



General Terms and Conditions

August 1st, 2016

Article 1: Definition of terms

1. Amstel Boathouse: the private limited liability company Amstel Boathouse B.V., as registered with the Chamber of Commerce under number 65922565.
2. Building: the registered property at Amsteldijk 223 in Amsterdam.
3. Client: every natural or legal person concluding or wishing to conclude an agreement with Amstel Boathouse.
4. Event: the party/gathering/reception or other 'event' organised by the Client on the date and time agreed upon with Amstel Boathouse and specified in the agreement.

Article 2: Applicability

1. These general terms and conditions apply to - and are a component of - all quotes by, assignments to and agreements with Amstel Boathouse.
2. Unless expressly agreed to and confirmed in writing by Amstel Boathouse, the Client's general terms and conditions shall not be applicable.

Article 3: Quotes and prices

1. All costs related to the services, goods and facilities provided by Amstel Boathouse shall be charged to the Client.
2. All quotes and prices and conditions specified therein are non-binding and shall remain valid, unless specified otherwise, for a maximum of four weeks.
3. In the event that Client wishes to lay down additional conditions or impose changes to the quote before accepting the quote, the agreement shall be established only after these departures from the original quote have been accepted in writing by Amstel Boathouse.
4. Amstel Boathouse may not be held to the quote in the event that the Client may reasonably be expected to understand that the quote, or components of the quote, are clearly the result of a mistake or oversight.
5. Prices and quoted prices are based on price-determining factors as applicable upon the quote date. In the event that cost-price increases occur at the time of execution or delivery, Amstel Boathouse is authorised to charge these increases to the Client. Examples include increased costs of rights, taxes, (raw) materials and resources, wages, supplies received from third parties, etc.
6. All quoted prices are in euro and do not include VAT or other taxes, levies or rights.



Article 4: Terms of payment

1. Prior to the event, Client is required to fulfil a down payment of 50% of the agreed total price to Amstel Boathouse.
2. Amstel Boathouse invoices shall be paid within the term specified in the invoice or the quote, and all amounts shall be made payable to the bank account number stipulated in the invoice or quote. Client is not entitled to suspending or setting off of payments, nor any other deduction or settlement.
3. The payment term defined in 4.2 is a firm term. In the event that Client has not fulfilled payment within that term, he is legally in default, without a requirement for Amstel Boathouse to issue prior notice of default or demand of payment. The Client shall then also owe statutory interest, and for Clients not acting in the capacity of their business, either the statutory commercial interest, in the event of 'non-private' Clients, Client shall also owe all additional costs, including all judicial and non-judicial collection costs.
4. Should payment fail to be made within the defined term, Amstel Boathouse retains the right to immediately dissolve the agreement, which shall not entitle Client to demand compensation of damages, or any other compensation. Should the agreement be dissolved as a result of non-payment by Client, Client shall owe Amstel Boathouse compensation of damages equal to the compensation in the event of cancellation as specified hereinafter in article 5.
5. Complaints concerning an invoice must be confirmed and documented in writing to Amstel Boathouse within 8 calendar days of the invoice date. Once this 8-day term has passed, Client is presumed to have accepted the invoice, and all rights and grounds for filing objections against the invoice have expired. Complaints regarding an invoice do not affect the Client's payment obligation, and in accordance with article 4.2, Client is not authorised to suspend, offset or withhold payment in any manner.

Article 5: Cancellation

1. The agreement must be cancelled in writing.
2. In the event of cancellation, the Client shall owe compensation of damages/ payment of a cancellation fee, calculated as follows:
Group reservations for lunch or diner in the restaurant from 10 people (with a pre-discussed menu):
 - 7 days or less for the reserved time 50%
 - 5 days or less for the reserved time 100%Events in the event centre of Amstel Boathouse:
 - More than 365 days before the reserved time: 3%
 - Between 365 – 180 days before the reserved time: 10%
 - Between 180 - 90 days before the reserved time: 15%
 - Between 90 – 60 days before the reserved time: 30%
 - Between 60 – 14 days before the reserved time: 50%
 - Between 14 - 7 days before the reserved time: 80%
 - 7 days or less before the reserved time: 100%
3. Without prejudice to the stipulations of article 5.2, Client is not held to payment of the compensation specified therein in the event that the cancellation is for less than 10% of the predefined number of guests, due to which the assignment shall remain intact for the remaining 90% or more, and the cancellation for 10% is made no later than 10 working days prior to the event date.



