TERMS OF DELIVERY CLAUS GROUP

Claus Events ● Claus Bowling ● BARRACA Rodizio Grill & Bar ● Courtyard by Marriott Amsterdam Airport

All quotes and transactions from one or more of the aforementioned companies of Claus Group, Hoofddorp (hereinafter referred to as "the hospitality business") are subject to the Uniform Conditions for the Hotel and Catering Industry (UCHCI), with the understanding that the Further Conditions with (group) reservations of Claus Group apply to the reservations described under A. and B.

FURTHER CONDITIONS WITH (GROUP) RESERVATIONS

These conditions apply in place of articles 13.3.1 and/or 13.4 of the UCHCI.
1. For a reservation that does not include one or more "exclusively reserved space(s) for your group".

NUMBER OF PERSONS:
1. The number of persons will be confirmed at the time of reservation.
2. Any reduction or cancellation must always be communicated in writing to the hospitality business.

BOWLING LANE RESERVATIONS
These conditions apply to bowling lanes at Claus Bowling that are reserved per lane.

RESERVATIONS FOR 1-2 BOWLING LANES
1. Free cancellation or changes up to 24 hours in advance.
2. Within 24 hours or in case of a no-show: 100% of the amount will be charged.

RESERVATIONS FOR 3 OR MORE BOWLING LANES
1. Free cancellation or changes up to 7 days in advance.
2. From 7 days to 48 hours in advance: cancellation up to 50% of the total is allowed (rounded up).
3. Within 48 hours or in case of a no-show: 100% of the amount will be charged.

DINNER RESERVATIONS
These conditions apply to table reservations and dining packages at BARRACA Rodizio Grill & Bar and Claus Bowling.

RESERVATIONS FOR UP TO 10 PEOPLE
1. Free cancellation or changes up to 24 hours in advance. A deposit of €10 per person will be fully refunded or applied to a new reservation date.
2. Within 24 hours or in case of a no-show: the €10 per person deposit will be retained as a cancellation fee.

RESERVATIONS FOR 10 OR MORE PEOPLE
1. Free cancellation or changes up to 7 days in advance.
2. From 7 days to 48 hours in advance: cancellation up to 50% of the total is allowed (rounded up).
3. Within 48 hours, but before 12:00 PM on the day of the reservation: the number of guests may be reduced once by a maximum of 2 people.
4. After 12:00 PM on the day of the reservation: the reserved number of guests will be fully charged.

For groups of more than 50 people, for more than 10 bowling lane hours, and for dinner or special entertainment packages, all periods are extended by 30 days. For ticketed events, cancellations or refunds are not possible.

CHRISTMAS RESERVATIONS
These additional terms apply to reservations on December 25 and 26
1. Paid bowling lane reservations are non-refundable.
2. Dinner reservations must be paid in full during the online booking process. Up to 48 hours before the start of the reservation, the number of reserved guests may be reduced by a maximum of two people. The deposit for this reduction will be refunded.

*__RESERVATION VALUE__ The reservation value is the total amount of the confirmation, supplemented by the additional hospitality revenue that would normally be realized as a result of the reservation. If no specific agreements have been made regarding consumptions (drinks), the dinner price will be increased by 50% for the calculation of the reservation value. If there is no dinner, the normally applicable average consumption usage will be calculated. A "turnover guarantee" may also be agreed upon with respect to the reservation value. The above percentages relate to the reservation value (or turnover guarantee), excluding the quoted entertainment and facilities. For entertainment and facilities costs, a 100% cancellation fee always applies after confirmation.
**__CANCELLATION__ The written notice by the customer to the hospitality business, or the written notice confirmed by the hospitality business to the customer, stating that one or more agreed hospitality services will not be used in whole or in part. A reduction is also considered a form of cancellation.
PAYMENT Unless another payment arrangement has been agreed , the following arrangement applies. Upon confirmation, 25% of the estimated amount must be transferred and received in the hospitality business' bank account within 10 days. At least 1 month before the event, an additional 65% must be received in the aforementioned bank account. The remaining balance must be received within 14 days after the event. In case of a dispute regarding items on the invoice, the customer will immediately notify the hospitality business of the dispute and its grounds. In no case will a dispute be a reason for suspending payment of the invoice or any item thereon.
***__NO-SHOW EVENTS & DINNERS__ If the guest has not arrived within 30 minutes after the confirmed arrival time for an event or dinner, the hospitality business is entitled to consider the reservation as canceled.

October 2025



KHN

UCHCI ENGLISH

Uniform Conditions for the Hotel and Catering Industry

Version as of 2024

Horeca NEDERLAND

Article 1 Definitions

For the purpose of the Uniform Conditions for the Hotel and Catering Industry (UCHCI) and in the offers and agreements to which the UCHCI are applicable the following words are each time understood as follows:

1.1 **Hospitality business**
The natural person who or the legal entity that carries on a business engaged in the provision of hospitality services.

1.2 **Provision of hospitality services(s)**
The provision by a hospitality business of accommodation and/or food and/or beverages and/or the availability of (meeting) space and/or premises, all with the thereto-pertaining activities and services, and all in the broadest sense of the word.

