants confirmed (25) working days before commencement of the Event.
  - c. **Final Guarantee Number:** the number of participants confirmed (10) working days before commencement of the Event.
3. **Rented Space:** one, a number of or all auditoriums and spaces (as further specified in the Contract) that is or are part of the World Forum building, at Churchillplein 10 in The Hague, the Netherlands;
4. **Good Faith Advance:** the non-reclaimable advance of 10% of the Reservation Value that the Renter is to pay World Forum on signing the Contract;
5. **Renter:** the (legal) person or organization that rents the Rented Space and concludes the Contract with World Forum;
6. **Optional Facilities:** facilities and services relating to the Event that can be provided by World Forum, or by the Renter or third parties called in by the Renter;
7. **Contract:** the agreement concluded between World Forum and the Renter for the rent and/or use of the Rented Space in connection with an Event (the rental contract) and which is expanded for the organization of Facilities (includes the service contract and the supplementary service contract);
8. **Reservation Value:** the amount that is equal to 100% of the rent for the Rented Space and 75% of the catering order (as further specified in the Contract) at the time the Contract is signed (the rental of the Rented Space).
9. **Standard facilities:** facilities and services relating to the Event that can be provided solely by World Forum;
10. **Facilities:** Standard and Optional Facilities; confirmed by the Renter will be part of the Contract.
11. **Working day(s):** every day other than Saturdays, Sundays and generally recognized Dutch public holidays;
12. **World Forum The Hague (World Forum):** GL Events World Forum Convention Center B.V., with its registered office and principal place of business at Churchillplein 10, 2517 JW, The Hague, the Netherlands.

## 2. General

1. These General Terms and Conditions are applicable to all offers (quotations) and to the conclusion, contents and performance of all Contracts, as well as to all legal acts and relationships between World Forum and the Renter, including the negotiations and other pre-contractual situations.
2. World Forum rejects the applicability of any of the Renter's general (or specific) terms and conditions or clauses to a Contract, unless otherwise agreed in writing in an addendum to the Contract.
3. Variances from or supplements to the General Terms and Conditions are effective solely when they have been accepted by World Forum in writing and are applicable solely to the Contract in question.
4. Should there be any conflict between provisions of the Contract and provisions of the General Terms and Conditions then the provisions of the Contract shall prevail, unless expressly specified otherwise.

## 3. Offers (quotations), options and conclusion of a Contract and supplement and or amendments to a Contract

1. All offers (quotations), whether with or without a statement of the fees, estimate, preliminary costing or similar information, are non-binding on World Forum until World Forum and the Renter have both signed the Contract in accordance with Article 3.4.
2. Parties interested in the rental of auditoriums and spaces can, when they comply with requirements to be specified further, come into consideration for an option, i.e. a provisional reservation. An option does not create any obligation between World Forum and the Renter.
3. First options on spaces are granted for a period of ten (10) Working Days, after which they expire automatically. Should World Forum be in a position to make a definitive booking of the spaces for another interested party during this period then the party with the 1<sup>st</sup> option will be contacted and will be entitled, for a period of 48 hours, to convert the option into a definitive booking by signing the Contract it is offered.
4. The Contract is concluded and, consequently, becomes definitive at the time persons competent to represent World Forum and the Renter have both signed the Contract. The above is applicable provided that the signed Contract is received by World Forum by no later than ten (10) Working Days after the date of the Contract: on the failure to do so, no Contract is concluded and the Renter can no longer derive any rights therefrom. When World Forum and the Renter reach agreement on an Event that will take place within ten (10) Working Days after the agreement then the signed Contract shall be received by World Forum within two (2) Working Days of the date of the Contract and by no later than the time at which the Event is to begin.
5. Once the Contract has been concluded as specified in the previous paragraph then the Renter can submit proposals for the rental of extra spaces, orders for Facilities and/or the Guarantee Number and/or for supplements to and/or amendments of the Contract to World Forum, when any such supplements to and/or amendments of the Contract are feasible solely subject to the provisions and terms and conditions as further specified in the General Terms and Conditions and the Contract, and are always subject to the conditions that there is (adequate) availability and/or it is still feasible for World Forum to organize/realize these supplements and/or amendments. Any additional costs, where relevant, from specific dates are included in the Contract. World Forum can never guarantee that requests for supplements of and/or amendments to the Contract can be

honoured. This is, in particular, applicable to requests for supplements and/or amendments submitted shortly before the date of the Event. Moreover, World Forum can never be held liable for any loss and/or extra costs the Renter is compelled to incur due to World Forum's inability to honour requests for supplements and/or amendments.