4. The cancellation date is defined as the first date upon which written notification is issued to Amstel Boathouse relaying the decision to cancel.
5. Amstel Boathouse is authorised at all times to cancel/terminate the agreement with immediate effect in the event that the municipality of Amsterdam, including the fire and/or police department, prohibit the use of Amstel Boathouse for the event. In this event, the Client is entitled to redemption of the down payment, but shall in no case be entitled to claim compensation of damages, nor any other manner of compensation, from Amstel Boathouse. Should the prohibition issued by the municipality, police, fire department or any other government service be attributable to the Client or his guests, or to the Client's failure to obtain or late obtainment of required permit(s), this will exclude him from claiming redemption of the down payment and Client shall owe the compensation specified in article 5.2.

Article 6: Prices, Additional and reduced costs

1. Modifications to the agreement that result in Amstel Boathouse being required to incur additional costs will be considered supplemental work and will be charged to Client, in addition to the prices provided in the offer/ agreement, at prices commonly charged by Amstel Boathouse.
2. Prices charged by Amstel Boathouse are subdivided into fixed and variable costs. Fixed costs include venue rent, audio-visual materials and the costs related to staffing and/or third party resources. Fixed costs do not depend on the number of guests. The variable costs such as beverages and food depend on the number of guests as specified in the agreement.
3. In the event that Amstel Boathouse is required to provide services for more than the number of guests agreed to in the quote, Amstel Boathouse is entitled to choose to either deny service to more persons than agreed or to accept provision of the additional services at an additional charge, as specified in article in 6.1.

Article 7: Ownership of goods, cash register, publicity, recordings, no security provided by Amstel Boathouse, unmonitored cloakroom, indemnification, repairs, etc.

1. All non-consumption goods, such as furnishings, tableware, flatware, AV-equipment, etc. which have been supplied by Amstel Boathouse and/or its suppliers, are and shall remain the sole property of Amstel Boathouse and/or its suppliers.
2. Should the client charge admission, he shall bear full responsibility for all cash flow management and legal levies.
3. All forms of publicity generated by the Client, including guest invitations, must clearly specify which entrance of the building should be used.
4. The Client is not permitted to distribute/ allow distribution of advertising/ advertising materials and/or flyers for any event whatsoever on the terrace, nor is he permitted (allow) record(ings to be made) for film, television, or of any sort in the building, without prior written consent from Amstel Boathouse, which consent may be subject to specific terms and conditions.
5. The client shall ensure that all required permission(s) for publication and/or reproduction of all parties with copyrights and ownership rights involved in the organisation and realisation of the event have been given.
6. Client shall ensure that all BUMA/STEMRA-rights owed for the music that will be played during the event shall be paid in a timely fashion, and indemnifies Amstel Boathouse from any claims or liability concerning claims made by BUMA/STEMRA or any other relevant third party.



7. Unless the Client hires an artist/DJ/act through Amstel Boathouse, Client shall bear full responsibility for bookings of and payments to the artist(s) and further third parties he has booked in relation to the event, in addition to the payment of taxes and levies and social security payments related to the artist(s) and all further third parties, with the exception of staff hired by Amstel Boathouse.
8. Amstel Boathouse does not have a monitored cloakroom nor any other security measures. Client shall inform his guests and all parties hired by him in relation to the event that a monitored cloakroom is not available and that there is no further security on the premises. Should Client want a monitored cloakroom or security services, he must hire such services through Amstel Boathouse. Client is never authorised to arrange security himself.
9. Client indemnifies Amstel Boathouse from:
 - all claims vested by BUMA/STEMRA as specified in article 7.7 in addition to all further claims by third parties related to intellectual property rights, ownership rights, including copyrights and image rights.
 - all claims vested by third parties related to received revenue, admission fees or further income generated by the Client in relation to the event, and all subsequent taxes and levies.
 - all payments to third parties, during or related to the event, and subsequent taxes, social security premiums and all further claims, of any nature.
 - all damages suffered by the Client, his guests or third parties during the event, including theft, unless this is the direct result of intentional acts or deliberate recklessness on the part of Amstel Boathouse.
 - all fines and/or penalties issued to Amstel Boathouse as a result of the behaviours and/or negligent acts of the Client, including the failure to acquire a necessary permit for the event.
 - All further claims vested by third parties, including the guests of the Client.
10. The Client must allow and accept urgent and necessary repairs by Amstel Boathouse or parties hired by Amstel Boathouse to or in the areas rented/ reserved by him for the event.



