

General terms and conditions Venue Collective 2025

1. General Definitions

- Owner/Lessor: Collective (Wicked BV) located at Generaal Vetterstraat 51A in (1059BT) Amsterdam and registered with the Chamber of Commerce under number 74928767.
- User: The person or company that uses one of the spaces and catering made available by the Owner.
- Services: Renting and facilitating meeting and event spaces and making catering available and everything between the Owner and User further agreed within the framework of the agreement.

2. Applicability

2.1 These terms apply to every offer, quotation, or agreement for rental, assignment, or use between the User and the Owner. They also apply to all (other) actions, performed activities, and legal acts of the Owner and User in this regard, both within and outside the Netherlands, regardless of the residence or place of establishment of the Tenant and/or other (third) parties involved in the agreement, and regardless of the place where the agreement was concluded or should have been executed, insofar as these terms have not been expressly and in writing deviated from by the parties. These general terms also apply to business relationships/clients/guests of the User if they use the space provided by the Owner. If the User declares their own and/or other General Terms and Conditions applicable, these are not binding on the Owner and are explicitly rejected, to the extent that they deviate from these General Terms and Conditions.

2.2 Deviations and/or additions to any provision in the Agreement and/or General Terms and Conditions are only valid if agreed upon in writing and solely apply to the respective Agreement or the stipulations in Article 2.1. If the Owner has given written consent to any deviations or additions to these General Terms and Conditions, the User does not have the right to invoke them in other Agreements or the provisions of Article 2.1 without the prior explicit consent of the Owner. The Owner has the right to amend or supplement these General Terms and Conditions at any time. In the event of any changes or additions, the Owner will inform the User thereof in writing.

2.3 If one or more provisions in these general terms and conditions are null or void, either in part or in full, at any given time, the remaining provisions of these general terms and conditions shall continue to apply without any reduction. The User and Owner will then engage in discussions to establish new provisions to substitute the null or void provisions, aiming to preserve, as much as possible, the purpose and intent of the original provisions.

2.4 If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation should be in accordance with the spirit of these provisions.

2.5 If the Lessor does not always require strict compliance with any provision, this does not mean that the Lessor loses the right to in other cases, to require strict compliance with these provisions.

3. Offers, quotations, prices and rates

3.1 All offers from the Owner are non-binding. Quotations issued by the Owner are valid for 5 days unless explicitly stated otherwise in the quotation. If an offer or quotation contains a non-binding proposal and is accepted by the User, the Owner has the right to revoke the offer within five business days of receiving the acceptance.

3.2 Clear errors or typos in the quotation or offers, whether via the website or otherwise, do not bind the Owner in any way. The Owner is always authorised to rectify such obvious errors and mistakes.

3.3 Acceptance of a quotation takes place in writing by signing the relevant quotation or a quotation to be drawn up later.

3.4 If the acceptance by the User deviates materially from the offer, the agreement is only concluded if the Owner explicitly agrees in writing to these deviations.

3.5 The prices or rates stated in the offers, quotations, price lists, etc., are exclusive of VAT and any additional costs.

3.6 If the offer is based on data provided by the User, and these data prove to be incorrect or incomplete or change subsequently, the Owner is entitled to adjust the rates stated in the offer.

3.7 Offers, quotations, and/or prices do not automatically apply to subsequent orders.

3.8 The Owner is entitled to redefine prices and rates. The new rates apply from the moment of the change for all users of the space who, from the moment of the change, procure a space from the Owner.

3.9 Unilaterally changing the program and/or the number of guests can result in the immediate expiration of the agreement.

3.10 The Owner will inform the User about this no later than 1 month after the price change. If the User does not agree with this price change, the User has the authority to terminate the agreed Service within 10 days after the price change.

has been communicated to the User by the Owner. If the User wishes to terminate the agreement in accordance with the above, the User must communicate this in writing to the Owner.

3.11 The Owner will execute each agreement to the best of their ability and is authorised to engage third parties, if necessary, for the proper fulfilment of the given assignment.

4. Access and use areas

4.1 The spaces of the Owner are only accessible by the User and the business associates/clients/guests guided by him/her. The User is fully responsible and liable for the business associates/clients/guests guided by him/her during their stay in the Owner's space and must ensure that they strictly adhere to these general terms and conditions and the house rules of the Owner.

4.2 Access to and use of the spaces of the Owner take place at one's own risk and in compliance with the applicable house rules. The Owner is not liable for the loss, theft, or damage of brought items/goods.

4.3 Smoking is prohibited in all spaces, and hazardous items (such as open flames, candles, fireworks, smoke machines, confetti, tape, etc.) or other articles that may cause damage or contamination to the space are not allowed.

4.4 The Owner reserves the right to refuse or adjust certain uses of the spaces if there is a reason to do so. The foregoing also applies to the day of the rental itself.

4.5 The Owner reserves the right to refuse the User or business associates/clients/guests of the User if, in the opinion of the Owner, there is cause to do so.

4.6 The Owner has spaces in quiet locations in the city and values a good relationship with the neighbours. The User may not cause any disturbance or nuisance to the neighbours when using the space. The User will ensure that any third parties present due to him/her will not cause any disturbance either.