1.3 **Customer**
The natural person who or the legal entity that concluded or demonstrates the intention of (potentially) concluding a hospitality agreement with a hospitality business. A distinction can be made between private and business customers. A private customer is a customer who does not act in the name of a profession or business. A business customer is a customer who acts in the name of a profession or business.

1.4 **Guest**
The natural person(s) to whom one or more hospitality services must be provided in pursuance of a hospitality agreement concluded with the customer. Where the UCHCI refer to guest or customer this is understood as both guest and customer, unless the content of the provision and its scope necessarily imply that only one of both can be meant.

1.5 **Hospitality agreement / Reservation**
An agreement between a hospitality business and a customer regarding one or more hospitality services to be provided by the hospitality business at a price payable by the customer. Instead of the term hospitality agreement the term reservation is occasionally used.

1.6 **Reservation value**
The value of the hospitality agreement that equals the total expected turnover of the hospitality business (turnover of the hospitality business deriving from that which is delivered pursuant to the hospitality agreement), including potential tourist tax and VAT, regarding a hospitality agreement concluded with a customer. The said expected turnover is based on the offer and any subsequent written price arrangements and/or if they are inconclusive on this point or if an offer and subsequent price arrangements are out of the question, the averages applicable within the relevant hospitality business.

1.7 **No-show**
A guest not making use of the hospitality service to be provided in pursuance of a hospitality agreement without cancellation.

1.8 **Group**
A group of 10 or more guests to whom hospitality services must be provided by a hospitality business in pursuance of one or more hospitality agreements to be qualified as a coherent whole.

1.9 **Individual**
Each and every person, falling under guest or customer, who is not part of a group according to the aforementioned definition.

1.10 **Corkage charge**
The amount payable for the consumption of beverages and/or food in the premises of a hospitality business that were not supplied by the hospitality business. The corkage charge is also understood as and comprises a food charge and/or a kitchen charge.

1.11 **Cancellation**
The communication in written form by the customer to the hospitality business that one or more stipulated hospitality services shall not be used, either in full or in part, or the communication in written form by the hospitality business to the customer that one or more of the stipulated hospitality services shall not be provided, either in full or in part. For this purpose, in written form is also understood as by email or digital contact form, provided that the sender is certain that the hospitality business has received the message.

1.12 **In writing / written**
In writing and written is in any case also always understood as digitally.

1.13 **Turnover guarantee**
A written declaration of the customer that with regard to one or more hospitality agreements the hospitality business shall at least realise a certain amount of turnover.

1.14 **Start date**
The moment that the provision of hospitality services starts in conformity with the hospitality agreement. Which does not establish that prior to the start date the hospitality business need to perform activities and/ or incur expenses for the benefit of the hospitality agreement.

Article 2 Applicability

2.1 The UCHCI are applicable, with the exclusion of any and all other general terms and conditions, to the conclusion and the content of any and all hospitality agreements as also to any and all offers regarding the conclusion of the said hospitality agreements. If other general terms and conditions are nonetheless applicable then the UCHCI shall prevail in case of a discrepancy.

2.2 It is only possible to deviate from the UCHCI in writing per hospitality agreement. Rights cannot be derived from changes in terms of subsequent agreements with the hospitality business.

2.3 The UCHCI also extend to the benefit of any and all natural persons who and legal entities that the hospitality business relies on or relied on upon the conclusion and/or the implementation of a hospitality agreement or upon the exploitation of the hospitality business.

2.4 If a customer / guest uses the services of the hospitality business then they consequently also accept that the UCHCI prevail over the (general) terms and conditions that were declared applicable by an intermediary - including a (online) sales platform.

Article 3 Conclusion of hospitality agreements

3.1 A hospitality business may always, for any reason whatsoever, reject the conclusion of a hospitality agreement, unless this kind of rejection exclusively takes place on one or more grounds that are qualified as discrimination in Section 137c of the Dutch Criminal Code.

3.2 Any and all offers made by a hospitality business regarding the conclusion of a hospitality agreement are subject to contract. The offers are always made subject to availability. If the hospitality business relies on the aforementioned proviso within a reasonable period of time after acceptance by the customer then the intended hospitality agreement is deemed to not have been concluded.

3.3 A hospitality agreement concluded for a guest (guests) by intermediaries (including ship-brokers, (online) travel agencies or agents platforms, and other hospitality businesses), whether or not in the name of their business relation(s), are deemed to also have been concluded at the risk and expense of the said intermediaries. The hospitality business is not liable to pay a commission / fee to intermediaries, unless expressly stipulated otherwise in writing. The customer(s) / guest(s) and the intermediary (intermediaries) are jointly and severally liable for the payment of the amount due.

3.4 If the customer does not comply with all their obligations by virtue of the hospitality agreement in respect of the hospitality business then the hospitality business shall be entitled to suspend the services, without being liable to pay damages.

3.5 If one of the parties to a hospitality agreement is unable to comply with an obligation pursuant to that hospitality agreement then the said party is required to forthwith inform the other party accordingly.

