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GENERAL INTRODUCTION

These General Venue Hire Terms and Conditions, hereinafter referred to as "these conditions", are the binding terms and conditions attached to all the proposals and agreements offered by Centraal Museum to a party that wishes to host a reception or event (hereinafter collectively referred to as a "function") in the museum. The party that manages the venues and makes the proposals for hire agreements is hereinafter referred to as the "museum". The other party or parties are hereinafter jointly and severally referred to as the "client". The museum and client are hereinafter jointly referred to as the "parties". These conditions apply to all the museum's venues available for hire, i.e. the Garden Room, the Museum Garden, the Auditorium and the Nicolaïkerk church. Specific supplementary venue hire term and conditions apply to the Nicolaïkerk church venue in addition to these conditions. These additional terms and conditions have been added to these conditions (Article 17 et seq.)

1. APPLICABILITY

- 1.1. These conditions apply to all proposals and agreements to which they have been declared applicable by the museum, as well as to all ensuing proposals and agreements.
- 1.2. Any client's general terms and conditions do not apply.
- 1.3. Deviations from and additions to these conditions are only valid if the parties have explicitly agreed so in writing.
- 1.4. Should, for any reason, one or more provisions of these conditions not be valid, the validity of the remaining provisions will remain in effect. In mutual consultation, the parties will replace the invalid provisions by valid provisions that approximate the purport of the original provisions to the greatest extent possible.
- 1.5. In addition to these conditions, the museum's house rules also apply. A copy of the most recent house rules can be found under Article 10: House rules, furnishing and equipment of these conditions. The museum always has the right to change its house rules even after agreements between the parties have been concluded, provided that the changes are reasonable.

2. RESERVATION

- 2.1. All proposals made by the museum are non-binding, that is to say, under the express proviso that there will only be an obligation on the part of the museum when it has received the signed quotation from the client.
- 2.2. If the museum has not yet received the quotation signed by the prospective client and a third party shows an interest in hiring the same venue on the same date(s), the museum will promptly inform the prospective client, and the prospective client must promptly notify the museum as to whether they wish to accept the museum's proposal.
- 2.3. By signing the quotation, the client declares to be aware of, and to agree with, these conditions.
- 2.4. The museum solely accepts venue hire for private functions.

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3. TENTATIVE RESERVATIONS

- 3.1. Tentative reservations are only valid if granted or confirmed in writing.
- 3.2. Tentative reservations are valid for 14 days unless explicitly agreed otherwise. If a tentative reservation has not been converted into a definitive reservation within this term, the tentative reservation will be cancelled immediately by operation of law.
- 3.3. The museum reserves the right to cancel a tentative reservation if the museum needs the venue for museum use. The tentative reservation will then be cancelled by operation of law. The museum will send the client a suitable proposal to compensate for this cancellation.
- 3.4. If the museum is able to conclude a definitive agreement with a third party on a tentatively reserved venue within the term of validity for that tentative reservation, it can force the prospective client that made the tentative reservation to decide on the definite reservation within 24 hours. If the client fails to do so, their tentative reservation will immediately be cancelled by operation of law, and the museum may conclude the agreement with the other party.

4. CANCELLATION

- 4.1. The client always has the right to cancel an agreement concluded with the museum in part or in full. In the event of cancellation, the client shall owe a percentual cancellation fee over the sum originally agreed between the parties as set out in paragraphs 4.2. to 4.4.
- 4.2. In the event that the client cancels a reservation more than 2 months before the date of the relevant function, the client shall be obliged to pay the museum 15% of the agreed price.
- 4.3. In the event that the client cancels a reservation more than 1 month before the date of the relevant function, the client shall be obliged to pay the museum 35% of the agreed price.
- 4.4. In the event that the client cancels a reservation more than 14 days before the date of the relevant function, the client shall be obliged to pay the museum 60% of the agreed price.
- 4.5. In the event that the client cancels a reservation more than 7 days before the date of the relevant function, the client shall be obliged to pay the museum 85% of the agreed price.
- 4.6. In the event the client cancels a reservation within 1 week of the date of the relevant function or on the day itself, the client shall be obliged to pay the museum 100% of the agreed price.
- 4.7. Cancellations can only be made in writing.

5. CHANGES IN CATERING

- 5.1. The museum's cost estimate is based on the number of guests as included in the agreement. Any changes in the number of guests will have consequences for the final price as calculated and specified in the agreement. Not only the costs of food and beverages but factors like staff deployment and required materials have all been calculated on the basis of the number of guests stated in the quotation or agreement. The client is obliged to inform the museum as soon as possible of any changes or additions that deviate from what has been agreed. If the client

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informs the museum of such changes in the proposal stage, the museum will endeavour to find the most appropriate solution. As soon as the details of an assignment have been set out in a definitive, signed agreement, the client has agreed to a specific minimum number of guests.

