

General rental conditions for rent & catering (business) meeting and presentations at Hortus Botanicus Amsterdam

1. Options, Reservation & Rent

1.1 An option (pre-reservation) for one or several venues at the Hortus Botanicus Amsterdam is free of charge and can be held up to a maximum of two weeks upon receiving the first quotation. After this period, if no further contact or definite reservation has been made, the Hortus Botanicus has the right to cancel the option one-sided.

1.2 The Hortus Botanicus Amsterdam rents to the renter the in the agreement mentioned venue(s) for the in the agreement described purpose and makes it available at the agreed upon date. The renter agrees to utilize payment for the mentioned venue(s) at the agreed upon date by signing the rental agreement. Until the Hortus Botanicus Amsterdam is in the possession of an accepted and signed estimate containing a mention of a first instalment no claim can be made to the selected venue(s) and date.

1.3 The rent only concerns the in the agreement / quotation described venue(s). The renter is supposed to maintain both the starting time and the ending time mentioned in the agreement. Time that is needed for the build-up, decoration or the testing of equipment, will commence at the exact time that the venue has been rented.

1.4 De rented venues at the Hortus can only be used for the non-public events. It is not allowed to exploit the venues by asking entrance fees or selling food or beverages etc.

1.5 The Hortus has the right to cancel or refuse any venue, even after agreement is signed, if they feel the event or organisation is in conflict with the mission of the Hortus.

2. Cancellation of rent of venue / agreement

2.1 An agreement can exclusively be cancelled by a written cancellation, per email at zaalverhuur@dehortus.nl. The renter who cancelled the agreement for any reason mentioned, will be owed a financial compensation in accordance with the following;

2.1.1 When cancelled 1 month before the agreed upon date, the guest will be required to submit 10% payment of the rent price of the venue(s).

2.1.2 When cancelled less than 1 month and more than 7 days before the agreed upon date, the guest will be required to submit 50% of payment for the total reservation value of the agreement.

2.1.3 When cancelled less than 7 days before the agreed upon date, the guest will be required to submit full (100%) payment of the total reservation value.

2.1.4 In case of a no show (not using the services determined in the rental agreement without a written cancellation), the guest will be required to submit full (100%) payment of the total reservation value.

3. Initial deposit and payment

3.1 The Hortus Botanicus Amsterdam holds the right to ask a pre-payment for its services, consisting of the full rental value and a prep-payment of the estimated catering services, to be paid at least 14 days before the agreed upon date.

3.2 The final invoice on the total rental value and costs for catering services and other facility services, which the renter is obliged to pay, will be sent within after the date of event and is to be paid within 14 days after date of invoice.

3.3 All estimated prices are based upon the complete quotation. In the case of considerable changes to the program the Hortus Botanicus Amsterdam reserves the right to change rates on a financial basis.

3.4 The rates that are mentioned in the quotation are valid until 31 December of that calendar year. After that period, rates and VAT percentages are submitted to change.

4. Use of venue(s)

4.1 The renter is required to follow directions from employees of the Hortus Botanicus Amsterdam with regard to the usage of the venue(s).

4.2 The renter is required to follow the by the Hortus Botanicus Amsterdam set maximum allowed number of guests per rented venue. These numbers can be found under article 9.

4.3 For each separate venues on the premises of the Hortus Botanicus Amsterdam, there are different and unique terms of use. These terms can be found stated per venue in article 9 and are an inclusive part of this general agreement.

Damage

4.4 Within the rented venue(s) nothing can be attached (in any sort of way) or covered, without having consulted the Hortus Botanicus Amsterdam for permission.

4.5 Nothing can be attached to the (plant) collection of the Hortus Botanicus Amsterdam nor to other items from the Hortus Botanicus Amsterdam such as but not exclusive to pots, containers, signs and borders.

4.6 It is not allowed to replace plants or items owned by the Hortus Botanicus Amsterdam. These can only be moved by staff of the Hortus Botanicus Amsterdam.

4.7 The renter is required to see to it that no damage is done to the building(s) and garden, and to the plants, objects and artifacts present in the building(s). The renter is supposed to leave the venue(s) in the same condition as it was encountered. The renter sees to it that the by the renter hired third parties behave according to these regulations.