Article 4 Option right

4.1 An option right is the right of a customer to conclude the hospitality agreement through the mere acceptance of a valid offer of the hospitality business. An option right can only be granted and exercised in writing. The option right expires if the customer states not to rely on the offer or if the stipulated term has expired without the customer stating to rely on the option right.

4.2 An option right can be revoked by the hospitality business, if another customer makes an offer to the hospitality business to conclude a hospitality agreement regarding the total (or a part of) the hospitality services included in the option. The customer to whom the hospitality business made an offer with the option right must, as the occasion arises, be informed of the offer of the other customer after which the first mentioned customer must state within a time limit to be imposed by the hospitality business whether or not they rely on the option right. If the option right is not exercised or if no reaction is received then this offer and the option right expire.

Article 5 Rights and obligations of the hospitality business

5.1 The hospitality business can, in addition to these UCHCI, declare further internal rules or rules of conduct applicable by clearly communicating this to the customer / guest.

5.2 The hospitality business is always authorised to terminate the provision of hospitality services to a guest or to deny a guest access to a location if the guest acts in breach of the UCHCI, the internal rules and/or the rules of conduct or otherwise acts in such manner that the order and the rest within the hospitality business and/or the normal exploitation thereof are disrupted. The guest must then, on demand, leave the hospitality business. As the occasion arises, there shall not be question of any obligation to pay compensation to the customer / guest.

5.3 After consultation with the competent local authorities the hospitality business shall be authorised to rescind the hospitality agreement extra-judicially on account of well-founded fear for disruption of the public order. As the occasion arises, there shall not be question of any obligation to pay compensation to the customer / guest.

5.4 The hospitality business is not held to take receipt of and/or to retain any good of the guest. If it does take receipt of goods and no fee is paid for this then this takes place at the personal risk of the guest. If the hospitality business charges an amount to the guest for taking receipt of and/or retaining goods then the hospitality business must supervise the said goods as befits a good pater familias, without prejudice to the provisions set forth further on in the UCHCI.

5.5 The hospitality business is not held to permit any pet of the customer / guest access and may impose conditions on the permission. The statutory provisions, including the relevant exceptions, are applicable to the permission for guide dogs.

5.6 At the latest one month before the first hospitality service must be provided pursuant to the applicable hospitality agreement(s), the hospitality business can inform the customer that several guests shall be qualified as a group. As the occasion arises, the provisions regarding groups are applicable to the said guests.

Article 6 Rights and obligations of the customer

6.1 The customer is held to comply with the internal rules and the rules of conduct applicable within the hospitality business and to follow the reasonable instructions of the hospitality business. Reasonable instructions can also be given orally.

6.2 The customer is held to lend cooperation in reasonable requests of the hospitality business within the framework of its statutory duties regarding, inter alia, safety, identification, food safety / hygiene and limitation of nuisance.

6.3 The hospitality business is entitled to require of the customer that the latter is content with accommodation / a location other than would need to be made available according to the hospitality agreement, provided that the said accommodation / location is, at the discretion of the hospitality business, equivalent or if agreement is reached about this between the hospitality business and the customer. As the occasion arises, the customer shall not receive any compensation. If any additional costs are charged to the customer then the customer shall have the possibility of refusing the alternative and to terminate the part of the hospitality agreement to which the change is related with immediate effect.

Article 7 Reservations - table reservations

7.1 If the hospitality business offers this possibility then the customer can make a reservation, for instance for a lunch or dinner. As the occasion arises, a date, time, and number of guests are agreed for the reservation.

7.2 The hospitality business can impose conditions on the reservation, e.g. payment of a security deposit, a down payment or reconfirmation.

7.3 If the customer has not arrived with the number of agreed guests within half an hour after the reserved time then the hospitality business can consider the reservation to have been cancelled, without prejudice to the provisions set forth elsewhere in these UCHCI. The hospitality business can connect consequences to this if clearly indicated in advance, e.g. the withholding of the security deposit or down payment. Unless this is not permitted by law or rules of law.

Article 8 Reserveren - logies

8.1 In case of reservations for accommodation the hospitality business communicates in advance or at the latest when the relevant reservation is made at what time the accommodation is made available to the guest and before what time the guest must have checked out.

8.2 Unless stipulated otherwise, the hospitality business is entitled to consider the reservation for accommodation to have been cancelled if the guest did not present themselves at the hospitality business on the first reserved day at 18:00 o'clock or if the guest did not indicate in a timely fashion to arrive at a later time and the hospitality business did not object to this. The foregoing applies without prejudice to the provisions set forth elsewhere in these UCHCI.

Article 9 Consumptions and corkage fee

9.1 Each and every guest who participates in an event, makes a reservation, takes a seat at a table in a hospitality business or otherwise enters into a hospitality agreement with the hospitality business is basically required to purchase a consumption / hospitality service.

9.2 The hospitality business can prohibit the customer / guest from eating and/or drinking food and/or beverages at the hospitality business - also including the terrace - brought along by the customer / guest or delivered by a food delivery service. If the hospitality business does permit eating and/or drinking good and/or beverages brought along by the customer / guest or delivered by a food delivery service then the hospitality business can impose conditions on the same, including the charging of a previously established corkage fee, or the manner of delivery of food and/or beverages by a food delivery service.