- 5.2. Financial settlement of a maximum of 10% reduction in the agreed number of guests will be possible if the museum has been notified of the reduction no later than 7 working days before (the start of) the function.
- 5.3. If the function is actually attended by more guests than agreed, the related costs will be charged as additional costs based on the information stated in the quotation or agreement.
- 5.4. If the reduction in the number of guests exceeds the 10% limit, the museum is entitled to adjust the prices according to the table below:

Reduction in the number of guests	Increase in the price for food & beverages
up to 10%	0%
11-25%	10%
26-50%	15%
more than 50%	25%

6. PRICES AND PAYMENT

- 6.1. Unless explicitly stated otherwise, all prices are in euros and exclude VAT and other government levies and non-government levies such as Buma Stemra, etc. Changes in these levies will always be passed on to the client.
- 6.2. Invoicing will take place as stipulated in the agreement.
- 6.3. In the case of a reservation agreement, the invoice must be paid by the client within 30 days of the invoice date.
- 6.4. The client is not allowed to suspend or set off the payment unless the management of the museum has acknowledged in writing either the reason for the suspension or the claim against which the payment is being set off.

7. USE OF THE HIRED VENUE

- 7.1. The client is not permitted to use the venue for any activity other than indicated in the signed quotation or to hire it out to, or allow the use by, third parties.
- 7.2. During the function, the client must guarantee and is responsible for all their guests' conduct in the museum's grounds and building(s) and their immediate vicinity.
- 7.3. Damage to a building and its inventory must be reported to the party manager employed by the museum or, in their absence, to security staff.
- 7.4. Without the explicit written permission of the museum, it is not permitted to make construction drawings, details of technical installations or security systems available to external parties.

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8. TERMINATION OF THE AGREEMENT

Termination of the agreement on the part of the museum and with immediate effect is possible if:

- the client fails to comply with the obligations set out in the reservation agreement;
- the client or users misuse the hired venue by the client;
- the client or users cause a nuisance to other clients;
- the client provided the museum with incorrect information or withheld correct information from the museum;
- the client or users come under serious suspicion of a disturbance of public order or causing nuisance;
- the client or users come under serious suspicion of causing damage to the objects and equipment in the museum.

8.1. The museum will always recover damages from the client. These costs will be invoiced to the client immediately after the function.

9. LIABILITY OF THE CLIENT

9.1. The museum cannot be held liable in any way by the client nor the users. This applies to potential material damages or theft arising while visiting the museum and venue as well as to any potential damages arising from the activities organised by the client.

9.2. The client is liable for any and all damages however named and however caused or arising, unless such damages are the result of negligence on the part of the museum or its staff.

9.3. The client is not permitted to make any changes whatsoever anywhere in (the surroundings of) the museum grounds or building(s). The client must leave everything in the same condition as they found it.

9.4. In the event of damages to or loss of audio-visual equipment or furniture, the client shall owe the museum compensation equal to the purchase costs/new value.

9.5. The client may never allow more than the specified maximum number of guests access to a function (including the set-up, departure and dismantling stages). If the maximum number is unknown, this number equals the number of guests as specified in the agreement.

9.6. The museum is entitled, even without prior warning if necessary, to (temporarily) discontinue its services with immediate effect if on the part of the museum it is believed that the client or (one of) its guests do not or not adequately comply with the aforementioned obligations or behave improperly to such an extent that their conduct endangers safety or public order.

9.7. The museum is entitled, even without prior warning if necessary, to deny the client or (one of) its guests access to its grounds or buildings if on the part of the museum it is believed that they do not or not adequately comply with the aforementioned obligations or behave improperly or it is gauged that their conduct will endanger public order or the personal safety of others.

9.8. The museum assumes adequate liability insurance on the part of the client.

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10. LIABILITY OF THE MUSEUM

- 10.1. The client and their guests visit the museum at their own risk. The museum is only liable for damages, by any cause whatsoever, if and insofar as intent or gross negligence can be said to have existed on the museum and/or its managers.
- 10.2. The museum excludes liability for all forms of indirect, corporate or reputational damage. If the museum should nevertheless be liable, it will limit its liability to the amount of the value of the agreement concluded between the parties, up to a maximum of € 15,000, i.e. fifteen thousand euros.
- 10.3. The museum only provides advice without obligation. The museum is never liable for the content nor consequences of any advice it provides, except in the case of intent or gross negligence on the part of the museum or one of its managers.
- 10.4. The museum is not liable for damages caused by the behaviour of third parties it has engaged, be it staff or suppliers.
- 10.5. The museum is never liable for damages to or with vehicles of the client.
- 10.6. The client and their guests themselves are fully responsible for the properties they have brought. Except in the case of intent or gross negligence on the part of the museum or its managers, the museum is not liable for any damages to or loss of these properties, unless the museum has received and accepted them for safekeeping against payment and a numbered voucher has been issued to confirm receipt. In that case, the museum's liability is limited to the goods accepted for safekeeping and not their contents, and in any event, this liability is maximized at € 1,000, i.e. one thousand euros.
- 10.7. The aforementioned restrictions may also be applied by museum staff and suppliers.
- 10.8. Should the law have granted less far-reaching restrictions than included above, these less far-reaching limitations apply.

