

General Terms and Conditions on Space Rental

May 2019

1. Only these general terms and conditions apply to all agreements with the Stichting Amstelland Bibliotheken ("the Foundation") concerning the use or shared use of (space in) its branches.
2. All agreements will be deemed to have been concluded with the Foundation, not with a person affiliated with the Foundation.
3. The space will be deemed to be suitable for the use intended by the lessee/user. The lessee/user of the space always has the right to visit and inspect the space in advance. If this results in the finding that the use of the space is unsuitable, the lessee/user can freely annul the agreement within one day after the visit/inspection. Any usage limitations determined after the visit/inspection will be borne by the lessee/user.
4. The lessee/user must arrange any necessary permits, exemptions and/or permissions needed for the use himself. This includes all notifications demanded by the government concerning the use of the space. The rejection or revocation of a permit, exemption, or permission will not be considered a failure, unless this rejection or revocation is the result of an act or omission of the Foundation.
5. The lessee/user may not cause any nuisance or obstructions during the use of the building or building complex of which the rented space is part. The lessee/user will ensure that this also applies to any third parties present in the space for reasons attributable to him.
6. The agreement ends after prior written notice by either party with due observance of a notice period of 1 month.
7. The Foundation reserves the right to index the rent annually.
8. Without the prior written permission of the Foundation, the lessee/user may not fully or partially let, sublet, or provide the space to third parties.
9. The lessee/user is liable vis-à-vis the Foundation for all damage to the space or other properties of the Foundation, unless he demonstrates that the damage is not attributable to him or any persons for whom he is responsible. He indemnifies the Foundation for fines imposed on the Foundation due to his acts or omissions.
10. If an event related to the rental or usage agreement leads to any liability of the Foundation and/or persons (previously) affiliated with the Foundation, this liability will be limited to the amount paid by the liability insurance of the Foundation in this case.
11. The same applies if the Foundation and/or persons (previously) affiliated with the Foundation are liable for damage to persons or properties as a result of an event which is completely unrelated to a rental or usage agreement concluded with the Foundation.
12. If no payment under a liability insurance can be claimed on whatever grounds, the liability of the Foundation and/or persons (previously) affiliated with the Foundation will always be limited to an amount of € 5,000.
13. Any claim of the lessee/user for compensation will expire one year after the date on which he learned or could reasonable have learned about the damage and the corresponding liability of the Foundation and/or persons (previously) affiliated with the Foundation.
14. These general terms and conditions can be invoked by both the Foundation and persons (previously) affiliated with the Foundation.
15. The legal relationship between the Foundation and its contract parties is exclusively governed by the laws of the Netherlands. The District Court in Amsterdam will always be jointly authorised to hear any dispute between the Foundation and a contract party in first instance.

16. In case of non-recurring rental, the Foundation observes the following cancellation conditions:
- a) The lessee will not owe any rent in case of cancellation up to 12 weeks before the rental date.
 - a) The lessee will owe 80% of the rent in case of cancellation up to 4 weeks before the rental date.
 - c) The full rent must be paid after this period.