

## GENERAL VENUE HIRE CONDITIONS of ECC Leiden

### **1. Article – Definitions**

Unless agreed otherwise in writing, the terms used in these General Venue Hire Conditions are defined as follows. Terms in the singular include the plural and vice versa where the text so requires.

#### Accommodation Rules

the rules drawn up by ECC Leiden, which can be consulted permanently (24/7) by the Hirer and other interested parties and/or downloaded from ECC Leiden's website (www.eccleiden.com).

#### Payment Schedule:

the written overview prepared by ECC Leiden stating the dates on which the Hirer owes ECC Leiden the Rent and the deposit for additional costs.

#### Participants:

the participants in the Hirer's Event, such as exhibitors, sponsors, suppliers and visitors.

#### Deposit for Additional Costs:

the deposit described in article 4.3 below.

#### Event:

all conferences, fairs, exhibitions, presentations, meetings or other events for which the Hired Space is made available.

#### Hired Space:

the meeting and conference rooms, halls, lounges and/or the foyers of ECC Leiden, as explicitly stated in the Contract.

#### Contract:

ECC Leiden's written confirmation to the Hirer stating the essential details concerning the Event, the Hirer, the Hired Space, Hire Period and the Rent.

#### Hirer:

the legal entity or private individual who forms the Contract with ECC Leiden or to whom ECC Leiden has sent a Contract or an Option Confirmation.

#### Hire Period:

the period or periods stated in the most recent Contract or Option Confirmation in which the Hired Space is available to the Hirer.

#### Rent:

the rent specified in the Contract or, where applicable, in the Option Confirmation.

#### Option Confirmation:

ECC Leiden's written confirmation to the Hirer stating the essential details concerning the option granted, the Event, the Hirer, the Hired Space, the Hire Period and the Rent.

#### General Venue Hire Conditions of ECC Leiden

The Holiday Inn Leiden & ECC Leiden (hereinafter referred to as 'ECC Leiden') is situated in Leiden, the Netherlands.

#### Reservation Value:

the Rent and the Deposit for Additional Costs.

### **2. Article – Formation of contracts and options**

- 2.1. Until the Contract is formed, the contents of the legal relationship is determined by the contents of the conversations and correspondence between the parties, including Option Confirmations and/or Contract, by means of faxes, letters and e-mails.
- 2.2. ECC Leiden may grant the Hirer what is known as a 'First Option' by means of an Option Confirmation, which clearly described what this option entails. Without

- 2.3. a written Option Confirmation, no option has been granted by ECC Leiden.  
A First Option applies for the period specified in the Option Confirmation subject to a maximum of sixty (60) days. The First Option will expire automatically after the option period specified has elapsed. If other serious prospective hirers show an interest in the same space or spaces in the option period granted, the Hirer must confirm, within a period of five (5) business days after ECC Leiden has informed the Hirer of said interest, whether or not the Hirer wishes to convert the First Option into a definitive Contract.
- 2.4. The Hirer is responsible for ensuring prior to forming the Contract whether the Hired Space is suitable for the Event for which the Hired Space is intended.

### **3. Article – The Hired Space**

- 3.1. The Hired Space only includes the space or spaces described in the Contract and the facilities specified. Unless explicitly agreed otherwise in writing, the central entrances, the corridors, stairs, cafes, restaurants, the grounds and the parking spaces are not part of the Hired Space.
- 3.2. Without ECC Leiden's prior written consent, the Hirer is not permitted:
- 3.3. to use the Hired Space for purposes other than that described in the Contract or, where applicable, in the Contract;
- 3.4. to sublease all or part the Hired Space or to otherwise allow third parties, such as Participants, to use the Hired Space, it being understood that this consent is not required where the Event concerns a fair or an exhibition;
- 3.5. to exhibit tangible property or services in the Hired Space not included in the exhibition programme described in the Contract;
- 3.6. to give the Event another name or to materially change the nature of the Event throughout the duration of the Contract, in which respect ECC Leiden will not unreasonably withhold its consent.
- 3.7. When using the Hired Space, the Hirer may not cause any hindrance or nuisance as described in Leiden's General Municipal By-Laws to ECC Leiden or third parties. The Hirer must furthermore ensure that the Participants will also refrain from doing so.
- 3.8. The provisions of the General Venue Hire Conditions also apply to the Participants if and insofar as relevant. The Hirer undertakes to notify the Participants of the relevant provisions of these conditions in writing and the Participants must observe these relevant provisions. The Hirer will at all times remain responsible and jointly and severally liable for the Participants' proper observance of these conditions. The Hirer indemnifies ECC Leiden against all third party claims ensuing from the Participants' breach of these conditions.