Article 8: Food and beverages and complaints

1. Unless expressly agreed otherwise in writing, the Client is not permitted to bring food or beverages of his own of any kind to the venue. Violation of this prohibition may lead to the immediate suspension of the event by Amstel Boathouse, which will not entitle Client to a discount, of any kind, on the agreed price of the event nor to any other form of compensation (for damages) for the Client.
2. Because all excess beverages and food provided by Amstel Boathouse will be disposed of after the event, all complaints concerning food and beverages must be made known immediately, and no less than one hour prior to the end of the event, to the manager of Amstel Boathouse. This manager will be on site and is available at the number provided in the agreement or, in the event of changes, in later notifications from Amstel Boathouse. Should complaints concerning food and beverages not have been received earlier than one hour before the end of the event, Client shall be assumed to be satisfied with the quality of the food and beverages and his right to file complaints pertaining thereto shall expire.
3. Further complaints, i.e. complaints not related to the quality of food and beverages nor the invoices issued by Amstel Boathouse as specifically defined in article 4.5, must be made known to Amstel Boathouse immediately upon their occurrence, and subsequently be confirmed in writing to Amstel Boathouse within 48 hours, providing a description that is as concrete and specific as possible. The absence thereof shall lead to the presumption that Client has no complaints, and his right to file such complaints shall have expired.
4. In the event that complaints are deemed legitimate by Amstel Boathouse, it shall discuss potential substitutes for that which has given rise to the complaint, or an option for partial discount on the amounts payable by the Client, to the prerogative of Amstel Boathouse. In the event of a discount, this shall never exceed the amount for which these services and goods were originally invoiced to Client by Amstel Boathouse.
5. Pursuant to article 4.5. of these terms and conditions, complaints shall never lead to the right to suspend or withhold payment, nor to any settlement with amounts due to Client.

Article 9: Further Client obligations, permits and further regulations, use of the building, Client liability and damages, no insurance by Amstel Boathouse

1. Should a permit be required for the event, Client is responsible for arranging and acquiring this permit. Failure to, or late, obtainment of a permit does not release the Client from his obligation to pay Amstel Boathouse the agreed event price.
2. Client is obligated to ensure that he, his guests and all third parties involved in the event by the Client shall comply with legal regulations, the regulations/ instructions given by Amstel Boathouse staff and the terms and conditions of any potential permit for the event, and any terms and conditions (that may be) stipulated by the municipality or other government authorities, including the police and fire departments.
3. Client shall ensure, and warrants, that no illegal activities or activities that are in conflict with public order and morality shall take place or possibly take place in the building or the surrounding grounds.



Should there rise a suspicion of (intended or potential) illegal activity that may take place during the event, or should it become clear that the nature of the event is different than may be inferred from the information provided by the Client, and where the genuine nature of the event would have caused Amstel Boathouse to refrain from entering into the agreement with the Client, Amstel Boathouse is authorised to cancel the event immediately, or, should the event already be in progress, end the event immediately. Should the event be cancelled or ended due to the grounds specified in this article 9.3, Client is expressly denied any right to compensation from Amstel Boathouse for damages, of any nature, And Client is held to full payment of the services/food and beverages received until such time that the event was ended, in addition to the fixed price for the use/ rent of the venue in which the event takes place/ will take place.

