

vermaat

PARTY CATERING SERVICE GENERAL TERMS A CONDITIONS

Vermaat Groep B.V. version number 2013

Article 1 Definitions

The following terms and expressions will be defined in these general terms and conditions as follows:

a. Catering company

Vermaat Groep B.V. or the relevant subsidiary of Vermaat Groep B.V. with which the supplier concludes the agreement.

b. Guest

The counterparty of the catering company, to whom one or more catering service(s) is/are provided.

c. Parties

The catering company and the guest.

d. Catering services

This includes all catering services and facilities that have been agreed in an order confirmation between the guest and the catering company.

e. Offer

The written offer made by the catering company to provide catering services at a certain price and under certain conditions.

f. Order confirmation / reservation

The order to provide a catering service or to accept the offer made by the catering company. The order confirmation leads to the agreement, provided this is entered into by an authorised person from the catering company.

g. Reservation value

The total costs of the catering services to be provided (including VAT) that are based on the averages applicable within the catering company.

h. Cancellation

The written notice given by the guest to the catering company that one or more of the agreed catering services is no longer required in part or in full, or the written notice given by the catering company to the guest that one or more of the agreed catering services will no longer be provided in part or in full.

i. No-show

The failure of a guest, without cancellation, to make use of a catering service agreed in an order confirmation.

j. Group

Ten or more persons belonging together.

k. Goods

All affairs including money, valuables and monetary instruments.

l. Turnover guarantee

A written statement from the guest that the catering company will achieve at least a certain turnover amount within the scope of one or more order confirmation(s).

Article 2 Applicability

- 2.1 These general terms and conditions apply to all requests, order confirmations and reservations whereby the catering company provides its catering services. They form an integral part of the individual offers and/or order confirmations.
- 2.2 Deviation from these general terms and conditions may only be agreed in writing.
- 2.3 General conditions of the guest, howsoever named, are not applicable, irrespective of the time at which these are invoked.
- 2.4 If the provisions in these general terms and conditions change, the most current version will always apply.

Article 3 Offers

- 3.1 All offers in any form whatsoever are entirely without obligation, unless otherwise stated in writing.
- 3.2 The catering company is only bound by order confirmations, reservations, changes or additions thereto after having accepted the confirmation thereof.

- 3.3 No rights can be derived by the guest from the images included in the offer. These images are for illustrative purposes only.

Article 4 Obligations of the catering company

- 4.1 Under the order confirmation, the catering company is obligated to provide the agreed catering services at the agreed times in the manner that is customary in the catering company.
- 4.2 The obligation mentioned in paragraph 1 of this Article does not apply:
 - in the event of force majeure on the side of the catering company as referred to in Article 15;
 - if the guest fails to arrive or arrives more than half an hour late;
 - if the guest does not pay the deposit or interim payment referred to in Article 10 in a timely manner;
 - if the guest fails to provide a turnover guarantee in a timely manner, despite a request to do so;
 - if the guest in any other way fails to fulfil his obligations towards the catering company in whatever respect.
- 4.3 The catering company is not obliged to accept and/or take into safekeeping any property of the guest.
- 4.4 If the catering company charges the guest any amount for the acceptance and/or safekeeping of goods, the catering company must look after those goods with due care.
- 4.5 The catering company is never obligated to admit any pet of the guest.

Article 5 Final number of guests and additional work

- 5.1 The number of guests that is known to us five working days prior to the performance of the meeting is the minimum number for the total final invoice.
- 5.2 The final number of guests may not negatively deviate by more than 15% from the originally stated number upon confirmation of the meeting.
- 5.3 If fewer guests are present on the day of the meeting than were confirmed, at least 75% of the amount precalculated for beverages will be passed on, provided this is based on actual costs. In the event that invoices are not based on actual costs, Article 5.1 will continue to apply.
- 5.4 If the duration of a catering service is in fact longer than agreed in the order confirmation, the catering company is entitled to charge to the guest the additional number of hours at the agreed hourly rate.