4.7 The User shall leave the reserved space in the same condition as accepted at the beginning. All costs for the repair, cleaning, or restoration of the space are the responsibility of the User, to the extent that these costs are incurred to restore the space to its original state. In the case of excessive waste, processing costs may be charged.

4.8 The User is expected to use the space, furniture, and other furnishings in the intended manner. Damage to the space or belongings of the Owner due to improper or incorrect use will be charged to the User, and the User declares to fully cover these costs to the Owner. The Owner does not permit any alterations to be made to the space unless prior written consent has been given. However, such changes may still be refused by the Owner on the day of the rental itself.

4.9 It is not allowed to bring personal catering, such as food, drinks, and snacks, into all spaces. The Owner will offer the User its own catering services, ensuring the quality and service of Wicked Grounds are maintained.

5. Reservations and cancellations

5.1 To ensure availability of the space on the desired date and time, the User must sign the quotation digitally.

5.2 Only confirmed (signed) reservations grant you the right to use the designated room on the booked date and time.

5.3 Confirmed reservations can be modified in consultation with the Owner up to seven days before the date. The implementation of the modification depends on the circumstances and whether, in the opinion of the Owner, it is feasible. Any additional costs will be borne by the User.

5.4 In case the User cancels a reservation with an agreed quotation price smaller than EUR 5.000,- ex VAT up to 90 days before the booked date, the Owner will not charge any fees (except for any reasonable costs incurred up to that point). If the User cancels a reservation within 90 to 60 days before the booked date, the Owner will charge 50% of the agreed quotation price. If the User cancels a reservation within 60 to 30 days before the booked date, the Owner will charge 75% of the agreed quotation price. If the User cancels within 30 days before the booked date, the Owner will charge 100% of the agreed quotation price.

5.5 In case the User cancels a reservation with an agreed quotation price between EUR 5.000,- ex VAT and EUR 10.000,- ex VAT up to 180 days before the booked date, the Owner will not charge any fees (except for any reasonable costs incurred up to that point). If the User cancels a reservation within 180 to 90 days before the booked date, the Owner will charge 50% of the agreed quotation price. If the User cancels a reservation within 90 to 60 days before the booked date, the Owner will charge 75% of the agreed quotation price. If the User cancels within 60 days before the booked date, the Owner will charge 100% of the agreed quotation price.

5.6 In case the User cancels a reservation with an agreed quotation price of more than EUR 10.000,- ex VAT up to 360 days before the booked date, the Owner will not charge any fees, except for any reasonable costs incurred up to that point. If the User cancels a reservation within 360 to 270 days before the booked date, the Owner will charge 50% of the agreed quotation price. If the User cancels a reservation within 270 to 180 days before the booked date, the Owner will

charge 75% of the agreed quotation price. If the User cancels within 180 days before the booked date, the Owner will charge 100% of the agreed quotation price.

5.7 For each made room and/or group reservation, the User can change the definitive number of guests free of charge up to 14 days in advance, provided it does not deviate by more than 10% from the reserved number. Changes and cancellations need to be confirmed in writing.

5.8 When reserving hours, the user must take into account the necessary preparation time and any potential overrun of his/her activities in the space. If the space is reserved immediately afterward by another user, the User ensures that the space is released on time. The costs of additional hours, including personnel costs, will be passed on to the User. .

6. Force majeure

6.1 In the event of force majeure on the part of the User or Owner, the Owner is entitled to terminate the agreement without judicial intervention, through a written statement to the User, or to suspend the performance of its obligations towards the User for a reasonable period, proposing an alternative date and time, without being obligated to pay any compensation. The Owner can invoke force majeure even after being in default with one or more obligations under the Agreement.

6.2 Force majeure on the part of the Owner, within the context of these general terms and conditions, is understood to mean any non-attributable failure on the part of the Owner, including but not limited to business disruptions, notifications from the municipality, burglary, fire, sabotage, internet or power failures, or any other technical malfunction.

6.3 If the force majeure situation occurs when the agreement has already been partially executed, the User is obliged to fulfil his/her obligations towards the Owner.

7. Prices, payment and collection costs

7.1 All prices are in Euros and exclusive of VAT.

7.2 Payment must always be made within 14 days after the invoice date, in a manner to be specified by the Lessor in Euros.

7.3 For events with costs exceeding €3,000.00, a prepayment of 90% of the total costs will be invoiced in advance, to which the User explicitly agrees. The remaining amount will be invoiced through a regular invoice and must be settled within the term mentioned in Article 7.2.

7.4 For events booked by a User who is not residing or commercially established in the Netherlands, a prepayment of 100% of the total costs will be invoiced in advance, to which the User explicitly agrees.

7.5 If the User defaults on the payment of an invoice, the User is automatically in default. In such a case, the User is liable for a contractual interest rate of 1% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate applies. The contractual or statutory (commercial) interest on the overdue amount will be calculated from the moment the User is in default until the full amount is settled.

7.6 The User is never entitled to offset the amount owed to the Owner. Objections to the amount of an invoice do not suspend the payment obligations. The User is also not entitled to suspend the payment of an invoice for any other reason.