4. Client is furthermore obligated to ensure that the exits and emergency exits shall remain accessible and unobstructed at all times, that all fire extinguishers are and remain immediately accessible and that the access roads to the building remain unobstructed for police and fire services.
5. The arrangement, use and delivery of the event area shall take place in deliberation with Amstel Boathouse and shall meet the safety requirements of Amstel Boathouse. Client shall ensure that the building will not be damaged during the event. Hammering and drilling in the structure is prohibited at all times, and nothing shall be affixed, glued or attached to the building, in any manner, unless specific prior permission thereto has been received in writing by Amstel Boathouse, and the mounting materials have been approved in advance by Amstel Boathouse.
6. Client is obligated to pay the repair costs of damage to the building or goods within the building belonging to Amstel Boathouse and/or its suppliers, or in the event of loss or theft, Client is obligated to pay the replacement costs of those goods, where the damage was inflicted during the event or is directly related to the event.
7. The presence or use of fire, fireworks, foam equipment, water hoses, paint/graffiti, gas cylinders, confetti, rice or other such materials is prohibited at all times. Should these materials be used during the event despite this prohibition, the Client is obligated to pay for the corresponding cleaning costs to a minimum of €250.
8. The Client is not permitted to grant use of nor (sub)let the area(s) of the building given in use to him for the event to third parties, and Client shall grant all employees and the management of Amstel Boathouse unrestricted access to the event at all times.
9. Use of hard and soft drugs in the building and the corresponding premises is not permitted. Smoking is prohibited in the building.
10. The Client is obligated to ensure that from 00.00 until 17.00 hours, no music or noise will be produced by the event in excess of 80 D(B)a at the source and 90 D(B)a at the source between 17.00 and 24.00 hours. Client is subsequently obligated to ensure that guests leaving the premises during or after the event will not cause excessive noise in order to minimise the disturbance for the neighbours.
11. All goods and materials that have been placed in the building by or on behalf of the Client are at the risk of the Client. Amstel Boathouse does not bear responsibility for the insurance and/or monitoring thereof and is not liable for damage to or loss of the goods, property and cash amounts belonging to the Client, his guests or any third parties enlisted by him, unless this is the result of intentional acts or deliberate recklessness by Amstel Boathouse. The Client indemnifies Amstel Boathouse from claims vested by his guests and any third parties enlisted by him.



Article 10: Limited liability Amstel Boathouse

1. With the exception of the obligation to make the agreed areas available and the delivery of the agreed goods and services for the event, and where the Client has fulfilled his obligations, including his payment obligations, all (further) obligations of Amstel Boathouse are best efforts obligations, and Amstel Boathouse can not and will not guarantee any particular results.
2. The total liability of Amstel Boathouse, pursuant to article 10.1, due to an attributable failure in the performance of the agreement or on any legal basis whatsoever, is limited to compensation of immediate damages to a maximum of the amount negotiated for the specific agreement (excl. VAT). In this respect immediate damages are defined as:
 - a. the reasonable costs incurred by the Client in order to make the performance of Amstel Boathouse meet the terms of the agreement. These damages will nevertheless not be compensated if the Client has rescinded the agreement with Amstel Boathouse.
 - b. reasonable costs, incurred in order to prevent or limit damages, to the extent that the Client can demonstrate that these costs have led to a limitation of direct damages as defined in these general terms and conditions.
3. The total liability of Amstel Boathouse for loss due to death or bodily injury or as a result of material damage to goods shall never exceed €500,000 (five hundred thousand euro) per event, where a series of related events is defined as a single event.
4. Liability of Amstel Boathouse for indirect loss, including but not limited to consequential loss, loss of profits, loss of savings, reduced goodwill, loss as a result of claims by the Client's customers, corruption or loss of (computer) data, loss as the result of the use of goods, materials, software, suppliers prescribed to Client by Amstel Boathouse and loss due to stagnated business, etc. is excluded.
5. Amstel Boathouse is never liable for losses as a result of advice or recommendations it has provided, nor is it liable for loss as a direct or indirect result of any fault or any manner or circumstance on or in the building of which Amstel Boathouse is the tenant, without prejudice to those instances where the loss is a direct result of deliberate acts or gross negligence on the part of Amstel Boathouse.
6. With exception to the events cited in article 10.1-10.3, Amstel Boathouse bears no liability for the compensation of damages, regardless the grounds on which a claim to compensation of damages is based. The maximum amounts stipulated in article 10.2 shall nevertheless cease to apply if and insofar the loss is the direct result of deliberate acts or gross negligence on the part of Amstel Boathouse.
7. The liability of Amstel Boathouse for an attributable failure in the performance of an agreement shall become applicable only if the Client notifies Amstel Boathouse immediately upon discovery of the failure, and in the case of complaints concerning food and beverages, no later than one hour prior to the end of the event, pursuant to the stipulations of article 8.2. This is in part due to the singularity and unique nature of an event. Client must therefore inform Amstel Boathouse of any complaints/faults no later than during the event by email, in addition to lodging a verbal complaint with the manager on duty, whereby he shall be as detailed as possible about the nature of the complaint/fault, in order to provide Amstel Boathouse the opportunity to correct such complaints/faults within the limited time frame in which it can deliver the expected goods and services.