### **4. Article – Additional products and services**

- 4.1. Unless explicitly stated otherwise in writing in the Contract, all costs related to services, goods and facilities to be supplied by ECC Leiden and other parties in relation to the Contract, such as the costs of gas, water, electricity, flue gas equipment, compressed air, cleaning, waste disposal, door security and other security, audio-visual equipment, furniture, catering services, operation of technical equipment, special traffic control et cetera, will be for the Hirer's expense. Unless agreed otherwise in writing, these additional services, goods and facilities will be charged based on the relevant rates applicable during the Hire Period.
- 4.2. The Hirer will discuss with ECC Leiden (i) all services and facilities that must be supplied by or on behalf of ECC Leiden in connection with the hire and that must be purchased by the Hirer, as well as (ii) all other matters that are important to the Hirer and ECC Leiden in relation to the Contract and the Event, in a timely

- fashion and in any case no later than three (3) calendar months prior to the Hire Period. If the Hirer fails to do so, the Hirer will forfeit its right to hold it against ECC Leiden that it has failed to satisfy the Hirer's wishes, or that it has made insufficient effort to that end. The Hirer understands and agrees that additional terms of delivery might apply to the supply of a variety of products and services, such as catering and making ECC Leiden's ICT network available.
- 4.3. The Hirer will owe ECC Leiden a Deposit for Additional Costs for the additional facilities and services meant in this article. ECC Leiden will determine the deposit amount based on a percentage of the Rent established by ECC Leiden, or based on an estimate made by ECC Leiden of the costs involved.

**5. Article – Payment conditions**

- 5.1. The Hirer will pay the Rent and the Deposit for Additional Costs (as described in article 4.3 above) no later than on the dates specified in the Payment Schedule and in the absence of a Payment Schedule, no later than within twenty-one (21) days after the invoice date. Any and all reliance by the Hirer on discounts, suspension or set off is excluded. If any payment period is exceeded, ECC Leiden will be entitled to charge the Hirer statutory commercial interest pursuant to article 119a of Book 6 of the Dutch Civil Code from the due date within the meaning of the General Venue Hire Conditions of ECC Leiden.
- 5.2. The Hirer consents to ECC Leiden charging the Hirer turnover tax (VAT) on the Rent and the additional costs, as well as any cancellation charges where applicable, with due observance of the applicable regulations. The Hirer will pay this turnover tax (VAT) to ECC Leiden.
- 5.3. The deposit amount, within the meaning of article 4.3 above, will be settled as soon as possible after the end of the Hire Period. ECC Leiden will deduct all that the Hirer still owes ECC Leiden under or in connection with the Contract from this deposit amount, in which respect ECC Leiden will refund any balance to the Hirer within fourteen (14) days following the final settlement, provided that it has been established that the Hirer has fulfilled all its obligations in respect of ECC Leiden. If the amount payable by the Hirer to ECC Leiden exceeds the deposit amount paid by the Hirer, ECC Leiden will issue an additional invoice for the difference to the Hirer as soon as possible. The Hirer must pay said additional invoice to ECC Leiden by the due date.

