

**The Uniform Conditions for the Hotel and Catering Industry (UVH) are the terms and conditions on which catering establishments set up in the Netherlands, such as hotels, restaurants, bars and related businesses (including catering firms, party service firms, etc.), provide catering services and enter into catering agreements.**

The UVH are registered with the District Court and the Chamber of Commerce and Industry in The Hague.

## **Clause 1 - Definitions**

In the UVH and in the offers and agreements to which the UVH applies, the words below shall have the meanings assigned to them in this clause.

### **1.1 Catering Establishment**

The natural person or legal entity or partnership which is in the business of providing hotel and/or catering services and is a member of *Koninklijk Horeca Nederland* (Dutch trade association for hotel and catering industry).

### **1.2 Host**

Whoever represents a Catering Establishment in entering into and carrying out catering agreements.

### **1.3 Provision of Catering Services**

The provision by a Catering Establishment of accommodation and/or food and/or drink and/or the supplying of halls and/or rooms and/or grounds, all these with all the associated work and services, and all in the broadest sense of the word.

### **1.4 Customer**

The natural person or legal entity or partnership which has entered into an agreement with a Catering Establishment.

### **1.5 Guest**

The natural person(s) entitled to one or more Catering Services based on a catering agreement entered into with the Customer. Wherever the UVH speak of Guest, or Customer, this refers to both Guest and Customer, unless it is clear from the content and implication of the clause that only one of the two can be intended.

### **1.6 Catering Agreement**

An agreement between a Catering Establishment and a Customer involving one or more Catering Services to be provided by the Catering Establishment at a price to be paid by the Customer. The term Reservation is sometimes used in place of the term Catering Agreement.

### **1.7 Hotel Establishment**

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of supplying accommodation.

### **1.8 Restaurant Establishment**

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of supplying food and accompanying drink.

### **1.9 Bar Establishment**

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of supplying drink.

### **1.10 Room Rental Establishment**

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of providing rooms or halls.

### **1.11 Reservation Value (the value of the Catering Agreement)**

The total expected turnover of the Catering Establishment including service charges, (tourist tax) and VAT relating to a Catering Agreement concluded with a Customer, which expected turnover is based on the averages applicable to that Catering Establishment.

### **1.12 Koninklijk Horeca Nederland**

Het Koninklijk Verbond van Ondernemers in het Horeca- en Aanverwante Bedrijf (The Royal Association of Businesses in the Catering and Related Industries) known as "Horeca Nederland" or any legal successor to this.

### **1.13 Cancellation**

The written notice by the Customer to the Catering Establishment that one or more of the agreed Catering Services is no longer required in part or in full, or the written notice by the Catering Establishment to the Customer that one or more of the agreed Catering Services shall no longer be provided in part or in full.

### **1.14 No-show**

The failure of a Guest, without prior Cancellation, to make use of one of the Catering Services provided on the basis of a Catering Agreement.

### **1.15 Group**

A group of 10 or more persons entitled to one or more Catering Services from a Catering Establishment under the terms of a Catering Agreement or more than one agreement regarded as connected.

### **1.16 Individual**

Every person that does not form part of a Group as defined above.

### **1.17 Goods**

All Goods, including money, valuables and papers of value.

### **1.18 Corkage**

The price charged when drink not provided by a Catering Establishment is consumed on the premises of that Catering Establishment.

### **1.19 Food Charge**

The price charged when food not provided by a Catering Establishment is consumed on the premises of that Catering Establishment.

### **1.20 Turnover Guarantee**

A written declaration from the Customer that the Catering Establishment will realise a certain minimum turnover from one or more Catering Agreements.

Clause headings are used exclusively for reference purposes. No rights may be derived from these.

## **Clause 2 - Scope**

2.1 The UVH apply to the making and content of all Catering Agreements, as well as all offers relating to the making of such Catering Agreements, to the exclusion of all other general terms and conditions. If other general terms and conditions besides these are actually in force, the UVH shall prevail where any conflict arises.

2.2 Departure from the UVH is only possible if set down in writing and on a case by case basis.

2.3 The UVH also cover all natural persons and legal entities which the Catering Establishment uses or has used in concluding and/or carrying out a Catering Agreement or a different agreement or in running the Catering Establishment.