Article 10 Storage and lost and found

10.1 The hospitality business is not responsible for the storage of goods that were left behind or found. After notification of goods that were left behind to the customer, the customer has 14 days to pick up the goods. The hospitality business is not held to send these goods. If it does proceed accordingly, on request, then this takes place at the risk and expense of the customer / guest. If the goods have not been picked up or sent after 14 days then they can be disposed of by the hospitality business at the expense of the customer / guest. The statutory rules are applicable to found objects of which the owner is unknown.

10.2 Objects lost or left behind in the hospitality business that are found by the guest must forthwith be submitted to the hospitality business.

Article 11 Payment

11.1 The customer is liable to pay the price stipulated in the hospitality agreement. The prices are itemised as much as possible on lists that are placed at a location visible to the customer or that are, where applicable on request, provided to the customer or that are digitally accessible to the customer. A list is deemed to be visible to the customer if it is visible in the normally accessibly areas of the hospitality business.

11.2 The hospitality business can charge an additional fee for special services, e.g. the use of a wardrobe, garage, safe deposit box, laundry or dry cleaning, telephone, internet, Wi-Fi, room services, TV rental, and the like, which is communicated by the hospitality business in advance.

11.3 If a turnover guarantee was issued in the hospitality agreement then the customer is always held to pay the amount specified in the turnover guarantee to the hospitality business. However, in case of (partial) cancellation of the said hospitality agreement by a private customer it is noted that if there is question of an agreement that can be qualified as an agreement for the provision of services, the turnover guarantee cannot be upheld, and only the actually incurred costs and reasonable wages are paid by the private customer.

11.4 Any and all invoices, also including invoices for a cancellation or no-show, are payable by the customer at the moment that they are presented to the customer. The customer must immediately provide for payment in cash or payment by bank or giro, unless stipulated otherwise. The hospitality business can always require interim payment for already provided hospitality services.

11.5 The prices quoted in an offer or hospitality agreement are based on cost factors applicable at the time of conclusion of the offer or agreement. The hospitality business reserves the right, if increases in one or more cost factors occur after the date of conclusion of the agreement however prior to the day of delivery, to pass the said increases on to the customer. As the occasion arises, this is communicated to the customer in writing. In addition, the hospitality business is entitled to annually in January of each year apply an inflation correction, which is also communicated in writing to the customer / guest. This inflation correction is calculated on the basis of the most recent consumer price index (CPI) established by Statistics Netherlands (CBS).

11.6 In the event of a private customer and in the event that the price increase as intended in the previous paragraph of this article is implemented within 3 months after the conclusion of the accommodation / rental agreement, the customer can rescind the agreement after the price increase. If the customer wants to rescind the agreement on this ground then this must be communicated to the hospitality business in writing within 7 days after receipt of the new prices. As the occasion arises, the costs incurred by the hospitality business up to that moment are paid by the customer, the customer is not entitled to compensation.

11.7 As long as the customer has not complied with all their obligations in full, the hospitality business shall be entitled to suspend its performances in pursuance of the hospitality agreement. The hospitality business can require security from the customer / guest for compliance with their obligations. In addition to a right of retention, the hospitality business is, on demand, entitled to a right of pledge on the goods made available by the customer / guests in this context.

11.8 If payment other than in cash was stipulated then any and all invoices, for any amount whatsoever, must be paid to the hospitality business by the customer within 14 days after the date of the invoice. If an invoice is sent then the hospitality business is always authorised to charge a late payment surcharge of 2% of the invoice amount, which expires if the customer pays the invoice within 14 days.

11.9 If payment fails to materialise in a timely fashion then the customer shall be in default, without any notice of default being required. Only if the customer is a private customer shall the hospitality business, when payment fails to materialise, send a notice of default on one occasion subject to a time limit to yet effectuate payment of at least 14 days.

11.10 If the customer is in default then the customer must compensate the hospitality business for any and all collection costs. For private customers, the extra-judicial collection costs are calculated in conformity with the Dutch Collection Costs Act and for business customers there is question of a percentage of 15% of the outstanding invoice amount, with a minimum of € 50.

11.11 Each and every payment shall, irrespective of any note or annotation made by the customer with the payment, be applied to the debt of the customer to the hospitality business in the following order:
- The costs of enforcement
- The judicial and extra-judicial collection costs
- The interest
- The damages
- The principal sum

11.12 Payment takes place in euros. If it is not clearly indicated whether there is question of an amount inclusive or exclusive of VAT then there shall be question of an amount inclusive of VAT in case of private customers and an amount exclusive of VAT in case of business customers. If the hospitality business accepts foreign instruments of payment then the exchange rate applicable at the time of payment applies. In this respect, the hospitality business can charge an amount that corresponds to at most 10% of the amount that is paid in foreign currency by way of administrative charges. The hospitality business can accomplish this by adjusting the applicable foreign currency rate by at most 10%.

11.13 The hospitality business is never required to accept any instruments of payment other than cash and can impose conditions on acceptance of these other instruments of payment.