6. All requests from the Renter for supplements and/or amendments as referred to in the previous paragraph shall be submitted to World Forum by email, using the email address specified in the Contract. For the purposes of the provisions of the previous and this paragraph, every person and/or employee who submits a request for supplements and/or amendments on behalf of the Renter shall be deemed to be competent to represent the Renter unless the Renter has specified otherwise in the Contract. World Forum shall confirm by e-mail whether the supplements and/or amendments are feasible as soon as possible and in any case within five (5) Working Days. When the supplements and/or amendments are requested fourteen (14) Working Days or less prior to the commencement of the Event then World Forum shall confirm by e-mail whether the supplements and/or amendments are feasible as soon as possible and by no later than three (3) Working Days prior to the Event and, when they are feasible, state which conditions will be applicable. Supplements and/or amendments requested during the Event shall, when it transpires that they are feasible, be included on a separate order form that is signed by both parties, whereby the Renter shall, in advance, designate a person who is competent to represent the Renter and shall be the Renter's sole competent person for arranging for supplements and/or amendments. The procedure for the amendment of the Guarantee Number is specified further in Article 6.
7. When World Forum has confirmed the aforementioned supplements and/or amendments by email or has approved them on a separate order form then they are definite and will be deemed to constitute an amendment to the Contract. All other amendments to the Contract come into effect solely when persons competent to represent World Forum and the Renter have both approved the amendments in writing.

## 4. The (use of the) Rented Space

1. World Forum rents the Rented Space specified in the Contract to the Renter for the object specified in the Contract and to that end makes the Rented Space available to the Renter on the specified date or dates for the Event to be organized by the Renter. The Renter declares that it shall accept the rental of the Rented Space on the specified date or dates.
2. The Rented Space(s) encompasses solely the space(s) specified in the Contract, as well as the installations and facilities present in the Rented Space to the extent that this is agreed in writing.
3. The Renter is not permitted to make all or part of the Rented Space(s) and all the associated facilities available to a third party, in any manner and/or for any reason whatsoever, either free of charge or for a payment, without prior written permission from World Forum.
4. If the Renter wants to make all or part of the Rented Space(s) - other than for stands in the exposition space(s) - and/or all the associated facilities available to a third party, World Forum may make the grant of the permission referred to in Article 4.3 dependent on the Renter's commitment not to charge third parties, either directly or indirectly, a mark-up of a total of more than 15%. Should the Renter fail to comply with the above then the Renter shall - without any further notice of default being required - forfeit an immediately payable penalty to World Forum of an amount equal to the rent due for the Rented Space. The aforementioned penalty will be without prejudice to all World Forum's other rights including, but not restricted to, the right to dissolve the Contract (at any time) and/or the right to full compensation for all loss and costs incurred, including but not restricted to all legal costs.
5. When World Forum grants the permission referred to in Article 4.3 then the Renter shall ensure that the provisions of these General Terms and Conditions are applicable to and observed by the relevant third party. The Renter retains its full liability towards World Forum for all obligations arising from the Contract, including damage caused by or due to the third party's use of the Rented Space and all the associated property. The Renter also

warrants to World Forum that the third party will fulfil all its financial obligations towards World Forum, whereby the Renter is then, alongside the third party, jointly and severally liable towards World Forum.

6. The Renter is not permitted to:
  - a. make any modification to the Rented Space and its fittings, or to make any additions; communications from the partners of World Forum inside and outside the Rented Space may not be removed or covered without prior written permission from World Forum. Communications from the Renter's sponsors and artists, etc., may be affixed solely in consultation with and after approval from World Forum;
  - b. place objects, offer merchandise (such as beverages, food, T-shirts, posters and similar) for sale, and/or to distribute or have them distributed in some other manner, or distribute folders, flyers and other advertising communications in the World Forum building without prior written permission from World Forum, which permission World Forum will not unreasonably withhold. For the placement of objects, offering of merchandise and distribution of folders, flyers and other advertising communications prior permission of the local authorities may be required;
  - c. use the Rented Space in a manner that causes hindrance to the users of spaces adjacent to the Rented Space or to their surroundings;
  - d. act contrary to the (fire) safety regulations applicable to World Forum in and in the vicinity of the Rented Space (as assessed exclusively by World Forum and the competent authorities).
7. The Renter is under the obligation to comply promptly with all instructions relating to the use of the Rented Space that are issued by World Forum.

Unless the Renter made an exclusive booking, should the size of the Event decrease, as assessed by World Forum, then World Forum is entitled to assign space(s) other than the Rented Space to the Renter, under the same conditions and for the prevailing fees for those space(s) , although those fees may never be higher than the fees for the space(s) that were originally contracted. Should the size of the Event increase, as assessed by World Forum, then World Forum is entitled to assign space(s) other than the Rented Space to the Renter, under the same conditions and for the prevailing fees for those space(s) , whereby the Renter shall bear the expense of any additional costs, where relevant. Any amendments of the Contract pursuant to this provision do not grant the Renter the right to compensation for any resultant loss incurred: any liability for the above is hereby expressly excluded. The Renter also indemnifies World Forum against any third-party claims.