2.4 Once the UVH have been declared legally applicable to a certain Catering Agreement, then the latest valid version of the UVH is considered to apply to all subsequent Catering Agreements between the same parties, unless agreed otherwise in writing.

## **Clause 3 - The making of Catering Agreements**

3.1 A Catering Establishment can at any time and for any reason refuse to enter into a Catering Agreement, except where such a refusal is based purely on one or more of the grounds specified in Clause 429 of the Criminal Code (discrimination).

3.2 All offers presented by a Catering Establishment in connection with the making of a Catering Agreement are without obligation and conditional "on the supply (or capacity) being adequate". If the Catering Establishment invokes the said restriction within a period which can be considered reasonable in the circumstances following the Customer's acceptance of the offer then the intended Catering Agreement shall be considered not to be made.

3.3 If the Catering Establishment has granted the Customer (option holder) a right of first refusal, this right cannot be revoked, except if and insofar as another potential Customer makes an offer to the Catering Establishment to enter into a Catering Agreement concerning all or part of the Catering Services due in the option. In that case the option holder must be informed of this offer by the Catering Establishment, whereupon the option holder must state whether or not he wishes to take up the right of first refusal.

If the option holder does not give notice that he wishes to take up the right of first refusal then this right shall lapse. A right of first refusal can only be granted in writing.

3.4 Catering Agreements for one or more Guests entered into by intermediaries (shipbrokers, travel agencies, other Catering Establishments, etc.), whether or not in the name of their business connection(s), shall be considered to be concluded partly for account and risk of this intermediary. The Catering Establishment shall not owe any commission or percentage, by whatever name, to the intermediary unless specifically agreed otherwise in writing. Payment by the Guest of the whole or part of the amount due shall release the intermediary to the same extent.

## **Clause 4 - General obligations of the Catering Establishment**

4.1 The obligations specified in this clause apply to every Catering Establishment. All obligations arising from the special nature of the Catering Establishment and the type of Catering Services to be performed are contained in the following clauses.

4.2 In the event that the special regulation referred to in Clauses 5 et seq. is at variance with a general stipulation in subclauses 4.3 - 4.7, the special regulation shall apply.

4.3 Under the terms of the Catering Agreement, the Catering Establishment is, without prejudice to the stipulations in the following clauses, bound to provide the agreed Catering Services at the agreed times in the manner customary in that Catering Establishment.

4.4 The obligation mentioned in Clause 4.3 does not apply:

- 0. in the event of force majeure on the side of the Catering Establishment as defined in Clause 15;
- 0. if the Guest fails to arrive or arrives more than half an hour late;
- 0. if the Customer's payment of the guarantee deposit/interim payment referred to in Clause 10 is not made in good time;
- 0. if the Customer fails to provide a Turnover Guarantee in good time, despite a request to do so;
- 0. if the Customer in any other way fails to fulfil all his obligations towards the Catering Establishment in whatever respect.

4.5 The Catering Establishment is not obliged to accept and/or take into safe keeping any property of the Guest.

4.6 If the Catering Establishment makes any charge to the Guest for accepting Goods and/or taking Goods into safe keeping, the Catering Establishment is obliged to take reasonable care of those Goods, without prejudice to the stipulations in Clause 12.

4.7 The Catering Establishment is never obliged to admit any domestic animal belonging to the Guest and may attach conditions to such admission.

## **Clause 5 - Obligations of the Hotel Establishment**

5.1 The Hotel Establishment is during the agreed period obliged to provide the Guest with accommodation of the standard customary in that hotel, subject to the stipulations in the third subclause.

5.2 The Hotel Establishment must also be able to provide the associated Catering Services customary in that hotel and to supply the facilities customary there.

5.3 The accommodation should be available to the Guest from 14.00 hours on the day of arrival until 12 noon on the day of departure.

5.4 The Hotel Establishment should hang or affix or deposit the house rules in a clearly visible place for the information of the Guest, or hand over the house rules in writing to the Guest. The Guest is obliged to observe the house rules.