**6. Article – Setup and vacation**

- 6.1. The setup, the use and the vacation of the Hired Space must take place in consultation with ECC Leiden and with due observance of the Accommodation Rules. The Hirer must ensure that the Participants also strictly observe the provisions of the Accommodation Rules. ECC Leiden is at all times entitled to impose further binding requirements concerning the use and the vacation of the Hired Space if that is deemed advisable by the Fire Brigade, the Police Department or ECC Leiden in the interest of public order and/or safety and/or in connection with laws and regulations.
- 6.2. Without ECC Leiden's explicit written consent, no changes may be made to the Hired Space and other spaces and grounds, which means, among other things, that nothing may be stuck, hacked, broken, drilled, nailed and/or painted in, on or to the floors, walls, glass partitions, ceilings, columns and stairs of the Hired Space. ECC Leiden will at all times be entitled, without any formality and/or judicial intervention, to restore everything added, damaged, removed or changed in breach of the provisions of the Contract to its original condition at the Hirer's expense.
- 6.3. Unless explicitly agreed otherwise in writing between ECC Leiden and the Hirer, the work to be carried out in the Hired Space with regard to the temporary connections to ECC Leiden's infrastructure for electricity, water, water discharge, gas, flue gas discharge, the central antenna system, telephone and other means of data communication, as well as with regard to pre-rigging and rigging (hanging up guy wires

and installing suspension points) may only be carried out by the installer or installers to be designated by ECC Leiden; the cost related to said work will be borne by the Hirer and/or the Participants.

- 6.4. The Hirer accepts the Hired Space in the condition in which the Hired Space is in upon commencement of the Hire Period. Any defects observed at the end of the Hire Period will be deemed to have arisen during the Hire Period, unless the Hirer notified ECC Leiden in writing of said defects upon commencement of the Hire Period, or is able to prove that said defects existed prior to the Hire Period, or that the damage is the consequence of normal wear and tear.
- 6.5. At the time at which the Hire Period specified in the Contract ends, the Hirer must deliver the Hired Space entirely vacant and clean in the condition in which it was made available, having removed all changes the Hirer may have made to the Hired Space. If the delivery does not take place at the time referred to above or if the delivery does not take place to its satisfaction, ECC Leiden may take the necessary measures at the Hirer's expense. If the Hired Space is not delivered on time and/or in a clean state, the Hirer will compensate ECC Leiden for all related loss or damage and costs. Unless explicitly agreed otherwise in the Contract or the confirmation, the Hirer cannot under any circumstances rely on tacit verbal hire or continuation of the hire.
- 6.6. ECC Leiden is entitled to remedy all damage caused for whatever reason to Hired Space and in, to or on the other space or spaces and grounds made available in that respect at the Hirer's expense, unless said damage was caused by ECC Leiden and/or its staff or as a result of normal wear and tear.

**7. Article – Rules concerning public order**

- 7.1. The Hirer will strictly comply with all regulations, statutory and other provisions prescribed by local and international competent authorities, including the Province of Zuid-Holland, the Municipality of Leiden, the Fire Brigade, the Environmental Agency, the Netherlands Food and Consumer Product Safety Authority, the Dutch performance rights organisation Buma/Stemra and the foundation for the exploitation of neighbouring rights SENA in relation to the Event, the hire, the Hired Space and/or the Hire Period. The Hirer will consult ECC Leiden about its intended layout of the Hired Space no later than three (3) full months prior to the commencement of the Hire Period to ensure that any changes that may need to be made in connection with, for example, fire and/or other regulations and/or the functioning of the Hired Space can be made on time.
- 7.2. Surveillance and security of and inside the Hired Space must be conducted in close consultation with ECC Leiden and with due observance of the reasonable guidelines drafted by ECC Leiden with regard to the security profile. 'Surveillance' is also understood to include the surveillance of the entrance or entrances to the Hired Space during the Hire Period. The Hirer will strictly observe ECC Leiden's conditions and instructions in this respect.
- 7.3. In close consultation with the Hirer, ECC Leiden will arrange for first aid services at larger Events during the Hire Period.
- 7.4. The Hirer will ensure that the Hired Space and the other space or spaces and grounds also made available in connection with the Event look well cared for during the Hire Period.
- 7.5. With the exception of advertising on stands at exhibitions, the attachment of advertising in, to, on and/or around the Hired Space (including the public and other spaces and grounds within the meaning of article 3.1 above) must take place in consultation with and with written approval from ECC Leiden on the conditions imposed by ECC Leiden.
- 7.6. The Hirer accepts any equipment forming part of the Hired Space in the condition in which it is upon commencement of the Hire Period. The Hirer must use the equipment carefully and in accordance with the purpose for which it is intended and must return it in the