## 5. Delivery

1. Unless the Renter has indicated otherwise to World Forum in writing prior to the commencement of the rental period, the Renter declares that the Rented Space has been received in good condition and without defects. At the end of the rental period, and at least at the agreed time, the Renter shall deliver the Rented Space to World Forum entirely vacant, swept clean and in unmodified and undamaged condition.
2. Should the Renter fail to deliver the Rented Space by the time specified in Article 5.1 or fail to deliver the Rented Space vacant, swept clean and in unmodified and undamaged condition, either in whole or in part, then the Renter shall be in default by operation of law and shall – without any further notice of default being required – forfeit an immediately payable penalty to World Forum of an amount equal to the rent due for the Rented Space for each day – which is also understood as part of a day – on which the Renter fails to fulfil this obligation (in an adequate manner).
3. World Forum, without prejudice to the provisions of Article 5.2, reserves the right to carry

out or make arrangements for cleaning, removal, disposal and the repair and/or replacement of damage or missing property. The Renter shall bear the expense of all the reasonable associated costs, including the personnel costs incurred by World Forum, and shall settle these costs with World Forum within ten (10) Working Days of the date of the invoice specifying these costs. The above is applicable without World Forum being liable for any loss or damage. World Forum does not bear any responsibility for the property of the Renter or third parties and does not encumber itself with the insurance thereof.

## 6. The Event and the Guarantee Number

1. The Renter shall use the Rented Space solely for the object of the Event as specified in the Contract.
2. The Contract contains specifications of the number of days and performances/acts, the Guarantee Number and all other information of relevance to the Event.
3. The Renter is under the obligation to observe all instructions issued by World Forum and the relevant competent authorities, including the fire brigade, that govern access to and the use of the Rented Space and the equipment and similar in the Rented Space. The Renter shall consult with and seek World Forum's approval of the layout and fittings of the rented space, for example drawings of the rooms and exhibition, by no later than twenty-five (25) Working Days prior to the commencement of the Event.
4. The Renter is under the obligation to comply with all World Forum's rules for the World Forum building and with all other measures that World Forum deems to be necessary for the appropriate course of the Event.
5. The rental of the Event begins and ends on the days/times specified in the Contract. The assembly and disassembly work required for the Event shall, with due regard for the rental times and the other events that may be held in World Forum, be carried out in accordance with the further specifications laid down in the Contract.
6. The Renter agrees that the regular operations of and work in the World Forum must be able to continue without hindrance. This also extends to hindrance that can, in reasonableness, occur as a result of the Event including, in view of its nature and scope, the necessary assembly and disassembly work.
7. To avoid every misunderstanding, the Renter declares and warrants that the Renter shall i) bear the full risk of organizing and holding the Event, ii) bear the full risk of any loss incurred, where relevant, in the operation of the Event and that iii) the Renter shall bear the full expense of all costs incurred in connection with the Event.
8. The Renter warrants that World Forum can make use of any video, image and/or text material that the Renter may make available for the purposes of World Forum's announcement and/or promotion of the Event without any restriction unless explicitly notified to World Forum in writing, and that this material will not infringe any third-party rights. The Renter indemnifies World Forum against all third-party claims in this respect.
9. The Renter warrants to World Forum that it will submit information in time and that the information will be accurate. World Forum does not bear any liability whatsoever for loss incurred as the result of the failure to submit information in time and/or the failure to submit accurate information.
10. The Contract specifies the Initial Guarantee Number confirmed at the moment of signing the Contract as specified in Article 1.3.1 The size and Scope of the Rented Space and the Facilities and, consequently, the fee and the Reservation Value, are based on the Initial Guarantee Number.

The following provisions are applicable to the Guarantee

Number: 10.1



The Initial Guarantee Number can be revised into the Revised Guarantee Number. During the period until no later than twenty-five (25) Working Days prior to the commencement of the Event the Renter may reduce the Guarantee Number originally specified in the Contract by a maximum of 10% by the submission of a written amendment to World Forum that World Forum shall need to receive by no later than twenty-five (25) Working Days prior to the commencement of the Event. The Revised Guarantee Number will replace the Initial Guarantee Number. When a written amendment is not submitted or is not received by World Forum by no later than twenty-five (25) Working Days prior to the commencement of the Event then the Initial Guarantee Number becomes the Revised Guarantee Number.

#### 10.2

During the period until no later than twenty-five (25) Working Days prior to the commencement of the Event the Renter may increase the Initial Guarantee Number by the submission of a written amendment to World Forum, provided that this does not exceed the permitted capacity of the Rented Space. Any wish of the Renter to increase the Initial Guarantee Number is feasible solely subject to sufficient availability, including the adequate availability of the associated Facilities. When an increase is feasible then World Forum is entitled to charge both the ordinary fee for the additional participants and the extra costs directly related to the increase. When a written amendment is not submitted or is not received by World Forum by no later than twenty-five (25) Working Days prior to the commencement of the Event then the initial Guarantee Number becomes Revised Guarantee Number.