5.5 The Hotel Establishment is entitled to terminate the provision of Catering Services to a Guest at any time without prior notice if the Guest repeatedly breaks the house rules, or otherwise behaves in such a way that the order and peace and quiet in the Catering Establishment and/or the normal running of the place may be or is disturbed. In that case the Guest must leave the hotel at the first request. The Hotel Establishment may only exercise this right if the nature and seriousness of the breaches of the house rules by the guest give sufficient cause, in the reasonable opinion of the Hotel Establishment.

5.6 Unless otherwise agreed, the Hotel Establishment is entitled to regard the reservation as cancelled if the Guest has not checked in on the first day of the reservation by 18.00 hours, without prejudice to the stipulations in Clause 9.

5.7 The Hotel Establishment is entitled to ask the Guest to accept accommodation that differs from what is described in the Catering Agreement, except if such a request is clearly unreasonable and must be considered obviously too inconvenient for the Guest. In the latter case, the Guest/Customer has the right to cancel the Catering Agreement to which the aforementioned request of the Catering Establishment applies, with immediate effect, without prejudice to his obligations based on other Catering Agreements. If the Catering Establishment saves money in the above circumstances by providing accommodation that differs from what is described in the Catering Agreement, the Guest and/or Customer is entitled to the amount that is saved. Beyond that the Catering Establishment shall never be obliged to pay any compensation.

### **Clause 6 - Obligations of the Restaurant Establishment**

6.1 The Restaurant Establishment is obliged to provide the Guest with the agreed facilities at the agreed time and to supply the agreed food and drink in the quantity, quality and in the manner customary in that restaurant.

6.2 If no food and drink are agreed in advance then the Restaurant Establishment shall on request provide whatever food and drink is available at that moment, without prejudice to the other stipulations in Clause 6.1.

6.3 The Restaurant Establishment is entitled to refrain from providing Catering Services or to terminate these at any time if the Guest does not behave in a way that is fitting to the class and operation of that restaurant. The Restaurant Establishment may, among other things, lay down rules concerning the outward appearance of the Guest. The Guest must leave the restaurant at the first request.

6.4 If the Guest has not arrived by half an hour after the reserved time, the Restaurant Establishment may consider the reservation cancelled, without prejudice to the stipulations in Clause 9.

### **Clause 7 - Obligations of the Bar Establishment**

7.1 The Bar Establishment is obliged on request to provide the Guest with the drinks which it has in stock. In addition the Bar Establishment must be able to provide the Catering Services customary in that establishment.

7.2 The Bar Establishment is entitled to refrain from providing Catering Services or to terminate these at any time if the Guest does not behave in a way that is fitting to the class and operation of that bar. The Bar Establishment may, among other things, lay down rules concerning the outward appearance of the Guest. The Guest must leave the bar at the first request.

### **Clause 8 - Obligations of the Catering Establishment concerning room rental**

8.1 The Catering Establishment is entitled to provide rooms that differ from what is described in the Catering Agreement, except if such a request is clearly unreasonable and must be considered obviously too inconvenient for the Guest. In the latter case, the Guest/Customer has the right to cancel the Catering Agreement to which the aforementioned request of the Catering Establishment applies, with immediate effect, without prejudice to his obligations based on other Catering Agreements. If the Catering Establishment saves money in the above circumstances by providing rooms that differ from what is described in the Catering Agreement, the Guest and/or

Customer is entitled to the amount that is saved. Beyond that the Catering Establishment shall never be obliged to pay any compensation.

8.2 The Catering Establishment must in addition be able to provide the Guests with the Catering Services customary in that establishment.

8.3 The Catering Establishment is entitled to refrain from providing Catering Services or to terminate these at any time if the Guest does not behave in a way that is fitting to the class and operation of that Catering Establishment. The Catering Establishment may, among other things, lay down rules concerning the outward appearance of the Guest. The Guest must leave the Catering Establishment at the first request.

8.4 The Catering Establishment is entitled, after consultation with the competent authorities locally, to cancel the Catering Agreement on the grounds of justifiable fear that the public order may be disturbed. If the Catering Establishment makes use of this power, then the Catering Establishment shall not be liable to pay any compensation.