- same condition, in accordance with the General Venue Hire Conditions of ECC Leiden, at the end of the Hire Period in which it was upon commencement of the Hire Period. ECC Leiden is not under any obligation to compensate any loss or damage resulting from renting or using the equipment, unless said loss or damage is the result of an intentional act or wilful recklessness on the part of ECC Leiden. Any loss or damage to be compensated will in all cases be limited to fixing or replacing equipment, or compensation of the costs for which ECC Leiden is insured up to the maximum amount for which ECC Leiden is insured in this respect.
- 7.7. The Hirer will ensure that no highly flammable or explosive substances, gasses or other dangerous substances (including chemical pesticides and insecticides), malodorous substances, or radioactive sources are present in the Hired Space during the Hire Period, unless ECC Leiden has granted its explicit written consent in this respect. The Hirer will furthermore ensure that products and services presented during the Event and present in the Hired Space are reliable and that they at all times satisfy the applicable statutory and other requirements and regulations and do not infringe the rights of third parties.
- 7.8. If the Hirer and/or the Participants use open, flowing, spraying and/or atomizing liquids (for example via air conditioning systems, fountains, high-pressure cleaners, saunas, whirlpools, etc.) in the Hired Space, the Hirer and/or these Participants must notify ECC Leiden of this in ample time in writing and must, in consultation with ECC Leiden, strictly observe or ensure strict observance of all safety regulations. Without ECC Leiden's explicit written consent, it is forbidden to use these liquids for the applications described in this article.
- 7.9. Smoking is not permitted inside ECC Leiden. Any fines imposed in connection with the violation of Dutch laws and regulations on this matter will be for the Hirer's expense.

#### **8. Article – Liability**

- 8.1. With the exception of intentional acts or wilful recklessness on the part of ECC Leiden, ECC Leiden is not liable for any loss or damage resulting from the failure to fulfil any provision of the Contract or the failure to do so on time and properly.
- 8.2. ECC Leiden is not liable for the consequences of defects that it was not aware of or could not have been aware of upon formation of the Contract.
- 8.3. The Hirer, staff hired by or on behalf of the Hirer, the Participants and other users of the Hired Space, as well as all tangible property of the Hirer, Participants and other users will be present in the Hired Space at the Hirer's own risk or at the risk of these parties. ECC Leiden is not under any obligation to insure these risks. The Hirer must take out adequate liability insurance, fire insurance and theft insurance. At ECC Leiden's request, the Hirer will provide a certificate from its insurance company or companies or insurance broker or brokers showing that the Hirer is properly insured during the Hire Period and that the relevant premiums have been paid, no later than thirty (30) days prior to the commencement of the Hire Period. The Hirer fully indemnifies ECC Leiden against all actions and claims – however named and in the broadest sense – of staff hired, Participants, other users, et cetera, relating to the Hirer's use of the Hired Space.
- 8.4. ECC Leiden is not liable for any loss of profits suffered by the Hirer or Participants or any loss or damage resulting from the activities of other hirers or from hindrance in the use of the Hired Space caused by third parties.
- 8.5. The Hirer, not ECC Leiden, is liable for damage caused to tangible property and/or persons in the Hired Space and/or on the grounds belonging to the Hired Space.
- 8.6. If, despite the foregoing, ECC Leiden is liable for loss or damage in any case whatsoever, ECC Leiden only accepts liability insofar as said liability is covered by its insurance, up to the amount paid by the insurance.

- 8.7. If the insurance does not pay in a specific case, ECC Leiden is not under any circumstances liable for an amount that exceeds an amount equal to the Rent paid for the Hired Space.