Article 6 Cancellations

- 6.1 Cancellation must take place in writing and be dated. The guest cannot derive any rights from a verbal cancellation.
- 6.2 The provisions in Articles 13 and 14.4 also apply to cancellations.
- 6.3 Any amounts that the catering company already owes to third parties at the time of cancellation based on the cancelled order confirmation or reservation must at all times be fully reimbursed to the catering company by the guest, provided the catering company has not acted unreasonably in entering into the obligations in question. The amounts referred to in this paragraph shall then be deducted from the reservation value referred to in the following provisions.

Article 7 Cancellation costs

When an order confirmation or reservation is made, the following applies to cancellation thereof:

- 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 company.
- In case of cancellation between 6 months and 3 months before the stated date, the customer is obliged to pay 10% of the reservation value to the catering company.
- In case of cancellation between 3 months and 2 months before the stated date, the customer is obliged to pay 15% of the reservation value to the catering company.
- In case of cancellation between 2 months and 1 month before the stated date, the customer is obliged to pay 35% of the reservation value to the catering company.
- In case of cancellation between 1 month and 14 days before the stated date, the customer is obliged to pay 60% of the reservation value to the catering company.
- In case of cancellation between 14 days and 7 days before the stated date, the customer is obliged to pay 85% of the reservation value to the catering company.
- In case of cancellation 7 days or less before the stated date, the customer is obliged to pay 100% of the reservation value to the catering company.

Article 8 Cancellation by the catering company

- 8.1 The catering company is entitled at all times to cancel an order confirmation or reservation without being obliged to pay any compensation or refund in any form whatsoever, if there are sufficient indications that the meeting to be held in the catering company based on that order confirmation or reservation is of such a different nature than expected on the basis of notice from the guest or on the basis of the capacity of the guest or guests that the catering company would not have entered into the order confirmation or reservation if it had been aware of the actual nature of the meeting. If the catering company makes use of this entitlement after the relevant meeting has started, the guest is obliged to pay for the catering services provided until that time, but his payment obligation for the remainder will lapse. The payment for catering services provided is, where appropriate, calculated in proportion to time elapsed.
- 8.2 The catering company is entitled to impose additional requirements with regard to the course of the relevant meeting, instead of exercising its entitlement as referred to in paragraph 1 of this Article. If there are sufficient indications that these requirements are not being (or will not be) fulfilled, the catering company shall still be entitled to exercise the right referred to in paragraph 1.

Article 9 Deposit and interim payment

- 9.1 No later than 10 days before the start of the catering services, the guest must pay 70% of the total reservation value to the catering company as a deposit. The catering company will send the guest an invoice for this. The catering company is entitled to suspend the catering services without notice if the guest has not paid the deposit to the catering company in a timely manner.
Received deposits are properly administered, serve only as security for the catering company and explicitly do not count as already-achieved turnover.
- 9.2 The catering company can always request interim (additional) payment for catering services already provided.
- 9.3 The catering company may, pursuant to the foregoing provisions, recover from the deposited amount with regard to all that the guest owes to him for whatever reason. The remaining balance must be repaid to the guest by the catering company immediately.

Article 10 Turnover guarantee

If a turnover guarantee has been issued, the guest is obligated with respect to the relevant order confirmation(s) or reservations(s) to pay to the catering company at least the amount specified in the turnover guarantee.

Article 11 Liability of the catering company

The catering company is never liable for the damages or loss of goods of a guest. These stipulations do not apply insofar as the

damages or loss are due to intent or gross negligence on the part of the catering company. The liability of the catering company is nevertheless in all cases limited to the amount that is covered (and reimbursed) under the regular liability policy that the catering company uses. The policy offers an insured amount of € 2.5 million per event with a maximum of € 5 million per year. Further liability is excluded.

Article 12 Liability of the guest

The guest and those accompanying him are jointly and severally liable for all damage that arises for the catering company and/or any third party and/or will arise as a direct or indirect consequence of breach of contract (attributable shortcoming) and/or wrongful act, which is understood to include violation of the house rules, committed by the guest and/or those accompanying him, as well as for all damage that is caused by any animal and/or any substance and/or any matter of which they are the owner or which is under their supervision.