7.7 If the User defaults or is in arrears in the (timely) fulfilment of his/her obligations, all reasonable costs incurred to obtain satisfaction out of court will be borne by the User. The extrajudicial costs will be calculated based on what is customary in the Dutch debt collection practice.

8. Complaints

8.1 The User is obligated to inspect the space immediately after occupancy and to report any visible imperfections, damages, and/or deviations to the Owner in writing. Complaints during the use of the space or facilities must also be reported immediately. All consequences of not reporting immediately are at the User's risk.

8.2 The Owner will make efforts to remedy these complaints as soon as possible, allowing the User to use or continue using the space and facilities. Complaints regarding the condition or defects, shortcomings, or other imperfections in the property will be promptly addressed by the Owner.

8.3 If the complaint cannot be immediately resolved, preventing the User from using the space or facilities, the Owner will offer the User the option to use the reserved hours at another time. In case of additional damage, the provisions of the liability article included in these general terms and conditions will apply.

8.4 Other complaints regarding the space, facilities, or services of the Owner should be reported to the Owner in writing immediately upon discovery, but no later than 7 days after using the space.

8.5 In the case of a valid complaint, the Owner, in accordance with Article 8.2, will make efforts to remedy these complaints as soon as possible. If this is not possible, the Owner, in accordance with Article 8.3, will provide the User with the opportunity to use the reserved hours at another time.

8.6 If a complaint is not reported to the Owner within the previously mentioned timeframe, the space is deemed to have been taken into use in good condition and in accordance with the user agreement. The facilities and/or services of the Owner are considered to have been delivered or performed in accordance with the user agreement.

8.7 Complaints do not suspend the user's payment obligation.

9. Liability

9.1 The Owner will make efforts to ensure that the User can use the space undisturbed and appropriately during the reserved hours, and that this period and other facilities or services provided meet reasonable requirements. Beyond this responsibility, the Owner does not accept any liability, except in cases of intent or gross negligence.

9.2 The Owner is dependent on a (telephony) provider for accessibility. The Owner will make the best possible efforts to promptly resolve any disruptions in access to the website, but cannot reasonably guarantee uninterrupted availability of the phone or email. The Owner is not liable for any damage that the User suffers or will suffer in connection with the non-continuous or incomplete availability of these services.

9.3 Notwithstanding what is stipulated in paragraph 1 of this article, the Owner is only liable for direct damage. Any liability of the Owner for consequential damage, such as business losses, loss of profit, suffered loss, delay damage, and/or personal or bodily injury, is expressly excluded.

9.4 The user is obliged to take all measures necessary to prevent or limit damage.

9.5 If the Owner is liable for the damage suffered by the User, the liability is at all times limited to a maximum of the average invoice amount for the reserved hours of the space.

9.6 The User must address the Owner for the damage suffered within a maximum of 1 month from the moment he/she became aware of or could have become aware of the damage.

9.7 The Owner is never liable for damages resulting from work carried out by the User or on behalf of the User by third parties or deliveries made by them.

9.8 The Owner is never liable for damages due to loss, theft, or damage of items brought by the User and/or its business relations/clients/guests.

9.9 Storing and housing inventory and/or goods on the premises provided by or hired by the lessor is entirely at the risk of the tenant.

9.10 The Owner is not liable for physical injury to any of the participants, relations/clients/guests of the User, and/or other third parties that the User allows to be present at the location; entering the space(s) is entirely at one's own risk.

9.11 The Owner is also not liable for any health damage in the case of an allergy. The kitchen may contain traces of nuts.

9.12 During the use of the space, the User is responsible for safely storing, preserving, and adequately protecting their own (confidential and/or business) information or that of their business relations/clients/guests.

9.13 The User cannot hold the Owner liable if the damage has occurred: a. due to improper use or use contrary to the purpose of the space and/or the facilities or use thereof contrary to the instructions, advice, manuals, etc., provided by or on behalf of the Owner; due to errors or incompleteness in the data, information, or other materials provided by or on behalf of the User to the Owner; b. by instructions or directives from or on behalf of the User; c. because repairs or other work or modifications to the space or facilities have been carried out by or on behalf of the User without explicit prior permission from the Owner.

9.14 In the cases listed in clause 10 of this article, the User is fully liable for all resulting damages and expressly indemnifies the Owner from any claims by third parties for compensation for these damages.

10. Interim termination of the user agreement

10.1 Every user agreement is entered into on the condition that the Owner has the right to terminate it prematurely without being obligated to pay any compensation if the Owner, for any reason, wishes to cease its business activities.

10.2 The Owner always has the right to change the location of its business activities and continue its business activities at another location without being obligated to pay any compensation to the User. The Owner will offer the User the user agreement for the new location.

10.3 If the User does not wish to continue the user agreement at the new location, the User has the right to terminate the agreement in writing.

11. Applicable law

11.1 Only Dutch law applies to the agreement concluded between the Owner and the User.

11.2 Any disputes will be settled by the competent court in the location where the Owner is established, although the Owner always retains the right to submit the dispute to the competent court in the location where the User is established.