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11. HOUSE RULES, FURNISHING AND EQUIPMENT

All clients and users should familiarise themselves with the museum's house rules set out below and behave or act accordingly:

- 11.1. The museum is an authentic location where the client and their guests should behave appropriately.
- 11.2. In the case of sound amplification, a maximum limit of 86dB(A) applies.
- 11.3. Art objects must never be touched.
- 11.4. The party manager is the contact for the client. Instructions from the party manager must always be followed.
- 11.5. Minimum distance to the art objects
 - 11.5.1. Exhibited art objects should, in consultation with the host or hostess, be obstructed by tensa barriers at a distance of 1.5 m. The poles are placed by the museum.
 - 11.5.2. Buffets and registration and other visitor booths or desks must be placed at a distance of at least 5 metres from art objects.
- 11.6. Decoration
 - 11.6.1. Furniture, decorations and lighting should never interfere with the operation of security detection devices (cameras, infrared detectors, smoke detectors). Such is to be assessed by the security department.
 - 11.6.2. Plants and the like are not allowed as decorations for reasons of avoiding potential pests and vermin that may be harmful to art objects and the building.
- 11.7. Heating of the venue
 - 11.7.1. If additional heating is used, it may not radiate directly towards or in line with an art object. In other words: no heat source should be directed towards the objects.
 - 11.7.2. Heat sources may never be installed without prior consultation with the museum.
 - 11.7.3. The extent to which the venue can be heated depends on the presence of the number of guests and the types of art objects.
 - 11.7.4. Gas bottles (including carbonated bottles) are never allowed in or against the building.
- 11.8. Safety
 - 11.8.1. Emergency exits, escape routes and extinguishing equipment must be free of obstacles at all times.
 - 11.8.2. Should the client bring their own extinguishing equipment, they should be aware that is not permitted to use unapproved extinguishers.
 - 11.8.3. Powder extinguishers are not permitted either for reasons of the major collateral damage they can cause.
- 11.9. Storage space
 - 11.9.1. There is little to no storage space in the building. The client should take this into account.
 - 11.9.2. Carts, wheelie bins, tables, etc. should always be placed or cleared away and set aside in consultation with the museum.
- 11.10. Candles, warming flames and open fires are not permitted.
- 11.11. After the function, the layout of the rooms must be returned to its original state.

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- 11.12. Unless otherwise agreed, all functions end by 1.00 a.m. at the latest. The building must then be surrendered empty and tidy. Exceeding the time limit automatically results in a € 1.000,-, i.e. a thousand euros, increase in the hire price.

12. COOPERATION WITH CATERERS

- 12.1. The museum works together with a preferred partner for dinners and extensive drinks. The communication between the client and the catering company runs via the museum.
- 12.2. The art objects must be prevented from any risk. The catering company will have to assess the risks associated with equipment, furniture and the like, such as heat, vapours, splashes, falling over, etc.
- 12.3. For arrangements, see the appendix (evening receptions only).

13. COMMUNICATION

- 13.1. The client is not permitted to use the museum's name for publicity purposes and in other public statements without the prior written permission of the museum's marketing and public relations department.
- 13.2. The client is not permitted to use the museum's name in, or for the purpose of, raising grants and/or funds without the prior consultation and written permission of the museum's fundraising officer.
- 13.3. The client is not permitted to provide information about (the history of) the museum, its buildings and its collection without prior consultation and written permission from the marketing and public relations department.

14. INTELLECTUAL PROPERTY

- 14.1. The museum is and will remain the owner of all the intellectual property rights it accrued.
- 14.2. Any intellectual property rights arising from the (fulfilment of the) agreement between the parties will be fully accrued to the museum.
- 14.3. The client is not permitted to violate the museum's intellectual property rights in any way whatsoever.
- 14.4. The client is not permitted to use the museum's name(s), logo, photos, etc. in any form of publicity without the museum's explicit prior written permission.

15. AUDIOVISUAL EQUIPMENT AND USAGE

- 15.1. The technical facilities may only be operated by or under the supervision of the museum.
- 15.2. The museum only arranges for the technical facilities and technicians as specified in the agreement between the parties.