4.8 The renter is also held to take any reasonable measures and precautions necessary to prevent damages as specified under 4. Taking such measurements does not exclude the renter from his obligation to financially compensate any damages that occur to the Hortus Botanicus Amsterdam.

4.9 The Hortus Botanicus Amsterdam reserves the right bill the renter all repairs necessary to established damage to walls, floors a.s. in the rented venue(s), if the damage indeed originated during the usage of the concerned venue(s) or if the renter was directly involved.

Fire and safety

4.10 The renter sees to it that no flammable or explosive substances, gasses, dangerous objects, stench scattering substances as well as radioactive sources are present in the venue(s) during the period of rent.

4.11 It is not allowed to scatter rice or confetti or light fireworks within the buildings, in the garden or in front of the entrance of the Hortus Botanicus Amsterdam. The renter is accountable and sees to it that this does not occur. Should an employee of the Hortus discover any violation, a fine of € 150,- will be added to the bill, and if deemed necessary any related cleaning costs are brought into account of the renter.

- 4.12 Smoking and open fire are forbidden in all buildings of the Hortus Botanicus Amsterdam.
- 4.13 Three weeks before the event, and if the Hortus Botanicus Amsterdam finds it desirable, the renter is required to supply a detailed floor plan of the event and submit it to the Hortus Botanicus Amsterdam and the fire service. If conditions are draught according to fire regulations, these measurements will be brought fully into account of the renter.
- 4.14 Staff presented by the Hortus Botanicus Amsterdam is responsible for the safety and general care of the premises. These staff members are at all times competent to correct or, if necessary, to remove the renter and/or members of his or her company from the premises.

5. Music and noise

- 5.1 Before and during an event, certain measures are required to be taken which the Hortus Botanicus Amsterdam find necessary in regards to the noise volume in the various venues. A noise level of more than 80 decibel is not allowed.
- 5.2 Amplified music is only allowed after written confirmation by the Hortus Botanicus Amsterdam and only for the described part of the program.
- 5.3 Windows and outside doors are supposed to be locked when sound amplification equipment is being used. After 22.00 hrs outside doors of the Palmenkas and the Hortuscafe need to be closed. Walking in and out is allowed.
- 5.4 Music, in any form, is only allowed indoors.
- 5.5 The renter is required to see to it that within the gates of the hortus Botanicus Amsterdam, and when entering or leaving the premises, no inconvenience or an trouble is caused to the surrounding neighbours. At 01:00 hrs, the last guest is required to have the premises.
- 5.6 Immediately after the ending of a gathering or event, the rented venues are required to be cleared out within the agreed upon renting period. This also includes the removal of all the material that the renter has used, like boxes, information forms etc.
- 5.7 The renter is responsible for the necessary agreements and payments regarding music rights to Buma/stemra and or any similar organisation, and with this the Hortus Botanicus Amsterdam cannot not be held accountable for any music registration rights taken place during the event.

6. Catering

- 6.1 In the Palm greenhouse only one of the therefor selected caterers by the Hortus Botanicus Amsterdam can be booked for catering in the mentioned greenhouse.
- 6.2 Should the renter want to make use of another caterer than of those selected by the Hortus Botanicus Amsterdam (not possible for the Palm greenhouse), then this caterer should be introduced to and agreed upon by the Hortus Botanicus Amsterdam prior to the event.
- 6.3. Should the renter make use of another caterer than one of the selected caterers, a caterfee of € 242,- is required to be paid to the Hortus Botanicus Amsterdam. This caterer needs to visit the premises no later than 3 weeks for the event to get familiar with the location and its terms of use.
- 6.4 The amount of guests that was stated by the renter in the agreement is binding. A decrease of 5% maximum of the amount of guests until 72 hours beforehand is costless. This should be mention in writing within the mentioned time period. After 72 hours before the event no change in the number in possible and the Hortus will invoice based on the first mentioned number of guests. When it appears that the Hortus Botanicus Amsterdam has to account for

more guests than agreed upon, the Hortus is authorized to decline the service to more guests than agreed upon or to accept the service and make any necessary adjustments to the financial invoice, should more costs have been made.