#### 10.3

During the period until no later than ten (10) Working Days prior to the commencement of the Event the Renter may reduce the Revised Guarantee Number by a maximum of 10% by the submission of a written amendment to World Forum that World Forum shall need to receive by no later than ten (10) Working Days prior to the commencement of the Event. The Final Guarantee Number will replace the Revised Guarantee Number. When a written amendment is not submitted or is not received by World Forum by no later than ten (10) Working Days prior to the commencement of the Event then the Revised Guarantee Number becomes The Final Guarantee Number.

#### 10.4

During the period until no later than ten (10) Working Days prior to the commencement of the Event the Renter may increase the Revised Guarantee Number by a maximum of 10% by the submission of a written amendment to World Forum, provided that this does not exceed the permitted capacity of the Rented Space. Any wish of the Renter to increase the Revised Guarantee Number by more than 10% is feasible solely subject to sufficient availability, including the adequate availability of the associated Facilities. When an increase is feasible then World Forum is entitled to charge both the ordinary fee for the additional participants and the extra costs directly related to the increase. The Final Guarantee Number replaces the Revised Guarantee Number. When a written amendment is not submitted or is not received by World Forum by no later than ten (10) Working Days prior to the commencement of the Event then the Revised Guarantee Number becomes The Final Guarantee Number.

The Renter recognizes that an amendment of the Guarantee Number can also result in an amendment of the (scope of) (part of the) Facilities. World Forum shall state this in the confirmation email, together with the additional costs resulting from the amendment. An amendment of the Guarantee Number will have no effect on the Reservation Value. Adjustments to the fee resulting from amendments to the Guarantee Number will be processed as further specified in Article 7



## 7. Facilities: Standard and Optional Facilities

1. World Forum is a full-service organization and is prepared to organize all the Facilities the Renter requires for the Event, including the services of subcontractors, if so requested by the Renter. World Forum will organize all Facilities with due care, in time and to the best of its ability as further specified in the Contract.
2. The Facilities offered by World Forum, the fees and the other conditions governing the Facilities are included in World Forum's quotation or in the Contract (Service Contract).
3. Standard and/or Optional Facilities shall, including the Revised Guarantee Number, be ordered from World Forum by no later than twenty- five (25) Working Days prior to the commencement of the Event by email, using the email address specified in the Contract.

Every person and/or employee who submits a request for Facilities on behalf of the Renter shall be deemed to be competent to represent the Renter unless the Renter has specified otherwise in the Contract. World Forum shall confirm by email whether the requested Standard and/or Optional Facilities can be arranged as soon as possible and in any case within five (5) Working Days after the receipt of the Renter's email that makes the request. When the Standard and/or Optional Facilities are requested twenty-four (24) Working Days or less before the Event then World Forum shall confirm by email whether the requested Standard and/or Optional Facilities can be arranged as soon as possible and in any case by no later than fifteen (15) Working Days prior to the commencement of the Event and, if so, subject to which conditions. Standard and/or Optional Facilities requested during the Event shall, when it transpires that they can be arranged, be included on a separate order form that is signed by both parties, whereby the Renter shall, in advance, designate a person who is competent to represent the Renter and shall be the Renter's sole competent person for the submission of requests for Standard and/or Optional Facilities during the Event.

4. The aforementioned Facilities shall first become a definite part of the Contract for the Event at the time World Forum has confirmed them in an email or approved them in a separate order form, when they shall also be governed by these General Terms and Conditions.
5. World Forum is entitled to contract out the delivery of the Standard Facilities and Optional Facilities (when arranged via World Forum), either in whole or in part, to one or more third parties. World Forum can never guarantee that requests for Facilities can be honoured. This is, in particular, the case when requests for Facilities are submitted twenty-four (24) Working Days or less prior to the commencement of the Event. Moreover, World Forum can never be held liable for any loss the Renter shall incur and/or extra costs the Renter is compelled to incur due to World Forum's inability to honour a request for Facilities, irrespective of the time at which a request is submitted.
6. Solely World Forum staff or third parties called in by World Forum are permitted to operate World Forum's technical equipment and to access what are referred to as service rooms.
7. Persons designated or called in by World Forum have access to the Rented Space at any time during the hours in which they are on duty.