#### **9. Article – Indemnity**

- 9.1. The Hirer warrants in respect of ECC Leiden that it will obtain all necessary licences or permits and exemptions to have the Event take place in the Hired Space, including licences or permits granted by the Municipality, and that it will strictly observe any and all instructions related thereto. The refusal or withdrawal of such licences, permits or exemptions will not entitle the Hirer to cancel the Contract free of charge or to assert any other claim in respect of ECC Leiden. If and when requested by ECC Leiden, the Hirer will provide copies of the aforementioned permits and licences to ECC Leiden.
- 9.2. The Hirer indemnifies ECC Leiden against all claims that third parties might assert in respect of ECC Leiden relating to acts or omissions on the part of the Hirer and/or the Participants and/or persons for whom the Hirer is liable or who are present in the Hired Space on behalf of the Hirer and/or the Event.
- 9.3. In the Netherlands, it is prohibited to employ aliens who are not in possession of a permit as laid down in the Dutch Act on the Employment of Foreign Nationals (*Wet arbeid vreemdelingen*). The Hirer will strictly observe the statutory regulations and will, with reference to article 3.4 above, furthermore impose strict observance of the Dutch Act of the Employment of Foreign Nationals on the Participants. The Hirer explicitly acknowledges that ECC Leiden is not responsible or liable for compliance with the Dutch Act on the Employment of Foreign Nationals in respect of staff hired by or on behalf of the Hirer, the Participants and/or third parties and indemnifies ECC Leiden against fines and/or actions imposed on or instituted against ECC Leiden under the Dutch Act on the Employment of Foreign Nationals, regardless of whether these fines and/or actions are justifiable.

#### **10. Article – Catering and restaurants**

- 10.1. Unless explicitly agreed otherwise in writing, the catering in the Hired Space is reserved exclusively for ECC Leiden.
- 10.2. The Hirer and the Participants are not allowed to sell refreshments and/or stimulants or to provide them free of charge (for example through sampling), unless this takes place in connection an exemption explicitly granted in writing by or on behalf of ECC Leiden on conditions to be further determined in connection with the licences for use as a catering establishment or food safety regulations in force in the Netherlands. Consequently, supplying food and/or beverages to the Hirer, Participants or other third parties or their staff (including supplying food and/or beverages to the stands at exhibitions) is reserved for ECC Leiden.

#### **11. Article – Additional provisions**

- 11.1. Unless explicitly agreed otherwise in writing, the Hirer must at all times grant the staff and authorised representatives of ECC Leiden access to the Hired Space where this is necessary in connection with the performance of their work.
- 11.2. The Hirer and ECC Leiden will observe confidentiality with regard to the information in the Contract and the information that becomes available in the performance of the Contract, of which one party has notified the other party of its confidential nature or of which the other party must reasonably understand that the information in question is confidential, unless and insofar as:
- I. disclosure is required under the Contract, the law or by a court;
  - II. disclosure is required by a supervisory authority or government body;
  - III. the other party has granted its written consent for disclosure;