Article 13 Settlement and payment

- 13.1 The guest owes the price stipulated in the order confirmation, or alternatively the prices as stated on lists that have been transmitted by the catering company in a place visible to the guest. Changes to the VAT rate are at all times passed on to the guest.
- 13.2 In case of no-show, the guest will in all cases be obligated to pay the reservation value.
- 13.3 The guest is jointly and severally liable for all amounts that he owes to the catering company for whatever reason. Order confirmations are deemed to be concluded on behalf of each guest, unless otherwise stated. By appearing, the guest indicates that the guest has been authorised to represent himself when confirming the relevant order.
- 13.4 As long as the guest has not entirely fulfilled all his obligations towards the catering company, the catering company is entitled to take and keep all goods brought by the guest into the catering company until the guest has fulfilled all his obligations towards the catering company to the satisfaction of the catering company. In addition to a right of retention, the catering company also accrues a right of pledge on the goods in question, where applicable.
- 13.5 If payment otherwise than in cash is agreed, all invoices for any amount must be paid to the catering company by the guest within fourteen days of the invoice date.
- 13.6 If and to the extent that timely payment is not made, the guest is in default without any notice of default being required.
- 13.7 If the guest is in default, he must reimburse to the catering company all costs arising from the collection, both judicial and extrajudicial. The set level of extrajudicial collection costs is at least 15% of the principal amount owed, with a minimum of € 100, all to be increased by the VAT due on that amount.
- 13.8 In addition, if the guest is in default, he will owe statutory interest. When the amount of interest due is calculated, part of a month is counted as a full month. The catering company is not obligated to give the guest notice of default before charging the costs described in this paragraph and in Article 14.8.
- 13.9 If the catering company possesses the goods as referred to in paragraph 5 of this Article and the guest from whom the catering company received the goods has been in default for three months, the catering company shall be entitled to sell these goods publicly or privately and to recover the proceeds from this sale. The costs associated with the sale are also the responsibility of the guest, and the catering company can also recover these costs from the proceeds of the sale. After the catering company has recovered everything it is owed, any remaining money shall be paid to the guest.
- 13.10 Any payment will, irrespective of any note attached or remark made by the guest with that payment, be deemed to be deducted from the debt of the guest to the catering company in the following order:
- the costs of execution;
 - the judicial and extrajudicial collection costs;
 - the interest;
 - the damage;
 - the principal amount.
- 13.11 Payment is made in euros.

Article 14 Force majeure

- 14.1 Force majeure for the catering company, meaning that any deficiency caused thereby cannot be attributed to the catering company, shall be defined as every foreseen or unforeseen, foreseeable or unforeseeable circumstance which interferes with the fulfilment of the order confirmation by the catering company to such an extent that the fulfilment of the order confirmation becomes difficult or impossible.
- 14.2 Such circumstances are also understood to include such circumstances involving persons and/or services and/or institutions that the catering company is planning to use in fulfilling the order confirmation, as well as everything that applies to the aforementioned in terms of force majeure or reasons for postponement or cancellation, as well as non-performance by the aforementioned.
- 14.3 If one of the parties to an order confirmation is unable to fulfil any obligation from that order confirmation, he is obliged to inform the other party of this as soon as possible.

Article 15 Lost property

- 15.1 Any objects lost or left behind in the building and appurtenances of the catering company which are found by

the guest must be handed in to the catering company with appropriate haste.

- 15.2 Any objects that the rightful owner has not claimed from the catering company within a year of them being handed in become the property of the catering company.
- 15.3 If the catering company forwards to the guest any objects left behind by the guest, this will be entirely at the expense and risk of the guest. The catering company is never obligated to forward said objects.

Article 16 Applicable law and disputes

- 16.1 The order confirmation or reservation and all agreements arising therefrom are governed exclusively by Dutch law.
- 16.2 All disputes, including those which are only considered as such by one of the parties, which may arise as a result of the order confirmation or ensuing agreements between the parties, will be brought before the competent court in the district where the client has its registered office.
- 16.3 All claims from the guest become time-barred after a period of one year after the date on which they arose.