## 8. Fee/taxed rent, Payment, Cancellation fee, Non-compliance with payment obligation

1. All amounts cited in the Contract are exclusive of VAT. Unless a VAT exemption applies, the parties agree that World Forum shall charge the Renter VAT. The Renter shall settle this amount at the same time as the instalments of the rent and the additional costs.
2. The Renter declares that the Rented Space shall be used for activities of which at least 90% are taxed with VAT.
3. The rental pursuant to the rental agreement is regarded as taxed rent, whereby the Decision of the State Secretary for Finance of 14 July 2009, no. CPP2008/137M, Netherlands Government Gazette, 2009, 11140, is invoked.
4. The Renter shall bear the expense of any other costs, including the transfer fees charged by banks and taxes.
5. On the conclusion of a Contract in accordance with the provisions of Article 3.4 World Forum shall issue the Renter advance payment invoices. These advance payment invoices consist of the following specifications and shall be issued to the Renter at the following times:

Time	% of the Reservation Value
At the time the Contract is signed	10% (the 'Good Faith')
12 months prior to the Event	40%
6 months prior to the Event	20%
2 months prior to the Event	30%
Total	100%

When the Contract is concluded later than 12, 6 or 2 months prior to the Event then the associated percentages of the Reservation Value will become due at the time the Contract is signed.

6. The Renter is under the obligation to settle each advance payment invoice with World Forum within fourteen (14) days after the invoice date.
7. When the Renter requests World Forum for Standard and/or Optional Facilities that are accepted by World Forum as specified further in Article 7 then World Forum shall pass on the associated costs to the Renter. The Renter is under the obligation to settle these costs with World Forum within fourteen (14) days after the invoice date. When the request for Standard and/or Optional Facilities is submitted twenty-four (24) Working Days or less before the commencement of the Event and the Standard and/or Optional Facilities have become part of the Contract following their confirmation by World Forum then the Renter is under the obligation to settle the associated costs with World Forum immediately after the receipt of the invoice and in any case by no later than one Working Day prior to the commencement of the Event, unless the parties have expressly agreed otherwise in writing. Should the Renter request Standard and/or Optional Facilities during the Event then World Forum shall include the associated costs in the final invoice

Time of the order of Facilities	Time of payment
By no later than 25 Working Days prior to the commencement of the Event	to be settled within 14 days after the invoice date: 100% of the Facilities less the catering reservation that was settled earlier.
24 Working Days or less prior to the commencement of the Event	to be settled immediately after the receipt of the invoice and in any case at least 1 Working Day prior to the commencement of the Event.
On-site orders	are included in the final invoice, to be settled within 14 days after the invoice date.

8. When the Renter requests supplements and/or amendments to the Contract from World Forum and World Forum accepts the requests as further specified in Article 3, or when the Renter submits a notification of the amendment of the Guarantee Number as specified

further in Article 6, then World Forum shall pass on the associated costs to the Renter. The Renter is under the obligation to settle these costs with World Forum within fourteen (14) days after the invoice date. When the request for supplements and/or amendments to the Contract is submitted fourteen (14) Working Days or less before the commencement of the Event and the supplements and/or amendments to the Contract have become part of the Contract following their confirmation by World Forum then the Renter is under the obligation to settle the associated costs with World Forum immediately after the receipt of the invoice and in any case by no later than one Working Day prior to the commencement of the Event, unless the parties have expressly agreed otherwise in writing. Should the Renter request supplements and/or amendments to the Contract during the Event then World Forum shall include the associated costs in the final invoice.

Time of the request for supplements and/or amendments	Time of payment
By no later than 15 Working Days prior to the commencement of the Event	to be settled within 14 days after the invoice date.
14 Working Days or less prior to the commencement of the Event	to be settled immediately after the receipt of the invoice and in any case at least 1 Working Day prior to the commencement of the Event.
On-site requests	are included in the final invoice, to be settled within 14 days after the invoice date.

9. World Forum strives to submit the final invoice, which specifies all the outstanding advances and orders, to the Renter within ten (10) Working Days after the end of the Event. The Renter is under the obligation to settle all other payments, including the final invoice, with World Forum within fourteen (14) days after the invoice date.
10. The Renter is entitled to terminate the Contract prematurely, but shall then be required to pay World Forum compensation (for costs) on the basis of the following percentages:

Time of the cancellation of the Event	% of the Reservation Value
More than 12 months [in advance]	50%
Between 12 and 6 months [in advance]	60%
Between 6 and 2 months [in advance]	70%
Between 2 and 1 months [in advance]	80%
Less than 1 month [in advance]	100%

11. If the event Renter wants to postpone a booked Event to a later date, World Forum may at its sole discretion, also dependent on the availability of space(s) and Facilities, agree to such postponement, subject to Renter paying to World Forum a compensation for the costs and loss of profit caused by the postponement. In case the event Renter wants to postpone a booked event within 12 (twelve) months after the actual planned date of the relevant event, 15% of the reservation value will be charged. The application of Article 8.10 to a postponed Event is explicitly excluded and if the event Renter wants to cancel a postponed Event 100% of the reservation value will be charged.
12. The Renter shall pay all amounts to World Forum without any entitlement to suspension, discount or deduction or settlement against any amounts that the Renter claims are due from World Forum.
13. Should any payment period be exceeded then World Forum is entitled to charge the Renter interest of 2% on the outstanding amount per month or part of a month from the due

date of the relevant invoice.