## **Clause 9 - Cancellations**

### **9.1 Cancellation by Customers, general**

9.1.1 The Customer is not entitled to cancel a Catering Agreement, unless he at the same time makes a binding offer to pay the amounts fixed below. Every Cancellation is considered to include such an offer. Such an offer is considered to be accepted if the Catering Establishment does not reject the offer forthwith. Cancellation should take place in writing and be dated. The Customer cannot derive any rights from a verbal Cancellation. The stipulations in Clause 9 apply without prejudice to the stipulations in other clauses.

9.1.2 The Catering Establishment may inform the Customer at the latest one month before the first Catering Service based on the relevant Catering Agreement is due to be provided that it will regard certain Individuals as a Group. In that case all the conditions for Groups apply to those persons.

9.1.3 The stipulations in Clauses 13.1 and 14.6 also apply to Cancellations.

9.1.4 In the event of No-show, the Customer is in all cases required to pay the Reservation Value.

9.1.5 In the event that not all the agreed Catering Services are cancelled, the conditions below apply pro rata to the Catering Services that are cancelled.

9.1.6 If one or more agreed Catering Services are completely or partly cancelled, the periods in the following clauses shall be increased by 4 months, if the Reservation Value of the cancelled Catering Services amounts to more than the correspondingly calculated value of the other Catering Services that the Catering Establishment could have provided during the period in which the cancelled Catering Services were to have been provided.

9.1.7 Any amounts which the Catering Establishment already owes to third parties at the time of Cancellation based on the cancelled Catering Agreement must at all times be fully reimbursed by the Customer to the Catering Establishment, provided the Catering Establishment has not acted unreasonably in entering into the commitments in question. The amounts involved shall go towards a reduction of the Reservation Value referred to in the following clauses.

### **9.2 Cancellation of hotel accommodation/lodgings**

#### **9.2.1 Groups**

If a reservation for only hotel accommodation is made, either with or without breakfast, for a Group then the following applies to the Cancellation of this reservation.

- 0. In case of Cancellation more than 3 months before the time when the first Catering Service should be provided under the terms of the Catering Agreement, hereinafter called "the Commencement Date", the Customer is not obliged to make any payment to the Hotel Establishment.
- 0. In case of Cancellation more than 2 months before the Commencement Date, the Customer is obliged to pay 15% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation more than 1 month before the Commencement Date, the Customer is obliged to pay 35% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation more than 14 days before the Commencement Date, the Customer is obliged to pay 60% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation more than 7 days before the Commencement Date, the Customer is obliged to pay 85% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation 7 days or less before the Commencement Date, the Customer is obliged to pay 100% of the Reservation Value to the Hotel Establishment.

#### **9.2.2 Individuals**

If a reservation for only hotel accommodation is made, either with or without breakfast, for a one or more Individuals then the following applies to the Cancellation of this reservation.

- 0. In case of Cancellation more than 1 month before the Commencement Date, the Customer is not obliged to pay any money to Hotel Establishment.
- 0. In case of Cancellation more than 14 days before the Commencement Date, the Customer is obliged to pay 15% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation more than 7 days before the Commencement Date, the Customer is obliged to pay 35% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation more than 3 days before the Commencement Date, the Customer is obliged to pay 60% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation more than 24 hours before the Commencement Date, the Customer is obliged to pay 85% of the Reservation Value to the Hotel Establishment.
- 0. In case of Cancellation 24 hours or less before the Commencement Date, the Customer is obliged to pay 100% of the Reservation Value to the Hotel Establishment.

### **9.3 Cancellation of restaurant/table reservation**

#### **9.3.1 Groups**

If a reservation for only a restaurant (table reservation) is made for a Group then the following applies to the Cancellation of that reservation:

- 1. if a menu has been agreed:
  - 0. in case of Cancellation more than 14 days before the reserved time no payment is due;
  - 0. in case of Cancellation 14 days or less but more than 7 days before the reserved

- time the Customer shall pay 25% of the Reservation Value;
- 0. in case of Cancellation 7 days or less before the reserved time the Customer shall pay 50% of the Reservation Value;
- 0. in case of Cancellation 3 days or less before the reserved time the Customer shall pay 75% of the Reservation Value.
- 2. if no menu has been agreed:
  - 0. in case of Cancellation more than twice 24 hours before the reserved time no payment is due;
  - 0. in case of Cancellation twice 24 hours or less before the reserved time the Customer shall pay 50% of the Reservation Value.