- IV. the information has come into the public domain without this being attributable to the other party;
- V. disclosure is necessary to obtain advice from a professional adviser.  
In the event of disclosure of information in the cases mentioned above, the disclosing party will consult the other party about the contents, form and timing of the intended disclosure.
- 11.3. The commercial operation of the cloakrooms and toilets in the Hired Space is reserved for ECC Leiden and/or third parties engaged by ECC Leiden.
- 11.4. The Hirer may not give staff employed by ECC Leiden or hired by ECC Leiden any tips, payments or gifts.
- 11.5. The Hirer agrees to the Event being included in ECC Leiden's publications on fairs and/or conference activities.
- 11.6. Without ECC Leiden's explicit written consent, the Hirer may not use another name and/or a figurative mark of ECC Leiden in its publications.
- 11.7. ECC Leiden is entitled to take photographs during the Event and to use them for online and offline publicity.
- 12. Article – Cancellation by the Hirer**
- 12.1. The Hirer may cancel the Contract effective immediately:
- 12.2. in the event of bankruptcy, a suspension of payments or other inability of ECC Leiden to fulfil its financial or other obligations;
- 12.3. in the event that ECC Leiden - after having been held in default in writing (insofar as this is reasonably feasible in relation to the Event) - fails to fulfil its material obligations under the Contract.
- 12.4. In the event of cancellation by the Hirer on the grounds of one of the reasons specified in article 12.1 above, the Hirer will not owe ECC Leiden any Rent or Deposit for Additional Costs.
- 12.5. In the event that the Hirer cancels the hire of one or more meeting rooms or conference halls, foyers and or lounges and other spaces (insofar as it or they do not form part of the room or halls referred to in paragraphs 12.1.2 and 12.1.3 of this article), the Hirer will owe the percentage of the Reservation Value specified in this article to ECC Leiden:
- in the event of cancellation more than 181 days prior to the commencement of the Hire Period: ten (10) percent;
  - in the event of cancellation less than 182 but more than 121 days prior to the commencement of the Hire Period: twenty-five (25) percent;
  - in the event of cancellation less than 122 days but more than 61 days prior to the commencement of the Hire Period: fifty (50) percent;
  - in the event of cancellation less than 62 days but more than 31 days prior to the commencement of the Hire Period: seventy-five (75) percent;
  - in the event of cancellation less than 32 days prior to the commencement of the Hire Period: one hundred (100) percent.
- 12.6. If within fourteen (14) days prior to the commencement of the Hire Period the Hirer cancels services and products for which an offer was made by or on behalf of ECC Leiden which offer was accepted by the Hirer, the Hirer must pay ECC Leiden the costs for the supply of said services and products stated in the offer. In the event of cancellation beyond this period, the Hirer must pay ECC Leiden the costs reasonably incurred by ECC Leiden in this connection, unless explicitly agreed otherwise in writing between the Hirer and ECC Leiden.
- 13. Article – Cancellation by ECC Leiden**
- 13.1. ECC Leiden may cancel the Contract effective immediately:
- 13.2. in the event of bankruptcy, a suspension of payments or other inability of the Hirer to fulfil its financial or other obligations;
- 13.3. in the event that an attachment is levied on material goods or tangible property of the Hirer or if similar measures have been taken based on an injunction;
- 13.4. at the instruction of the authorities, for example in the event of disruption or imminent disruption of the public order;
- 13.5. in the event that the Hirer after having been held in default in writing (insofar as this is reasonably feasible in relation to the Event) fails to fulfil its material obligations under the Contract.
- 13.6. A cancellation by ECC Leiden on the grounds of one of the reasons specified in article 13.1 above is regarded as a cancellation at the expense and risk of the Hirer and leads to the Hirer's liability for compensation. Payments made by the Hirer are regarded as compensation for the loss or damage suffered by ECC Leiden, without prejudice to ECC Leiden's right to claim compensation for the actual loss or damage from the Hirer.
- 13.7. In the event of cancellation of the Contract by ECC Leiden as a consequence of one or more of the circumstances described in article 13.1 above, ECC Leiden will be entitled, after a notice of default (insofar as such is reasonably feasible in relation to the Event), to do or omit, at the expense and risk of the Hirer, what the Hirer is obliged to do under the Contract, without prejudicing the Hirer's obligation to perform the Contract and compensate the costs and loss or damage ensuing from the cancellation.
- 13.8. In the event of *force majeure*, ECC Leiden is entitled to cancel or terminate the Contract effective immediately or to offer the Hirer reasonable replacement space, under the same conditions, in the agreed Hire Period. In the event of a cancellation or modification described in this paragraph, the Hirer will not be entitled to any compensation for any costs or loss or damage incurred. If the Contract is terminated by ECC Leiden on the grounds of *force majeure*, the Rent and, where applicable, the Deposit for Additional Costs will be refunded.
- 13.9. If the replacement space meant in the preceding paragraph is unsuitable, at the reasonable discretion of ECC Leiden, the Hirer will be entitled to rescind the Contract or Contracts within seven (7) business days following the written dated proposal made ECC Leiden without being entitled to compensation for any costs or loss or damage incurred, with the exception of the refund of the Rent and, where applicable, the Deposit for Additional Costs already paid.
- 14. Article – Umbrella permit of ECC Leiden – General Municipal By-Laws**
- 14.1. ECC Leiden is in possession of an integrated permit for organising a variety of activities. If the Hirer and/or Participants wishes/wish to organise activities that fall within the scope of ECC Leiden's integrated permit, it/they must request permission from ECC Leiden to do so. ECC Leiden will decide on such request as soon as possible.
- 14.2. Prior to submitting its request for permission, the Hirer is deemed to ascertain whether the activities it or the Participant intends to organise require ECC Leiden's consent. An overview of the activities that require ECC Leiden's consent, is available free of charge upon request. If the Hirer and/or the Participant fail to request permission for organising an activity that falls within the scope of the permit, ECC Leiden may refuse its consent outright.
- 14.3. If ECC Leiden gives permission to organise an activity, the Hirer or the Participant in question must strictly observe the conditions attached to said permission. The Hirer or the Participant in question must at all times cooperate in verifying compliance with the conditions attached to the permission granted.