6.5 The renter is prohibited to take along and sell or freely distribute consumptions at the Hortus Botanicus Amsterdam during the event, and also to purchase these from any other caterer than the Hortus itself, with the exception of wine and champagne against the conditions as mentioned in 6.6

6.6 It is allowed to take wine or champagne bottles by your own choice, should they not be available in the selection of the Hortus Botanicus Amsterdam. The Hortus will then be billing a cork fee of €17,50 per bottle of wine and € 25,- per bottle of champagne.

6.7 It is not allowed to rent any of the venues at the Hortus Botanicus Amsterdam without purchasing consumptions.

7. Technical facilities

7.1 Some venues at the Hortus Botanicus Amsterdam are equipped with audio and video installations. In the venues that are not equipped, the possibilities for installing external audio/video equipment are limited.

7.2 When the renter wishes to use the audio, video or other technical facilities of Hortus Botanicus Amsterdam, this has to be written down in the rental agreement.

7.3 Changes in the use of audio, video or other technical facilities have to be notified to the Hortus Botanicus Amsterdam no later than 10 days before the event, as changes in the invoice might be necessary.

7.4 Usage of accompanying equipment of or by the renter can only be realized after deliberation with the Hortus Botanicus Amsterdam. The renter is fully responsible for the installation of his or her equipment. The Hortus Botanicus Amsterdam can desire to have an own technician present for handling equipment during the renting period. Personnel costs are for the renting party.

8. general

8.1 In every form of publicity surrounding a gathering or event, the renter is required to make it very clear that the meeting for which the renter has rented a venue at the Hortus Botanicus Amsterdam, goes out from the renting party. The Hortus Botanicus Amsterdam can only be mentioned as the location of the meeting.

8.2 The Hortus Botanicus Amsterdam is not responsible and cannot be held accountable for any damage to, missing or theft of present luggage, coats and/or other objects in the cloakroom or other spaces in the building.

8.3 The Hortus Botanicus Amsterdam cannot be held responsible for objects of the renting- or any other third party and will not burden herself with the protecting or securing of it. The Hortus Botanicus Amsterdam reserves the right to remove abandoned objects, without being accountable for the loss of- or the damage to such objects.

8.4 Costs for extra security concerning the reception of special guests (for example: members of the Royal Family, government officials, VIP's etc.) and/or expected rallies/demonstrations connected to the gathering, as well as exceeding the maximum allowed amount of guests in a venue, will be brought into account of the renter.

8.5 The rent includes general cleaning services. In case of excessive pollution of the Hortus Botanicus Amsterdam, any costs regarding extra cleaning services will be invoiced to the renter.

8.6 The renter is required to tolerate any urgent and necessary repairs in or to the venue(s), regardless of its current status (hired or not hired). The Hortus Botanicus Amsterdam will take the renter's wishes into the utmost account when executing these activities.

8.7 Disputes about the completion of the rental agreement and the general conditions that are, as long as they are applicable, an inseparable part of it, will be served exclusively to the appointed judge in Amsterdam.

9. terms of use specified per venue

9.1 Palm greenhouse

9.1.1 The palm greenhouse is located on the premises of the Hortus Botanicus Amsterdam. At the moment of signing the agreement, the renter is familiar with the location and looks of the venue. The palm greenhouse is owned by the Hortus Botanicus Amsterdam and its main function is housing part of the plant collection of the Hortus.

9.1.2 The rented palm greenhouse can only be used for (business) meetings, presentations, dinners, (wedding) ceremonies and small receptions.

9.1.3 Within the rental agreement subjecting the Palm greenhouse, the Hortus Botanicus Amsterdam can allow the use of the central area of the greenhouse as well as the outdoor area in front of the greenhouse. In these areas it is not allowed to hold the main part of the event, nor is it allowed to appoint and/or furnish the area for the dinner, ceremony or presentation.

9.1.4 In the entire Palm greenhouse the maximum number of persons allowed is 120.

9.1.5 The Palm greenhouse is only available for rent between May 15 and September 15, and only from 16.00 hours to 22.00 hours. The build up and preparations of the event in the left wing of the palm greenhouse can not start earlier than 15.00 hours. In the central area and the outdoor area, preparations can take place no earlier than 17.00 hours.