Article 12 Security deposit

12.1 If the hospitality business requires a security deposit from the customer then this is communicated and administered properly prior to conclusion of the agreement. A security deposit exclusively serves as security for the hospitality business and is not qualified as already realised turnover. By way of additional security of the hospitality business, it can require of the customer that cooperation is lent in the provision of the necessary data in order to secure the security deposit and the possibility of calling the same as much as possible, including the creation of a copy of the credit card of the customer. The privacy regulations are taken into account in connection therewith.

12.2 If payment in a timely fashion by the customer fails to materialise then the hospitality business can recover everything that remains payable by the customer from the security deposit. If stipulated in advance then the hospitality business can also settle the amount payable by the customer in pursuance of the hospitality agreement with the security deposit. The surplus must forthwith be repaid to the customer by the hospitality business.

Article 13 Cancellation by business customers

13.1 General

13.1.1 The business customer is authorised to cancel a hospitality agreement upon payment to the hospitality business of the cancellation costs specified in this article, divided per type of hospitality agreement, unless stipulated otherwise with the customer in writing. For the purpose of this article, customer must always be understood as the business customer.

13.1.2 Through conclusion of the hospitality agreement the customer gives consent to the withholding of cancellation costs from any down payment or security deposit.

13.1.3 If the hospitality agreement is partly cancelled then the following provisions are proportionately applicable to the cancelled part and the remainder of the hospitality agreement remains in full force and effect.

13.1.4 In case of cancellation of 1 or more persons pertaining to a group, the cancellation costs for groups are charged for the relevant persons.

13.1.5 The reduction of the number of persons of a reservation is qualified as a cancellation. In derogation from the provisions set forth in articles 13.2, 13.3, and 13.4, in case of a reduction of the number of persons of a reservation within 14 days prior to the start date the stipulated reservation value can, in any case, be charged in full.

13.1.6 The change of the date of a reservation is qualified as a cancellation of the original hospitality agreement.

13.2 Hospitality agreement for accommodation

These provisions are applicable to hospitality agreements with the main objective of providing accommodation.

13.2.1 **Individuals**
If a reservation for accommodation, whether or not with breakfast included, was made for one or more individuals then the cancellation amounts of that reservation amount to the following percentage of the reservation value of the relevant reservation:

In case of cancellation:

more than 1 month before the start date	0%
more than 14 days up to and including 1 month before the start date	15%
more than 7 days up to and including 14 days before the start date	35%
more than 3 days up to and including 7 days before the start date	60%
more than 24 hours up to and including 3 days before the start date	85%
24 hours or less before the start date	100%

13.2.2 **Groups**
If a reservation for accommodation, whether or not with breakfast included, was made for a group then the cancellation costs for that reservation amount to the following percentage of the reservation value of the relevant reservation

In case of cancellation:

more than 3 months before the start date	0%
more than 2 months up to and including 3 months before the start date	15%
more than 1 month up to and including 2 months before the start date	35%
more than 14 days up to and including 1 month before the start date	60%
more than 7 days up to and including 14 days before the start date	85%
7 days or less before the start date	100%

13.3 Hospitality agreement for the provision of food and/or beverages

These provisions are applicable to hospitality agreements with the main objective of providing food and/or beverages.

13.3.1 Individuals and groups

If a reservation for a hospitality service was exclusively made for the provision of food and/or beverages (table reservation) then the cancellation costs for that reservation amount to the following percentage of the reservation value of the relevant reservation:

a) In case of cancellation in the event that a menu was agreed:

more than 14 days before the reserved time	0%
more than 7 days up to and including 14 days before the reserved time	25%
more than 3 days up to and including 7 days before the reserved time	50%
3 days or less before the reserved time	75%

b) In case of cancellation in the event that a menu was not agreed:

more than 48 hours before the reserved time	0%
48 hours or less before the reserved time	50%

13.4 Other hospitality agreements

These provisions are applicable to hospitality agreements that do not specifically fall under the other provisions set forth in this article.

13.4.1 Individuals

If a reservation was made for one or more individuals then the cancellation costs for that reservation amount to the following percentage of the reservation value of the relevant reservation:

In case of cancellation:

more than 1 month before the reserved time	0%
more than 14 days up to and including 1 month before the said time	15%
more than 7 days up to and including 14 days before the said time	35%
more than 3 days up to and including 7 days before the said time	60%
more than 24 hours up to and including 3 days before the said time	85%
24 hours or less before the said time	100%

13.4.2 Groups

If a reservation was made for a group then the cancellation costs for that reservation amount to the following percentage of the reservation value of the relevant reservation:

In case of cancellation:

more than 6 months before the reserved time	0%
more than 3 months up to and including 6 months before the reserved time	10%
more than 2 months up to and including 3 months before the reserved time	15%
more than 1 month up to and including 2 months before the reserved time	35%
more than 14 days up to and including 1 month before the reserved time	60%
more than 7 days up to and including 14 days before the reserved time	85%
7 days or less before the reserved time	100%

Article 14 Cancellation by private customers

14.1 General

14.1.1 The private customer is authorised to cancel a hospitality agreement with due observance of the statutory provisions and this article. For the purpose of this article, customer must always be understood as the private customer.