14. All payments to World Forum shall be made by transferring the amount due to World Forum's bank account. The payment of an amount due to a party other than World Forum is not deemed to constitute a release settlement.
15. When the Renter does not fulfil its payment obligation towards World Forum or does not fulfil its obligation in time or in full, and also after notice of default fails to pay the sums due, the Renter is in default and World Forum is entitled to dissolve the Contract and to retain payments already made as compensation, without prejudice to its right to claim further compensation. In situations of this nature World Forum is also entitled to pass on the claim for the amounts due from the Renter for collection and to charge all the extrajudicial costs to the Renter, with a minimum of 10% of the amount due.
16. Payments made by the Renter during the period in which it is in default shall in the first instance be allocated to the settlement of (extra)judicial costs and the agreed interest due pursuant to the provisions of Article 8.13, and only after this settlement to the settlement of the principal amount, even when the Renter has given another specification for the payment.

## 9. Loss and liability. Insurance. Force Majeure

1. World Forum's total liability due to an attributable shortcoming in its fulfilment of the Contract is limited to compensation for direct loss, subject to the understanding that this liability is always restricted to the Invoice Value of the Event that gave cause to the loss. "Direct loss" as referred to in this Article 9.1 is understood as extending solely to:
  - 1.1. the reasonable costs the Renter would need to incur to have World Forum's performance comply the Contract. However, this loss is not reimbursed when the Renter has dissolved the Contract;
  - 1.2. the reasonable costs incurred in determining the cause and amount of the loss for as far as this determination relates to the direct loss in the sense of these General Terms and Conditions;
  - 1.3. the reasonable costs incurred in the prevention or limitation of loss for as far as the Renter demonstrates that these costs have resulted in the limitation of the direct loss in the sense of these General Terms and Conditions.
2. World Forum's total liability for loss – other than on the grounds of an attributable shortcoming – is restricted to the Invoice Value of the Event that gave cause to the loss and, when and to the extent that the Invoice Value of the Event is greater, is always restricted to the amount that would be paid by World Forum's liability insurance.
3. Except where otherwise provided in these General Terms and Conditions, the parties' liability for indirect loss, including consequential loss, loss of profit, lost savings and loss due to business interruption, is excluded.
4. World Forum and Renter shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to Acts of God, fire, flood, explosion, earthquake, or other natural forces, war, civil unrest, accident, government measures to contain epidemics or pandemics, any strike or labor disturbance, or any other event similar to those enumerated above. Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the party has not caused such event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such event and to perform the obligation. Notice of a party's failure or delay in performance due to force majeure must be given to the unaffected party promptly thereafter but no later than five (5) days after its occurrence which notice shall describe the force majeure event and the actions taken to minimize the impact thereof.
5. In the event of Force Majeure, World Forum is not liable for any loss incurred by the Renter. The Renter indemnifies World Forum against third-party claims in this respect. The above is also applicable when the use of the Rented Space has already commenced.
6. The Renter not entitled to invoke Force Majeure when it fails to fulfil its obligations and this is attributable to its fault or caused by an event that reasonably must be considered to be within its sphere of risk, pursuant to the law or to generally accepted practice. In the aforementioned instances the Renter's obligation to pay the cancellation fee referred to in Article 8.10 remains in full force.
7. The Renter is liable towards World Forum for all loss, for whatsoever reason, resulting from holding or organizing the Event that is caused by visitors to the Event or by (staff of) the Renter and which is incurred by (i) World Forum, (other) visitors or staff and/or guests of World Forum and their property and (ii) the Rented Space and the inventory and all (other) property in the Rented Space. Subject to counterevidence, the Renter subjects itself, in advance, to World Forum's decision on the specification of the aforementioned loss.
8. World Forum has taken out valid general liability insurance, contents insurance covering fire, damage and theft, and insurance against interruption of the operations. World Forum's liability for injury and damage is limited to a total of a maximum of EUR 1,000,000 per annum.

