



OUT AND ABOUT

LOCATION AGENCY

TERMS AND CONDITIONS OUT AND ABOUT locations (OUT & ABOUT)

1. All terms and conditions issued by OUT & ABOUT and agreements entered into with regard to the letting of all locations it leases (the **Locations**) are subject to these general terms and conditions. Deviations must be expressly agreed upon in writing. General (purchase) conditions of the customer do not apply to the legal relationship between the customer and OUT & ABOUT.

2. An option placed is valid for a period of 7 (seven) days, unless expressly agreed otherwise in writing. Such options will expire automatically thereafter.

3. Offers are converted into a reservation after the offer has been approved by email or a quotation has been signed online for approval.

4. Payment of the invoices of OUT & ABOUT must take place within 14 (fourteen) days of the invoice date, and there shall be no right to a discount, set-off or suspension. OUT & ABOUT may, in special cases, require a deposit or down payment from the customer. Payments are always deducted from the costs, interest and then the oldest invoice. If payment of an invoice has not taken place within 14 (fourteen) days of the invoice date, OUT & ABOUT shall be entitled to charge the customer statutory interest plus an additional 2% (two per cent) on the total amount of the invoice calculated from the invoice date. OUT & ABOUT is also entitled to claim all collection costs caused by non-payment, both judicial and extrajudicial, without notice of default being required, with a minimum of 15% (fifteen per cent) of the amount to be claimed.

5. The following cancellation conditions apply to all Locations:

- cancellation less than 14 (fourteen) days before the rental date:

the customer owes 100% of the rent including other agreed; and

- cancellation up to 14 (fourteen) days before the rental date:

the customer owes 50% (fifty per cent) of the rent including other agreed.

The above also applies in case of force majeure on the part of the customer.

6. OUT & ABOUT does not accept any liability for the location not being available on the agreed date in case of force majeure. OUT & ABOUT can also not be held responsible for the failure of technical equipment or installations during the booking, power failure or the loss of water supply. Under no circumstances can OUT & ABOUT be held liable for an amount higher than its own fee for the rental of the Location, up to a maximum of EUR 500.

7. The customer may only use the rented Location for the purpose for which the agreement with OUT & ABOUT has been entered into. The customer is responsible for all persons who are on behalf of the customer at and around the Location. The customer is liable for all damage caused by these persons.

The customer shall ensure that local residents, other tenants and users in the Location and neighboring buildings will not experience any nuisance from the customer's activities.

8. The customer guarantees that the activities to be held in the Location will in no way be abusive or contrary to the law or good morals, all this in the opinion of OUT & ABOUT. In the event of violation of this clause, OUT & ABOUT is entitled to terminate the agreement with immediate effect and the agreed rental sum becomes immediately due and payable.

9. If the customer has caused damage in or to the Location and associated buildings, then this must be fully reimbursed by the customer at all times. OUT & ABOUT will have the damage recorded at the Location and will send the customer a damage report within 24 hours after the booking. OUT & ABOUT reserves the right to impose requirements regarding the liability insurance of the customer.

10. The customer is fully responsible, and must take care in a timely manner, to obtain permits to the extent that these are required for the meeting in accordance with legal requirements.

11. Without prior written consent, the customer is not permitted to install any facilities, temporary extra connections etc. in a Location, including striking nails in walls, floor or woodwork, hanging on the building of lights, etc., everything in the broadest sense of the word. Operating technical equipment of the rented property only takes place in consultation with OUT & ABOUT and is entirely at the customer's own risk.

12. OUT & ABOUT and Location owners are not liable for the possessions of third parties who are at Location and are in no way liable for damage or injury to persons and property, unless there is gross negligence or willful intent.