- 14.4. If the Hirer or the Participant in question fails to comply completely or properly with any condition attached to the permission granted, the Hirer will be fully liable for the resulting loss or damage suffered by ECC Leiden. 'Loss or damage' is also understood to include the penalties imposed on ECC Leiden by or on behalf of the competent authorities in connection with the violation or non-observance of the permit granted to ECC Leiden.
- 14.5. ECC Leiden is not liable for any loss or damage suffered by the Hirer or the Participant in question as a consequence of ECC Leiden acting as supervisory body for the compliance with the conditions attached to the permission granted, unless a situation involves an intentional act or wilful recklessness on the part of ECC Leiden or as a consequence of enforcement acts on the part of competent authorities.
- 14.6. The Hirer indemnifies ECC Leiden against all claims of third parties who use or wish to use the permission, insofar as these claims relate in any way to, among other things, the refusal to grant permission, the contents of the permission or the measures that ECC Leiden or the competent authorities take in connection with supervising and enforcing conditions attached to the permission. The foregoing does not affect the Hirer's liability in accordance with the provisions of paragraph 5 above.

**15. Article – Applicability of the General Venue Hire Conditions**

- 15.1. If and insofar as any provision of the General Venue Hire Conditions is void or is nullified, the remaining provisions of the General Venue Hire Conditions will remain in full force and effect. ECC Leiden will then adopt a new provision in consultation with the Hirer that will replace the void/nullified provision, in which respect the purport or the void/nullified provision will be taken into account as much as possible.
- 15.2. The applicability of general terms and conditions of the Hirer and/or Participants is explicitly rejected, notwithstanding any earlier or later reference to, or declaration of applicability of, the general terms and conditions of the Hirer and/or Participants, for example on invoices.
- 15.3. The Accommodation Rules apply in addition to these General Venue Hire Conditions. If and insofar as the Accommodation Rules conflict with the General Venue Hire Conditions, the provisions of the Accommodation Rules will prevail.
- 15.4. Deviations from the General Venue Hire Conditions are only possible by means of a written document signed by ECC Leiden.
- 15.5. The Hirer understands and explicitly consents to ECC Leiden digitalising the Contract signed by both parties as a PDF file and only saving said digital PDF version in its archives. As such, the parties will regard the digitalised version of the Contract as the original Contract that binds the parties and has the same legal effect and evidentiary value as the present written version of the Contract.

**16. Article – Choice of law and forum**

- 16.1. The Contract is governed by Dutch law.
- 16.2. The District Court of The Hague has exclusive jurisdiction to adjudicate any and all disputes that may arise in connection with, or in the performance of, the Contract or agreements that the parties might as yet form in connection with the Contract, or that relate to the Contract in any way.
- 16.3. Notices and other types of notifications relating to the Contract may be delivered in person or by registered post to the addresses stated in the Contract.