### 9.3.2 **Individuals**

If a reservation for only a restaurant (table reservation) is made for one or more Individuals then the following applies to the Cancellation of that reservation:

- 1. if a menu has been agreed:
  - 0. in case of Cancellation more than four times 24 hours before the reserved time no payment is due;
  - 0. in case of Cancellation four times 24 hours or less before the reserved time the Customer shall pay 50% of the Reservation Value.
- 2. if no menu has been agreed:
  - 0. in case of Cancellation more than twice 24 hours before the reserved time no payment is due;
  - 0. in case of Cancellation twice 24 hours or less before the reserved time the Customer shall pay 50% of the Reservation Value.

### 9.4 **Cancellation of other Catering Agreements**

9.4.1 The following shall apply to the Cancellation of any reservations not covered by Clauses 9.2 and 9.3.

9.4.2 The Cancellation of a Reservation made for a group shall be subject to the following.

- 0. In case of Cancellation more than 6 months before the time when under the terms of the Catering Agreement the first Catering Service should be provided, the Customer is not obliged to make any payment to the Catering Establishment.
- 0. In case of Cancellation more than 3 months before the said time, the Customer is obliged to pay 10% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 2 months before the said time, the Customer is obliged to pay 15% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 1 month before the said time, the Customer is obliged to pay 35% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 14 days before the said time, the Customer is obliged to pay 60% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 7 days before the said time, the Customer is obliged to pay 85% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation 7 days or less before the said time, the Customer is obliged to pay 100% of the Reservation Value to the Catering Establishment.

9.4.3 The Cancellation of a Reservation made for one or more individuals shall be subject to the following.

- 0. In case of Cancellation more than 1 month before the time when under the terms of the Catering Agreement the first Catering Service should be provided, the Customer is not obliged to make any payment to the Catering Establishment.
- 0. In case of Cancellation more than 14 days before the said time, the Customer is

- obliged to pay 15% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 7 days before the said time, the Customer is obliged to pay 35% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 3 days before the said time, the Customer is obliged to pay 60% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation more than 24 hours before the said time, the Customer is obliged to pay 85% of the Reservation Value to the Catering Establishment.
- 0. In case of Cancellation 24 hours or less before the said time, the Customer is obliged to pay 100% of the Reservation Value to the Catering Establishment.

#### **9.5 Cancellation by the Catering Establishment**

9.5.1 The Catering Establishment is entitled to cancel a Catering Agreement subject to the following, unless the Customer has given written notice within seven days after the signing of the said Catering Agreement requiring the Catering Establishment to waive its powers to cancel the agreement, provided that the Customer at the same time clearly states that he is also waiving his own powers to cancel the agreement.

9.5.2 If the Catering Establishment cancels a Catering Agreement to provide food and accompanying drink, the Clauses 9.1.1 and 9.3.2 apply correspondingly, transposing Customer and Catering Establishment.

9.5.3 If the Catering Establishment cancels a Catering Agreement other than the one referred to in Clause 9.5.2, then Clauses 9.1.1 and 9.2.2 apply correspondingly, transposing Customer and Catering Establishment.

9.5.4 The Catering Establishment is at all times entitled to cancel a Catering Agreement, without being obliged to pay the aforementioned amounts, if there are sufficient indications that the gathering to be held in the Catering Establishment on the grounds of the Catering Agreement is of such a different character from what might have been expected on the grounds of the Customer's statement or on the grounds of the capacity of the Customer or Guests, that the Catering Establishment would not have concluded the agreement, if it had been aware of the actual nature of the gathering. If the Catering Establishment exercises this right after the gathering in question has started, the Customer shall be obliged to pay for the Catering Services provided up to that point in time, but the Customer's obligation to pay for the rest shall cease to apply. In such an event, the payment for the Catering Services provided shall be calculated in proportion to the time the gathering was due to last.

9.5.5 Instead of exercising its right referred to in 9.5.4, the Catering Establishment is entitled to set additional requirements for the course of the gathering in question. If there are sufficient indications that these requirements are not being (or will not be) fulfilled, the Catering Establishment shall still be entitled to exercise the right referred to in 9.5.4.