9. For the rest, the Renter is under the obligation to take out adequate insurance and to pay the associated premiums that are due to ensure that all loss World Forum or third parties could incur as a result of the Renter's activities will be covered. The Renter also warrants to World Forum that the suppliers it calls in have taken out adequate insurance. The Renter shall submit the insurance policy to World Forum on the latter's request.
10. World Forum is not liable for lost, stolen, mislaid or damaged property of the Renter or third parties or for the injury (including death) of persons present in the Rented Space in connection with the Event. The Renter indemnifies World Forum against all third-party claims in this respect.
11. World Forum does not bear any liability whatsoever for any consequences of visible or invisible defects of the Rented Space or for loss caused by fire, the weather conditions, or the release or failure of gas, oil, water and/or electricity supplies. The Renter indemnifies World Forum against all third-party claims in this respect.
12. When World Forum involves one or more third parties in the provision of services then the applicability of Article 6:76 of the Dutch Civil Code is excluded. Every liability of World Forum on the grounds of articles 6:170, 6:171 and/or 6:172 of the Dutch Civil Code is excluded.
13. The Renter shall indemnify World Forum against all third-party claims for loss for which the Renter is liable pursuant to the provisions of this Article 9. The Renter shall reimburse World Forum all loss it incurs, also including the legal costs World Forum incurs, as a result of such third-party claims.
14. World Forum's exclusion of liability does not extend to loss caused by intentional fault or gross negligence on the part of World Forum's management.

## 10. Copyright and other intellectual property rights, recordings

1. The Renter shall bear the expense of copyright fees, Buma/Stemra music copyright fees, the costs of advertising and advertisements and other costs and taxes resting on the Event.
2. World Forum's prior written permission is required for making recordings (such as for radio, television and for audio and video carriers, etc.) outside the Rented Space. The Renter will refrain from making and distributing recordings that could damage World Forum's reputation as an international convention venue for high class events.
3. The Renter is not permitted to make use of the World Forum trade name, brand and/or logos in any manner whatsoever without prior written permission from World Forum. World Forum is entitled to make a reference to the Event in its annual report, on its website and in its trade fair and event calendar, etc.
4. The Renter indemnifies World Forum against all third-party claims and all associated demands, costs, expenses and expenditure due to an (alleged) infringement of third-party intellectual property rights, irrespective of whether those rights are registered, relating to activities the Renter intends to or has carried out, of any description whatsoever, in or in the vicinity of the World Forum building.
5. Should any such claims or demands as referred to above in this Article be made against World Forum then World Forum shall notify the Renter accordingly within a reasonable time, and the Renter shall then, at the Renter's expense, take all the measures required to end the infringement or to limit the detrimental consequences of an unjustifiable claim for World Forum. World Forum shall then, when requested by the Renter and at the Renter's expense, provide the necessary assistance and cooperation.
6. When, in World Forum's reasonable opinion, the Renter has not taken measures in due time or has taken inadequate measures to end the (alleged) infringement or to limit the detrimental consequences of an unjustifiable claim for World Forum then World Forum is entitled to implement the measures that it deems to be necessary at the Renter's expense and without it being possible to regard this as an attributable shortcoming on the part of World Forum.

## 11. Safety and Security

1. To ensure that the maximum permitted number of persons in the Rented Space is not exceeded, the Renter is also under the obligation to keep records of all persons who have access to the Rented Space (other than regular visitors) on the Renter's behalf, including, but not restricted to, employees and suppliers. The Renter shall submit this information to World Forum. When this number will exceed the limit to be specified by World Forum then World Forum shall, in view of the capacity of the building and the applicable permit, enter into consultations with the Renter and World Forum shall then notify the Renter whether, and if so to what extent, the Renter is permitted to exceed this limit.
2. World Forum is not under the obligation to prevent visitors without a valid entry permit from gaining any form of access to the Rented Space. World Forum is not liable for any resultant loss the Renter may incur.
3. The Renter is under the obligation to arrange for adequate security for the Event and is under the obligation to solely call on the services of the security company designated by World Forum. The Renter shall issue World Forum written notification of an expected visit by special guests, such as members of the Royal Family, dignitaries at ministerial level and/or the press, at least ten (10) Working Days before the Event. The Renter is then under the obligation to make arrangements for the suitable reception of its visitors and to implement, in consultation with World Forum, adequate security measures for their visit.
4. World Forum is at all times entitled, with a view to (the threat of) an emergency or (threat

of) an irregularity, to issue the Renter instructions to i) amend (the programme for) the Event, ii) interrupt (the programme for) the Event or iii) end the Event and to remove or make arrangements for the removal of all persons and/or property from the Rented Space or to admit or make arrangements for the admission of persons and/or property to the Rented Space. World Forum is not liable for any costs and loss, where relevant, that the Renter incurs as a result of the above. The Renter indemnifies World Forum against all third-party claims in this respect.

5. The Renter warrants that the employees of third parties and/or assistants carrying out work in the Rented Space on the instructions of or on behalf of the Renter (including, but not restricted to, the artists and all other support staff and assistants) shall at all times prior to, during and after the Event work in safety and in accordance with the applicable legislation and regulations (including, but not restricted to, the Working Conditions Act, safety, working hours and identification) and with World Forum's internal guidelines and house rules. The Renter shall appoint a safety coordinator for this purpose. World Forum is at all times entitled to issue instructions on safety measures that are to be implemented. Without prejudice to the provisions of Article 9, the Renter is liable for loss and personal injury (including death) incurred by the aforementioned persons carrying out work at World Forum and for all loss and personal injury (including death) caused by the failure to comply with the provisions of this Article, and shall indemnify World Forum against all third-party claims in this respect.