9.1.6 In the Palm greenhouse, no open fire, ovens, stoves or other cooking devices are allowed. Only by the Hortus Botanicus Amsterdam selected caterers are allowed to place necessary cooking devices in or around the palm greenhouse.

9.1.7 It is not allowed to play music by a dj or a band playing on amplified instruments. Acoustic music is allowed, but only with the doors closed. Amplified speaker (microphone) equipment is allowed, when the doors are closed during use.

9.1.8 When renting the palm greenhouse, the renter and his/her company are allowed to use the nearby toilets.

9.1.9 For the palm greenhouse all above mentioned articles of the General rental conditions agreement apply, unless specified differently under article 9.1.

9.2 Laranjazaal

9.2.1 The Laranjazaal is the topfloor room of the Orangery of the Hortus Botanicus Amsterdam. At the moment of signing the agreement, the renter is familiar with the location and looks of the venue.

9.2.2 The rented Laranjazaal can only be used for meetings, presentations, workshops, lunches, dinners, (wedding) ceremonies, and small receptions.

9.2.3 In the Laranjazaal the maximum number of people allowed is 60. In combination with the Orangery the total number of guests cannot exceed 125.

9.2.4 The Laranjazaal is available for rent for the entire year between 9.00am and 1.00 am every day. The day is divided in 3 time slots, being; 9.00 - 13.00 hours, 13.00 – 17.00 hours , and 17.00 - 01.00 hours, each to be booked separately.

9.2.5 When renting the Laranjazaal, the renter and his/her company are allowed to use the downstairs toilets.

9.2.6 For the Laranjazaal all above mentioned articles of the General rental conditions agreement apply, unless specified differently under article 9.2.

9.3 The Hortuscafé

9.3.1 The Hortuscafé is the downstairs area of the Orangery of the Hortus Botanicus Amsterdam. At the moment of signing the agreement, the renter is familiar with the location and looks of the venue.

9.3.2 The rented Hortuscafé can only be used for meetings, presentations, workshops, dinners, (wedding) ceremonies, and receptions.

9.3.3 In the Hortuscafé the maximum number of people allowed is 80. in combination with the upstairs Laranjazaal the maximum numbers of people allowed is 125.

9.3.4 The Hortuscafe is available for rent for the entire year between 5.00 pm and 01.00am daily.

9.3.5 Bij huur van het Hortuscafe is het toegestaan de bijbehorende en op de begane grond gelegen toiletfaciliteiten te gebruiken.

9.3.6 When renting the Hortuscafe, the renter and his/her company are allowed to use the downstairs toilets.

9.3.7 For the Hortuscafe all above mentioned articles of the General rental conditions agreement apply, unless specified differently under article 9.3.

9.4 The Glasroom (Kaslokaal)

9.4.1 The Kaslokaal is located on the premises of the Hortus Botanicus Amsterdam. At the moment of signing the agreement, the renter is familiar with the location and looks of the venue. The Kaslokaal is owned by the Hortus Botanicus Amsterdam and its main function is to house part of the plant collection of the Hortus and be the location for all educational activities of the Hortus.

9.4.2 The rented Kaslokaal can only be used for meetings, presentations, workshops, and small gatherings.

9.4.3 The permanent exhibition on the right side of the room remains untouched during events in the Kaslokaal.

9.4.4 In the Kaslokaal a maximum number of people of 60 is allowed, extra restricted by the sort of event that is being hold;

seated theater 60 persons

seated at tables 30 persons

standing reception 45 persons

9.4.5 The Kaslokaal is available for rent between October 1 and April 1 and only from 17.00 hours untill 22.00 hours. The build up and preparations of the event in the Kaslokaal cannot start earlier than 316.00 hours.

9.4.6 When renting the Kaslokaal, the renter and his/her company are allowed to use the nearby toilets.

9.4.7 For the Kaslokaal all above mentioned articles of the General rental conditions agreement apply, unless specified differently under article 9.4.

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