14.1.2 Through conclusion of the hospitality agreement the customer gives consent to the withholding of amounts due in case of cancellation from any down payment or security deposit.

14.1.3 If the hospitality agreement is partly cancelled then the following provisions are proportionately applicable to the cancelled part and the remainder of the hospitality agreement remains in full force and effect.

14.1.4 In case of cancellation of 1 or more persons pertaining to a group, the cancellation costs for groups are charged for the relevant persons.

14.1.5 The change of the date of a reservation is qualified as a cancellation of the original hospitality agreement.

14.2 Hospitality agreement for services (agreement for the provision of services)

14.2.1 The customer is always authorised to rescind / cancel a hospitality agreement or a part of the same that can be qualified as an agreement for the provision of services. The statutory provisions and case law are applicable to any costs deriving from the same. Guiding principle is that the reasonable costs already incurred by the hospitality business as well as reasonable wages are reimbursed to the hospitality business by the customer. This can also include lost income if and in so far as a location / hall can within reason no longer be hired on the same date, at least to the extent that hall hire was included in the agreement for the provision of services and this part cannot be qualified as a separate hire agreement.

14.2.2 The reduction of the number of persons of a reservation is, in case of hospitality agreements of this nature, qualified as a change of the hospitality agreement, hence not as (partial) cancellation, unless the nature of the change indicates otherwise. If it follows from the nature of the change that there is nonetheless question of a (partial) cancellation then the previous provision applies. The hospitality business is not required to accept a change of the agreement by virtue of this provision or can impose conditions on the same.

14.3 Hospitality agreement for accommodation and hire (not being an agreement for the provision of services)

14.3.1 Each and every hospitality agreement or part of the same with a private customer that cannot be qualified as an agreement for the provision of services, including a hire agreement or an agreement for the provision of accommodation, can be cancelled upon payment to the hospitality business of the cancellation costs specified in this article, unless stipulated otherwise in writing with the customer. The cancellation provisions for an agreement for the provision of services are always applicable to that part of the hospitality agreement that can be qualified as an agreement for the provision of services.

14.3.2 With regard to hospitality agreements of this nature, the reduction of the number of persons of a reservation is qualified as a partial cancellation. In derogation from the provisions set forth in articles 14.3.3 and 14.3.4, in case of a reduction of the number of persons of a reservation within 14 days prior to the start date the stipulated reservation value can, in any case, be charged in full.

14.3.3 **Individuals**
If a reservation for accommodation, whether or not with breakfast included, was made for one or more individuals then the cancellation amounts of that reservation amount to the following percentage of the reservation value of the relevant reservation:

In case of cancellation:

more than 1 month before the start date	0%
more than 14 days up to and including 1 month before the start date	15%
more than 7 days up to and including 14 days before the start date	35%
more than 3 days up to and including 7 days before the start date	60%
more than 24 hours up to and including 3 days before the start date	85%
24 hours or less before the start date	100%

14.3.4 **Groups**
If a reservation for accommodation, whether or not with breakfast included, was made for a group then the cancellation costs for that reservation amount to the following percentage of the reservation value of the relevant reservation:

In case of cancellation:

more than 3 months before the start date	0%
more than 2 months up to and including 3 months before the start date	15%
more than 1 month up to and including 2 months before the start date	35%
more than 14 days up to and including 1 month before the start date	60%
more than 7 days up to and including 14 days before the start date	85%
7 days or less before the start date	100%

Article 15 Cancellation by the hospitality business

15.1 The hospitality business is always entitled to cancel a hospitality agreement with due observance of this article, unless stipulated otherwise.

15.2 In addition to the provisions already established in these conditions, the hospitality business is authorised to cancel the hospitality agreement if:

a) The customer does not comply with the obligations pursuant to the hospitality agreement, general terms and conditions, or further communicated internal rules or instructions.

b) There are sufficient indications that the gathering to be held in the hospitality business pursuant to the hospitality agreement is of such different nature than could have been expected based on statements of the customer or based on the capacity of the customer or guests that the hospitality business would not have concluded the agreement if it had been informed of the actual nature of the gathering.

c) There is question of other compelling reasons, including business closure by the hospitality business.

15.3 The hospitality business is entitled, in lieu of exercising its authority as intended in the previous provision, to impose further requirements on the course of the relevant gathering. If there are sufficient indications that these further requirements are (shall be) complied with insufficiently then the hospitality business shall yet be entitled to cancel the hospitality agreement with immediate effect.

15.4 In case of cancellation by the hospitality business by virtue of article 15.2 under a) and b), the customer shall be liable to pay cancellation costs in conformity with the cancellation costs that are applicable in case of cancellation by the customer as outlined in the UCHCI, irrespective of the nature of the agreement. In case of business customers the hospitality business is, moreover, entitled to claim full damages in lieu of the same. The hospitality business is not liable to pay costs to the customer and the customer / guest shall not receive compensation.

15.5 In case of cancellation by the hospitality business by virtue of article 15.2 under c) and where the cause can be attributed to actions, omissions or conduct of the customer or their guests, article 15.4 applies. If the ground for cancellation cannot be attributed to the customer or their guests by the hospitality business then cancellation costs shall not be payable by the customer / guest, for the remainder article 15.4 remains applicable.