9.5.6 If and insofar as the Catering Establishment also acts as a tour operator in the legal sense, the following shall apply with regard to travel agreements in the legal sense. The Catering Establishment may change an essential point in the travel agreement, owing to important circumstances that are immediately reported to the Customer. The Catering Establishment may also change a non-essential point in the travel agreement, owing to important circumstances that are immediately reported to the Customer. Up to twenty days before the commencement of travel, the Catering Establishment may increase the cost of the trip in connection with changes in the cost of transport, including fuel costs, the levies that are due, or the applicable exchange rates. If the traveller refuses to accept any such change, the Catering Establishment may cancel the travel agreement.

#### **Clause 10 - Guarantee deposit and interim payment**

10.1 The Catering Establishment can at any time require the Customer to deposit or arrange to have deposited with the Catering Establishment a guarantee deposit amounting at most to the Reservation Value less any interim payments already made. Guarantee deposits received shall be subject to proper accounting procedures, shall serve exclusively as security for the Catering Establishment and definitely do not count as already realised turnover.

10.2 The Catering Establishment can in each case ask for an interim payment for Catering Services already provided.

10.3 The Catering Establishment may recover all sums owed by the Customer on any account out of the amount deposited in accordance with the previous clauses. The balance must be repaid to the Customer by the Catering Establishment immediately.

### **Clause 11 - Turnover Guarantee**

11.1 If a Turnover Guarantee is issued, the Customer is obliged to pay the Catering Establishment at least the sum determined in the Turnover Guarantee in respect of the Catering Agreements concerned.

### **Clause 12 - Liability of the Catering Establishment**

12.1 The exclusion of liability in this clause does not apply insofar as the Catering Establishment has received a payment from an insurance company or from another third party relating to the risk that has materialised.

12.2 Without prejudice to the conditions in Clause 4.6, the Hotel Establishment is not liable for damage or loss of Goods which have been brought into the hotel by a Guest who is staying there. The Customer indemnifies the Hotel Establishment against claims from Guests in this respect. These stipulations do not apply insofar as the damage or loss is caused intentionally or the hotel is grossly at fault.

12.3 Without prejudice to the conditions in Clauses 12.7 and 12.8, the Catering Establishment is never liable for any damage whatsoever suffered by the Customer, the Guest and/or third parties unless the damage is caused intentionally or the Catering Establishment is grossly at fault. This liability exclusion also applies in particular to damage resulting from consuming foods prepared or served by the Catering Establishment, and to damage resulting from computer-related problems. If imperative law only permits a less extensive liability restriction, that less extensive restriction shall apply.

12.4 In no case is the Catering Establishment obliged to pay a higher sum in compensation than:

- 0. the Reservation Value or, if that is more,
- 0.
- 0. the amount paid out by the Catering Establishment's insurer to the Catering Establishment for the damage, or
- 0. the compensation for the damage received from another third party.

12.5 The Catering Establishment is never liable for damage to or caused by vehicles of the Guest, except if and insofar as the damage is caused intentionally or the Catering Establishment is grossly at fault.

12.6 The Catering Establishment is never liable for damage caused directly or indirectly to any persons or property as a direct or indirect result of any defect or any feature or circumstance on or in any moveable or immovable property which the Catering Establishment is looking after, holding on a long or short lease, hiring or which it owns or which is in any other way at the disposal of the Catering Establishment, except if and insofar as the damage is caused intentionally or the

Catering Establishment is grossly at fault.

12.7 If the Guest finds there has been any damage to the Goods placed in safe keeping, in exchange for payment as referred to in Clause 4.6, the Catering Establishment is obliged to make good the damage to these Goods resulting from their being damaged or lost. Compensation is never due in connection with other Goods contained inside the Goods which are handed in.

12.8 If the Catering Establishment accepts Goods or if Goods are deposited, left in safe keeping and/or left behind in any way, anywhere or by anyone without the Catering Establishment charging any money for this, then the Catering Establishment is never liable for damage to or in connection with those Goods however this may arise unless the Catering Establishment deliberately caused this damage, or the Catering Establishment is grossly to blame for the damage.

