

General terms and conditions for lease - Erasmus University Rotterdam (version April 2019)

These general terms & conditions apply to all room rentals at the Erasmus University Rotterdam. In case further terms & conditions apply, this will be stated in the article in question. For queries, please contact your contact person at Conference & Event Services.

1. The periods available for rental:
Parts of the day
Morning 08.30 - 13.00 hours (1 part)
Afternoon 13.00 - 18.00 hours (1 part)
Whole day 08.30 - 18.00 hours (2 parts) or 08.30 - 22.30 hours (3 parts)
Evening 18.00 - 22.30 hours (1 part)
Periods of time differing from those stated above may be adapted after the consent of the lessor and will be invoiced per halfday.
2. Included in the leasing fees, except for the extra charge(s) stated in the lease agreement, are the costs of ordinary lighting, heating and cleaning of the rooms, as well as the standard staffing levels and the standard line up according to the facilities listing. Only those areas described in the lease agreement are the areas leased. The lessee (and those associated with him) is not entitled to enter areas other than those leased, being those stated in this agreement, except for areas which have been designated by the lessor as being open to everyone.
3. All additional costs incurred on behalf of an event at the request of the lessee will be charged to the lessee.
4. The technical equipment provided by the lessor may only be operated by or under the supervision of the personnel of the lessor or by a company specializing in audiovisual equipment, to be designated in consultation with the lessor. The lessor cannot be held liable for the consequences of technical failure. Unless the lessor has given written permission in advance, the lessee is not allowed to use sound amplifying equipment other than that provided in the rooms which have been leased. For more information, please contact Conference & Event Services <https://www.eur.nl/en/campus/rooms/contact>
5. Any temporary extra telephone and electricity connections must be installed and removed by technicians appointed by the lessor. The costs arising hereby will be charged to the lessee.
6. No food or drink may be brought in or consumed in the building in areas other than those so designated by the lessor. The lessee may not sell food or drink or provide free food or drink, unless this has been agreed in writing.
7. The catering for receptions, parties, festivities, lunches and dinners et cetera may only be provided by a catering company selected by the lessor. Should you wish to use your preferred catering company, you may do so only after the lessor's written consent, depending on the location you are using. In the latter case, please also read the terms & conditions for lease <https://www.eur.nl/en/campus/rooms/catering> (available in Dutch only)
8. Sub-letting is not allowed, unless express provision for this has been set down in the lease agreement.
9. The lessee must comply with municipal ordinances and the statutory regulations of the authorities, as well as the rules for orderliness set down by the Erasmus University Rotterdam and the orders specified by the lessor. Officials authorised by the lessor may at all times enter the leased area(s) in order to carry out their duties.

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10. The lessee is not allowed to alter in any way or add to the area(s) which has been leased or to change the furnishings thereof, without the express written permission of the lessor. The lessee is liable for any costs incurred to return those areas leased to their original state after the expiration of the period of hire. It is forbidden to stick, cut, drill, nail or break anything to, in or from the furniture, floors, walls, columns or any such. The lessee must consult the lessor before any written notices of any nature whatsoever are put up.
11. The lessee must send to the lessor a program and a written statement of the nature of all that will take place in the leased area(s) at the latest four weeks before the period of lease specified in the agreement. This program or this written statement must be approved by the lessor and will be incorporated in the lease agreement upon approval.
12. If it appears that the meeting in the leased area is being held by a person or organisation other than the contracting party or that its program is different to that which was announced, or could be expected considering the person of the contracting party and the lessor would not have leased out the area to the contracting party had he been aware hereof, the lessor has the right to deny the lessee the use of the leased area (if so desired even after the commencement of the use of the leased area), whereby the lessee's obligation to pay the leasing fee is cancelled or, in proportion to the period of time that use was denied, is reduced – to state further requirements for use or for continuation of use, which will be in accordance with requirements stated by the lessor in similar cases.
13. In the case of disturbances of the peace in the leased area(s) (also understood hereunder statements and other activities which may reasonably be presumed to incite any form of discrimination) the lessee is in default and the lessor has the right to terminate the agreement unilaterally with immediate effect without judicial intervention.
14. The lessor reserves the right to remove any objects exhibited by the lessee which may reasonably be presumed to incite discrimination against certain people.
15. The placing of advertisements at, on, around and in the building may only take place after agreement with and the written approval of the lessor.
16. The furnishing of the leased area(s) fully comply with the regulations set down by the Rotterdam fire brigade.
17. The lessee is liable for all damage to the building and/or inventory inflicted by the lessee or persons given access to the building by the lessee.
18. The lessee must ensure that no inflammable or explosive substances, gases and dangerous goods, malodorous substances, or radio-active sources, are present during the period of lease, unless the lessor has given permission in writing for such in advance.
19. The lessor is not liable for the theft, loss or damage to goods brought in belonging to the lessee, or to third parties associated with the lessee. The lessee will indemnify the lessor against any claims from these third parties with respect to those goods. The lessee must remove his goods from the building immediately on the expiration of this agreement.
20. The lessee will indemnify the lessor against claims by third parties who have suffered damage as a result of the failure to perform, or failure to perform on time, by the lessor of any term set down in the agreement.

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21. In the case of cancellation by the lessee, or by the lessor where the lessee may be held accountable for the cancellation, at least 50% of the room hire and 100% of expenses which have already been incurred will be charged. If the cancellation takes place less than 31 days before the commencement of the period of lease, the lessee will be liable for 75% of the leasing fee. If the cancellation takes place less than 16 days before the commencement of the period of lease, the lessee will be liable for the total leasing fee.
22. In the cases as intended in articles 12, 13, and 14, in the case of the lessee's bankruptcy or seizure of his assets and in the case that the lessee fails to fulfil his obligations as set down in this agreement in time, the lessor has the right, without any notice of default, to terminate the agreement unilaterally with immediate effect and to keep payments which have already been made by the lessee, without prejudice to his right to claim further damages if he considers such terms to exist. The damage comprises in every case the leasing fee, or a part thereof in accordance with the percentages and periods of time laid down in article 21, and furthermore costs which have already been incurred.
23. If the lessor is unable through no fault of his own to place the area leased at the disposal of the lessee and against expectations is not able to offer similar performance as an alternative, then this contract will be rescinded by law and the lessor may not be held liable for any possible damage resulting therefrom.
24. Payment should take place within 30 days of the date on the invoice, unless otherwise agreed in writing. The lessor has the right to require the whole or a part of the agreed leasing fee to be paid in advance and to be held on deposit. This deposit will be deducted from the amount due from the lessee at the expiration of the period of lease.
25. If any period for payment is exceeded, the lessor has the right to charge the statutory interest (article 6:119 Civil Code). Extra-judicial collection charges incurred by the lessor will be charged to the lessee. Such costs will be considered to amount to at least 25% of the sum due from the lessee, with a minimum of € 125,-.
26. The lessee has no right to compensation for any claim which is due to him on account of this agreement, without written permission from the lessor.
27. In case one or more of the Erasmus Expo & Conference Centre's Expo Halls ('MB Halls') are used, the exhibition regulations apply. These regulations may be obtained from the lessor.

This text is a translation of an original Dutch text. In the case of any discrepancies, the original text in the Dutch language will prevail. The applicable law is the law of The Netherlands.