After all, it is impossible to correct such complaints/ faults after the event has ended. Prerequisite to any right to compensation is always that upon discovering a fault the Client must immediately, without any delay, and in no event later than one hour before the end of the event, or if the complaint arises at a later time during the event, always prior to the end of the event, report this complaint by email in addition to verbal notification of the Amstel Boathouse manager.

8. The email referred to in 10.7 must be as detailed as possible regarding the fault, in order to allow and adequate response by Amstel Boathouse to respond adequately.
9. Each claim for compensation against Amstel Boathouse shall be barred by the mere expiry of twelve (12) months following the initial damage or loss.
10. The exclusions, limitations and restrictive conditions that concern the delivered goods and services invoked by suppliers or subcontractors of Amstel Boathouse, may also be invoked upon the Client by Amstel Boathouse.
11. Client indemnifies Amstel Boathouse, its employees and any assisting personnel it enlists from any claim by third parties related to the performance of the agreement by Amstel Boathouse.
12. The employees of Amstel Boathouse or any persons providing assistance enlisted by Amstel Boathouse may invoke this article and all other defences pursuant to the agreement as if they were themselves a party to the agreement.

Article 11: Delivery

1. After the rental period, the Client must deliver all areas in the same condition as they were originally given in use to him, swept clean and cleared of all decorations applied and used by the Client. Should the Client fail to fulfil the obligation stipulated in this article, he shall be charged for the actual cleaning costs to a minimum of €500 per occurrence.

Article 12: Force Majeure

1. Under no circumstances is Amstel Boathouse liable for its failure to fulfil its obligations pursuant to the agreement where it is prevented from doing so by or as a result of force majeure. Force majeure is defined, pursuant to the stipulations of article 6:75 Dutch Civil Code, by parties as all occurrences that are beyond the control of Amstel Boathouse, and due to which Amstel Boathouse can not be reasonably expected to perform or complete the assignment/agreement, including but not limited to;
 - Acts of Terrorism.
 - Strikes and/or cessation/delay or another manner of non-fulfilment or insufficient fulfilment of their obligations by suppliers, including public utility companies and further third parties needed to perform the agreement.
 - (Unforeseen/sudden) absence - for whatever reason- of personnel necessary to perform the agreement, in addition to further third party absences and power outages.
 - Fire, storm, thunderstorms and other natural occurrences, disasters or the elements.



- Obligations imposed by the government authorities - including the municipality of Amsterdam, the police and fire departments - such as the closure of Amstel Boathouse itself in addition to refusal or rejection of permits or other withholding of approval, and/or the revocation of permits and/or other revocation of approval from the government authorities to allow, or disallow, Amstel Boathouse to be utilised as a venue for a party/event to the scale and on the date and time desired by the Client.
 - All further circumstances and occurrences beyond the control of Amstel Boathouse, which prevent Amstel Boathouse from performing or completing its obligations pursuant to the agreement.
2. In the event of force majeure, as specified in sub 1 of this article 12, each party has the right to terminate the agreement with immediate effect. Amstel Boathouse is exempt from all liability for damages, of any nature, that are the direct or indirect consequence of force majeure or termination of the agreement as stipulated in this article.
 3. In the event of termination of the agreement as specified in article 12.2, Amstel Boathouse is entitled to reasonable compensation by Client for work that has already been carried out and goods that have already been ordered, should Amstel Boathouse be unable to cancel such work and orders without incurring cancellation costs.

Article 13: Closing Articles

1. All agreements with Amstel Boathouse are exclusively governed by Dutch Law. Disputes arising from the agreement, payment matters and these general terms and conditions will exclusively be brought before the competent court in Amsterdam.
2. If any one or more of the provisions of these general terms and conditions should prove or become in violation with any legal provision or be ruled by a competent court as null and void, the other provisions of these general terms and conditions shall remain fully in effect. The annulled or cancelled provision will, pursuant to the stipulations of art. 3:42 Dutch Civil Code, be replaced with a provision as would have been agreed to by parties had they been aware of the invalidity or revocability of the original provision(s).
3. Amstel Boathouse retains the right to modify and/or amend these general terms and conditions where this is necessary and in the interest of the proper and unrestricted course of business.