Article 16 Liability

16.1 The hospitality agreement is implemented at the risk and expense of the customer. The customer is also responsible for the guests or other third parties whom the customers hires for or involves in the hospitality agreement and that which derives from the same. The customer indemnifies the hospitality business against claims of third parties.

16.2 The customer shall be liable in respect of the hospitality business for any and all direct and indirect damages that are incurred by the hospitality business due to actions or omissions of the customer, guests or third parties hired by the customer. This also applies in case of a violation of the internal rules and/or the rules of conduct and also regards damages caused by pets and/or goods brought along.

16.3 The hospitality business shall not be liable for damages deriving from the hospitality agreement, unless there is question of intent or intentional recklessness of the hospitality business.

16.4 If and in so far as the hospitality business is (yet) liable, the liability of the hospitality business shall in all instances be limited to direct damages. Moreover, the said liability shall be limited to the amount that is paid by its liability insurer, plus the excess. If and in so far as, for any reason whatsoever, payment does not take place and the hospitality business would nonetheless be required to pay compensation for damages then the said compensation shall be limited to the reservation value.

16.5 The hospitality business shall not be liable for damages that are the result of a fault of third parties hired by the same.

16.6 The hospitality business shall not be liable for theft or loss of or damage to goods that were brought along to the hospitality business by a guest / customer, were stored or left behind there by them and/or were placed in the custody of the hospitality business without a fee being charged for it. The customer indemnifies the hospitality business against claims of guests in connection therewith.

16.7 If the guest / customer incurs damages as a result of loss of or damage to goods placed in deposit for which a fee was charged then the hospitality business shall compensate the said damages, unless the damages are within reason not at the expense of the same. Compensation is not payable in connection with other goods present in the deposited goods.

16.8 The hospitality business shall not be liable for damages inflicted on or with vehicles of the guest / customer.

16.9 The hospitality business shall not be liable for damages inflicted, either directly or indirectly, on anyone or anything that are the direct or indirect result of any defect or any capacity or circumstance at, in or on any movable or immovable property of which the hospitality business is the holder, lessee, leaseholder or owner or that is otherwise at the disposal of the hospitality business.

16.10 The customer / guest is responsible for the correctness and completeness of any and all information and data made available to the hospitality business, also including any and all relevant information with regard to the implementation of the hospitality agreement and allergies. The hospitality business shall not be liable for damages that derive from its conduct if this is based on incorrect or incomplete information made available by the guest / customer.

16.11 The hospitality business takes any specified allergies into account as much as possible, however it cannot provide any guarantees in connection therewith. It can, moreover, not be prevented that traces of ingredients that are not desired yet occur in the food, unless expressly indicated otherwise. The hospitality business shall not be liable for the relevant consequences.

16.12 It falls under the responsibility of the customer to verify prior to the conclusion of the agreement as to whether a potentially hired location is suitable for the proposed objective. If this is not the case then this shall be at the risk and expense of the customer and the hospitality business shall not be liable for any damages, the full rent must be paid.

16.13 The hospitality only provides non-committal recommendations and shall not be liable for the content and/or the consequences of recommendations provided by the same.

16.14 The customer must take out sufficient insurance against the consequences of this article.

Article 17 Force majeure

17.1 There is question of force majeure on the part of the hospitality business in the event of a circumstance that cannot be attributed to the hospitality business but that does impede the implementation of the hospitality agreement by the hospitality business such that it becomes impossible or burdensome. As the occasion arises, there is question of a non-attributable shortcoming of the hospitality business that cannot be blamed on the same.

17.2 There is question of force majeure (but not exclusively) in the event of revocation of permits, national mourning, hindrance and interruption of transport possibilities as a result of which required products / goods cannot be delivered, shortage of staff, failures in the hospitality business and impediments caused by measures, legislation or decisions of international, national and regional (official) authorities.

17.3 In the event of force majeure, the parties examine in joint consultation and within reason whether the hospitality agreement can be suspended or can be adjusted to the new situation, e.g. by changing and/or moving the hospitality agreement. Cost reductions and/or cost increases as a result of the aforementioned adjustments are fully at the risk and expense of the customer.

17.4 If suspension or adjustment does not appear to be possible then the hospitality business and the customer are entitled to rescind the hospitality agreement or the part that has not been implemented yet. The hospitality business always remains entitled to the stipulated reservation value in full, minus any and all cost reductions and increased with any and all cost increases resulting from the said rescission. In case of private customers - in terms of the part of the hospitality agreement that can be qualified as an agreement for the provision of services - the actually incurred costs and reasonable wages are reimbursed by the customer in lieu of the reservation value for that part of the agreement.

17.5 The hospitality business shall not be liable for situations of force majeure. If so required, the customer must personally take out insurance against the financial risks of force majeure.

Article 18 Epidemic diseases / Covid-19

18.1 This article contains additional arrangements about epidemic and contagious diseases, e.g. Covid-19, (hereinafter collectively referred to as: epidemic diseases) and is applicable if a hospitality agreement cannot be implemented in the stipulated form due to official measures. For this purpose ‘official measures’ are understood as the then applicable official rules and measures in connection with epidemic diseases.