12.9 The Customer (not being a natural person who is not acting in the exercise of a profession or business) indemnifies the Catering Establishment in full against any claim, by whatever name, which the Guest and/or any third party may lodge against the Catering Establishment, if and insofar as this claim has any connection in the broadest sense with any (Catering) Service to be provided or which has been provided by the Catering Establishment under the terms of any agreement with the Customer or has any connection with the accommodation where such a (Catering) Service was provided or was to be provided.

12.10 The liability to indemnify referred to in Clause 12.9 also applies if the Catering Agreement with the Customer and/or the Guest is cancelled in full or in part for any reason.

### **Clause 13 - Liability of the Guest and/or Customer**

13.1 The Customer and the Guest and anyone accompanying them are severally liable for all damage which has occurred and/or may occur to the Catering Establishment and/or to any third party as a direct or indirect result of any non-fulfilment of obligations (culpable deficiency) and/or wrongful action, including breaking the house rules, committed by the Customer and/or the Guest and/or anyone accompanying them, as well as for all damage caused by any animal and/or any substance and/or any article which is in their possession or which is under their supervision.

### **Clause 14 - Settlement of accounts and payment**

14.1 The Customer has to pay the price fixed in the Catering Agreement or, insofar as the Catering Agreement was signed more than three months before the time when the Catering Services arising out of that Agreement have to be provided, the prices which apply at the time that the Catering Service(s) has/have to be provided, which are understood to be the prices stated on the lists displayed by the Catering Establishment in a place visible to the Guest or which are included in a list which is handed to the Customer/Guest, if necessary at the request of said Customer/Guest.

14.2 A list is considered to be displayed in a place visible to the Guest if the list is visible in rooms which are normally accessible in the Catering Establishment.

14.3 An extra charge can be made by the Catering Establishment for special services, such as the use of a cloakroom, garage, safe, laundry, telephone, telex, TV rental, etc.

14.4 All accounts, including accounts relating to Cancellation or No-show, are due for payment by the Customer and/or Guest at the time they are presented to him. The Customer is responsible for paying in cash unless otherwise agreed in writing or unless agreed otherwise.

14.5 If an invoice is sent out for an account which is below e 150,- according to the conditions in the fourth subclause, then the Catering Establishment may add e 15,- for administration costs to the account. The stipulations in this clause correspondingly apply to that amount.

14.6 The Guest and the Customer are severally liable for all amounts which one or both of them may owe the Catering Establishment on any account. Neither of them may appeal to benefit of excussion. Except where stipulated otherwise, Catering Agreements are considered to be concluded jointly on behalf of every Guest. By turning up the Guest acknowledges that the Customer was competent to represent him in concluding the relevant Catering Agreement.

14.7 As long as the Guest and/or Customer has not entirely fulfilled all his obligations to the Catering Establishment, the Catering Establishment is entitled to take over and keep all Goods which the Guest and/or Customer has brought with him to the Catering Establishment, until the Guest and/or Customer has fulfilled all his obligations to the Catering Establishment to the satisfaction of the Catering Establishment. Should this situation arise, the Catering Establishment has a right of lien as well as a right of retention on the Goods in question.

14.8 If payment otherwise than in cash is agreed, all invoices for any amount must be paid by the Customer to the Catering Establishment within fourteen days of the invoice date. If an invoice is sent out, the Catering Establishment is at all times entitled to add an extra 2% to the invoice to cover the restriction of its credit, which is removed if the Customer pays the invoice within fourteen days.

14.9 If and insofar as payment is not made in good time, the Customer is in default without any notice of default being necessary.

14.10 If the Customer is in default he must reimburse the Catering Establishment for all costs, both judicial and extrajudicial, arising from collection. The set level of extrajudicial collection costs is at least 15% of the principal amount owed, with a minimum of e 100.- all to be increased by the VAT due on that amount.

14.11 Over and above this, if the Customer is in default he will be charged interest at 2% above the legal interest rate. When the amount of interest due is calculated, part of a month is counted as a full month.

14.12 If the Catering Establishment has in its keeping Goods as referred to in Clause 14.7 and if the Customer from whom the Catering Establishment has received the Goods into keeping is in default for three months, the Catering Establishment is entitled to sell these Goods publicly or privately and to recover the amount owed from the proceeds. The costs associated with the sale are also the responsibility of the Customer, and the Catering Establishment can also recover these costs from the proceeds of the sale. After the Catering Establishment has recovered everything it is owed, any remaining money shall be paid to the Customer.