16. CONCLUDING ARTICLE

- 16.1. Solely Dutch law applies to the museum's proposals and agreements. Only the Dutch courts have jurisdiction.
- 16.2. In all cases for which these conditions and/or the museum's house rules do not provide, the museum decides.

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- 16.3. If there is a difference of interpretation between the text of the Dutch version and a translation thereof, the Dutch version will prevail.

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**17. ADDITIONAL VENUE HIRE TERMS AND CONDITIONS FOR THE
NICOLAÏKERK CHURCH**

The Nicolaïkerk church is a venue with a special character. This church is not a neutral venue but a building with a unique appearance and purpose. Your conduct as regards this building must befit this context. For that reason, the following venue hire terms and conditions for the Nicolaïkerk church apply in addition to the general venue hire terms and conditions.

1. DAMAGE/DEPOSIT

- 1.1. If the museum believes that a certain type of use increases the risk of damages, it may demand a deposit. This deposit must be credited to the account of the Nicolaïkerk church no later than four weeks prior to the relevant function and will be refunded after deduction of any costs incurred or to be incurred, as soon as it is known whether costs have been or will be incurred.
- 1.2. Even if no deposit was requested but damages (either physical damages or additional cleaning) have occurred or if otherwise arisen unexpected costs have to be paid, the client is liable for payment.
- 1.3. The museum excludes any liability for any properties brought by the client in or around the church.

2. CHURCH ORGANS/PIANO

- 2.1. The hire price of the church venue does not include the use of its three organs; these can be hired separately. When hiring an organ, the regular church organist will play the instrument, unless otherwise agreed with the museum in writing. If one or more organs are to be played by one or more organists arranged for by the client, these organists must each have a certificate of competence.
- 2.2. In all cases, the organs may only be played with the explicit written permission of the regular organist of the Nicolaïkerk church.
- 2.3. If so desired, the organs can be tuned at the expense of the client. Such tuning will be arranged for by the museum.
- 2.4. The hire price of the church venue does not include the use of the piano; it can be hired separately separately. Piano hire includes tuning.

3. CHURCH IMAGE

- 3.1. It is prohibited at any time to make photographs, films, videos or audio recordings in the church for commercial purposes. Only after prior consultation with the museum, an appropriate arrangement can be made.
- 3.2. For the purpose of assessment, the client is obliged to send the museum a programme and a statement of the nature of all the activities to be performed at the venue, including any radio, television and sound recordings, at the latest 4 weeks before the hire commences. The programme must be discussed in detail with the museum and approved in writing.

4. DAY AND PARTIAL DAYS**Events & Guided Tours**

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- 4.1. In principle, the church venue can only be hired from Monday to Saturday. On Sundays and Christian holidays, the venue is solely used for church services and other ecclesiastical and religious activities as well as concerts, unless the museum has indicated otherwise.
- 4.2. Unless otherwise agreed in writing, the use of the church can be used from
8.30 a.m. - 12.30 p.m..
1.00 p.m. – 5 p.m.
6.00 p.m. – 10.00 p.m.
The building will be accessible to the client 30 minutes before the above-mentioned starting times. After midnight, an hourly surcharge of € 199,00, i.e. one hundred and ninety-nine euros, on the hire price will be charged.
5. RESTRICTIVE CONDITIONS
 - 5.1. The hire of the church venue is subject to the following restrictive conditions:
 - political propaganda is prohibited;
 - amplified live music and amplified live acts are not permitted; acoustic music is permitted to a limited extent;
 - activities that are contrary to generally recognised standards and insights acknowledged within the Christian faith are prohibited.
6. ADVERTISING
 - 6.1. The mounting of advertisements or banners on, around and in the building is subject to the museum's prior approval.
 - 6.2. No mounting materials may be used in or on the building without prior written permission.
7. CONCLUDING ARTICLE
 - 7.1. Smoking in the church is prohibited at all times. The use of nails in either wood or stone is prohibited at all times. The use of adhesive tape to affix something to a wall is prohibited at all times.
 - 7.2. The natural stone floor is very sensitive to grease. Crumbs of cakes, cookies, etc. must be removed immediately.
 - 7.3. Unless otherwise agreed, the church will be furnished as ready for Sunday service. This means, among other things, that 300 seats are arranged in rows. The client must surrender the church in the same condition.
 - 7.4. The church will be made available to the client in a clean and tidy condition. The client must surrender the church in the same condition.
 - 7.5. Any set-up and cleaning will take place within **the agreed times of hire**.
 - 7.6. If the museum believes that additional cleaning is necessary, the associated costs will be borne by the client.

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