18.2 This article only takes effect after the official measures have been implemented, until that time the regular arrangements stipulated by and between the parties shall apply. This article takes precedence over the hospitality agreement and general terms and conditions applicable between the parties.

18.3 The hospitality business shall make every effort to observe the official measures during the implementation of the hospitality agreement.

18.4 The customer must ensure that guests observe the official measures during the implementation of the hospitality agreement.

18.5 The hospitality business shall not be responsible or liable for non-compliance with the official measures by the customer and/or guests. The customer indemnifies the hospitality business against any claims in connection therewith.

18.6 If a hospitality agreement cannot be implemented in the stipulated form due to official measures then the parties shall qualify this as force majeure as a result of epidemic diseases and the force majeure provisions set forth in these UCHCI shall apply.

18.7 The (temporary) discontinuation of services / suspension of a hospitality agreement due to non-compliance with the official measures by the customer / guests does not constitute force majeure.

18.8 Guiding principle is that the hospitality agreement is adjusted to the official measures. The hospitality business and the customer / guest examine in joint consultation whether adjustment is possible, in the course of which both parties shall act in a solution-oriented, reasonable and equitable manner.

18.9 If the hospitality agreement is adjusted in conformity with the previous provision then the reservation value stipulated between the hospitality business and the customer remains payable to the hospitality business, with the understanding that any and all cost reductions are deducted from and any and all cost increases are added to the same. The hospitality business makes an effort to minimise cost increases and to maximise cost reductions. The customer understands that the hospitality business also depends on all suppliers involved and the conditions applied by them.

18.10 If the hospitality agreement cannot be adjusted to the official measures then the guiding principle is that the moment of implementation of the hospitality agreement is moved. The hospitality business and the customer examine in joint consultation whether it is possible to move, in the course of which both parties shall act in a solution-oriented, reasonable and equitable manner.

18.11 If date under the hospitality agreement is adjusted then the reservation value stipulated between the hospitality business and the customer remains payable to the hospitality business, with the understanding that any and all cost reductions are deducted from and any and all cost increases are added to the same. The hospitality business makes an effort to minimise cost increases and to maximise cost reductions. The customer understands that the hospitality business also depends on all suppliers involved and the conditions applied by them.

18.12 If the hospitality agreement cannot be adjusted in the context of this article then it can be terminated by either party, in the course of which the services by the hospitality business are cancelled. If the hospitality agreement is terminated and the services by the hospitality business are cancelled then the reservation value stipulated between the hospitality business and the customer remains payable to the hospitality business, with the understanding that any and all cost reductions are deducted from and any and all cost increases are added to the same. The hospitality business makes an effort to minimise cost increases and to maximise cost reductions. The customer understands that the hospitality business also depends on all suppliers involved and the conditions applied by them. In case of a private customer - in terms of the part of the hospitality agreement that can be qualified as an agreement for the provision of services - the actually incurred costs and reasonable wages are reimbursed by the customer in lieu of the reservation value for that part of the agreement.

Article 19 Complaints

19.1 Complaints are reported to the hospitality business as soon as possible in writing and in a sufficiently substantiated manner. This takes place at the latest within 24 hours after discovery of the complaint and at the latest within 7 days after implementation of the hospitality agreement, or in conformity with the statutory provisions.

19.2 The parties shall enter into discussions about a solution. If compliance with the agreement is still possible then the hospitality business shall, in any case, be given that opportunity.

Article 20 Publicity, privacy, and visual materials / promotion

20.1 The customer / guest requests the hospitality business consent for announcements that are related to the hospitality agreement and that are meant for publicity.

20.2 The customer / guest is not allowed to place / install (have placed / installed) signs, banners, advertising lights, loudspeakers or other objects for the purpose of advertising, of any nature whatsoever, within or outside the direct vicinity of the location where the services in pursuance of the hospitality agreement are provided, without the prior written consent of the hospitality business.

20.3 The hospitality business is allowed to use visual materials created during the implementation of a hospitality agreement that depict the customer / guests in an unrecognisable for promotional purposes.

20.4 The hospitality business and the customer ensure that the privacy rules are observed. The hospitality business shall not be liable for a violation of the privacy rules by the customer / guests and can assume that data that are made available by the customer / guest and arrangements that are stipulated with the customer / guest can be performed by the hospitality business without having to impose any additional measures in the context of the privacy rules.

Article 21 Applicable law and disputes

21.1 Dutch law is exclusively applicable to hospitality agreements.

21.2 In case of disputes between the hospitality business and a customer the competent court in the place of establishment of the hospitality business in the Netherlands is exclusively competent, unless mandatory statutory provisions designate a different competent court and without prejudice to the authority of the hospitality business to have the dispute settled by the court that would have been competent failing this clause.

Article 22 Closing provisions

22.1 The invalidity of one or more provisions in the UCHCI shall not affect the validity of the remaining provisions. If a provision of the UCHCI appears, for any reason whatsoever, to be invalid then the parties agree on an alternative provision that best approaches the scope and range of the invalid provision.

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