## 12. Permits

1. World Forum has been granted the necessary (occupancy) permits. The Renter is sufficiently cognizant with these permits and shall respect their contents in full.
2. The Renter's use of the Rented Space and its fixtures and fittings shall comply with the instructions issued by the Municipality of The Hague, fire brigade, police and/or other authorities relating to the Event. The Renter is also under the obligation to use the Rented Space in a manner that does not contravene any law, bye-law, permit or any other instructions issued by the authorities and does result in or create the risk of the withdrawal of any permit issued by the authorities, as assessed exclusively by World Forum.
3. The Renter is under the obligation to ensure that it has been granted the necessary permits from and approvals by the authorities for the Event. These permits and approvals must be furnished to World Forum by no later than three (3) months prior to the Event.
4. World Forum will not open the Rented Space to the public while the permits or approvals required for the Event have yet to be granted or the instructions issued by any authority have yet to be observed. World Forum will then not be liable for any loss the Renter incurs.
5. The Renter shall ensure that its employees and the employees of the suppliers it has called in are in the possession of valid proof of identity during their work in the Rented Space. The Renter shall also ensure that the aforementioned employees are, to the extent that is applicable, in the possession of a Dutch work permit and are entitled to work in the Netherlands, in part as a result of their compliance with all the obligations pursuant to the Foreign Nationals Employment Act.
6. The Renter indemnifies World Forum in full against any third-party claims and any resultant (additional) assessments, penalties and/or sanctions imposed by the authorities and/or loss and costs incurred as a result of the Renter or the parties called in by the Renter failing to comply with the aforementioned provisions or failing to comply with other statutory obligations.



## 13.Complaints

The Renter shall notify World Forum of every complaint about the Rented Space or the services provided by World Forum immediately after the complaint arises and shall issue written confirmation of the complaint to World Forum within one Working Day after the complaint arises. When the Renter is in default with the above then World Forum shall be deemed to have fulfilled its relevant obligations. For the remainder, World Forum shall be deemed to have fulfilled all its obligations arising from the Contract when no written complaint is made within six (6) Working Days after the expiry of the rental period.

## 14.Dissolution and Suspension

1. Without prejudice to its other rights (including the right to compensation) and without any obligation to pay the Renter compensation, World Forum is entitled to terminate or suspend the Contract either in whole or in part, with immediate effect and without the requirement of any notice of default or judicial intervention, or to suspend the fulfilment of its obligations, either in whole or in part, by means of a written notification to the Renter in the event that:
  - a. The Renter is in default in the fulfilment of any of its material obligations that may arise from the Contract;
  - b. The Renter is declared bankrupt and/or a petition for its bankruptcy is filed;
  - c. The Renter petitions for a suspension of payments;
  - d. The Renter is placed under tutelage or dies;
  - e. The Renter's legal person is dissolved or the Renter's company is liquidated;
  - f. The Renter amends the specified object or design and/or subject of the Event.
2. In the instances referred to in paragraph 1 World Forum is at all times entitled to retain payments already made as compensation, and without prejudice to its right to claim further compensation.

## 15.Sundry

1. Should any provision of these General Terms and Conditions be null and void or be voided then the other provisions of these General Terms and Conditions will remain in full effect. The parties shall then consult on the provisions that are null and void to arrive at a replacement provision. This replacement provision will not impair the purport of the General Terms and Conditions.
2. The fact that World Forum does not require the Renter's strict fulfilment of an obligation arising from a Contract has no influence whatsoever on its right to require the fulfilment of any obligation at some time in the future. When World Forum waives its right to require fulfilment this waiver is not deemed to be applicable to earlier or later defaults of the other party. The waiver of the right to require fulfilment is valid solely when it is made in writing, is unconditional, and states the specific right that is waived.
3. The Renter is not entitled to transfer the Contract, either in its entirety or in part, without written permission from World Forum. Permission of this nature does not discharge the Renter from, and is granted subject to the condition of, the fulfilment of all the obligations arising from the Contract. World Forum is entitled to transfer the Contract, either in its entirety or in part, to third parties, when the Renter will be informed accordingly.
4. No part of the Contract will be deemed to create an agency, cooperative arrangement, joint venture or working relationship between the parties.
5. This Contract (including the General Terms and Conditions) and all contracts and non-contractual obligations arising from or related to this Contract concluded between the Renter and World Forum are governed exclusively by Dutch law.
6. All disputes that may arise from a Contract between World Forum and the Renter, and contracts or non-contractual obligations arising from or related to that Contract shall be settled by the competent court in The Hague, the Netherlands.