14.13 Every payment shall, regardless of any endorsements or observations made by the Customer at the time of payment, be considered as serving to reduce the debt of the Customer to the Catering Establishment in the following order:

0. the costs of execution
0. the judicial and extrajudicial collection costs
0. the interest
0. the damage
0. the principal amount.

14.14 Payment shall take place in Dutch currency. If the Catering Establishment accepts foreign instruments of payment then the market exchange rate in force at the

time of payment shall apply. The Catering Establishment may charge administration costs amounting to a maximum of 10% of the amount offered in foreign currency. The Catering Establishment can effectuate this by adjusting the market exchange rate then in force by a maximum of 10%.

14.15 The Catering Establishment is never obliged to accept cheques, giro payment cards and other such instruments of payment and may attach conditions to the acceptance of such instruments of payment. The same applies to other instruments of payment not referred to here.

### **Clause 15 - Force majeure**

15.1 Force majeure for the Catering Establishment, which means that any deficiency caused by this cannot be attributed to the Catering Establishment, shall be defined as every foreseen or unforeseen, foreseeable or unforeseeable circumstance which interferes with the fulfilment of the Catering Agreement by the Catering Establishment to such an extent that the fulfilment of the Catering Agreement becomes impossible or difficult.

15.2 Such circumstances are also understood to include such circumstances involving persons and/or services and/or institutions which the Catering Establishment is planning to use in fulfilling the Catering Agreement, as well as everything that applies to the aforementioned in terms of force majeure or reasons for postponement or cancellation, as well as non-fulfilment by the aforementioned.

15.3 If one of the parties to a Catering Agreement is not in a position to fulfil any obligation in that Catering Agreement, he is obliged to inform the other party of this as soon as possible.

### **Clause 16 - Lost and found**

16.1 Any objects which are lost or left behind in the building and appurtenances of the Catering Establishment and which are found by the Guest, must be handed in to the Catering Establishment by the Guest with all convenient speed.

16.2 Any objects which the rightful owner has not claimed from the Catering Establishment within a year of their being handed in become the property of the Catering Establishment.

16.3 If the Catering Establishment sends the Guest any objects that have been left behind, this shall take place entirely for account and risk of the Guest. The Catering Establishment is never obliged to send on such objects.

### **Clause 17 - Corkage**

17.1 If the Guest and/or Customer consumes drink that has not been provided by a Catering Establishment on the premises of that Catering Establishment, the Customer has to pay Corkage for each bottle consumed.

17.2 If the Guest and/or Customer consumes food that has not been provided by a Catering Establishment on the premises of that Catering Establishment, the Customer has to pay a Food Charge.

17.3 The amounts referred to in Clauses 17.1 and 17.2 shall be agreed in advance or, in the absence of prior agreement, shall be fixed at a reasonable level by the Catering Establishment.

## **Clause 18 - Applicable law and disputes**

18.1 Catering Agreements shall be governed exclusively by the laws of the Netherlands.

18.2 Any dispute between the Catering Establishment and the Customer (not being a natural person who is not acting in the exercise of a profession or business) shall be exclusively subject to the jurisdiction of the court in the domicile of the Catering Establishment, unless another court is competent under the strictly binding provisions of the law and without prejudice to the authority of the Catering Establishment to settle the dispute through the court which would have jurisdiction in the absence of this condition.

18.3 If and as soon as an arbitration committee is established under the auspices of Koninklijk Horeca Nederland and any other organisations which may be involved, the disputes which the arbitration committee is set up to mediate shall be settled in accordance with the regulations drawn up for this purpose.

18.4 All claims from the Customer become barred after one year has elapsed from the time of their origination.

18.5 The nullity of one or more clauses in these general terms and conditions does not affect the validity of all the other clauses. If a clause in these general terms and conditions turns out to be invalid for any reason, then the parties are assumed to have agreed a valid replacement clause which comes as close as possible to the meaning and scope of the invalid clause.

September 1998

Source: Koninklijke Horeca Nederland