



The services of The Playing Circle (hereinafter TPC) aims to facilitate business meetings, brainstorm sessions, workshops and presentations (the services) as completely as possible. As every other service provider, we would like you to familiarize with our short list of terms and conditions.

THE SERVICES CONSIST OF THREE PRODUCT GROUPS:

1. Facilitating accommodation for business meetings and events.
2. Organizational services: Providing, among other, catering and technical support and/or the use of (contracted) specialists.
3. Substantial services: The use of specialists for presentation, guidance, inspiration and/or training at the meeting on behalf of the client.

1. Application

1.1 These general conditions apply to any offer, tender, assignment or agreement concerning TPC services or the rental of locations and materials.

2. Definitions

2.1 *Client*: The person or company that awards the contract or a third party that awards the contract. *Assignment*: The written agreement to provide the services as described in the product groups mentioned above. *Accommodation*: Space made available by TPC, or space provided by TPC .

3. Tender validity and interim changes

3.1 Tenders are valid for 7 days. TPC always has the ability to amend or repeal tenders and/or amend or repeal the offered meeting space(s). This can only be communicated in writing.

3.2 If, during the execution of a contract, the facts or the actual needs of the client are very different from the original assumptions and/or wishes, both parties can change the agreement in mutual consultation on relevant matters.

4. Third Parties

TPC will only involve or enable third parties such as facilitators, specialists, technical staff and others if ordered and approved by the client.

5. Liability

5.1 TPC is not liable for theft, accidents or damage, in and around the property. The client is responsible for all damages to property and/or equipment and hardware present at the location caused by participants.

5.2 Although TPC will execute the assignment to its best effort and ability, TPC is in no way responsible for the results, advices or opinions by third parties and TPC does not guarantee the results of brainstorming sessions and advices and/or insights will be satisfactory. TPC is not responsible for the substantive progress of the meeting and/or presentations.

5.3 If TPC were to be responsible for any damage whatsoever against the client, it then is limited to the invoice value of the agreed services. Should the invoice value be higher than the liability, which is limited to the amount under the statutory liability insurance of TPC, the covered insurance costs will be paid.

5.4 The client shall indemnify TPC for all third party claims concerning damage in which the client is responsible for.

5.5 If TPC only acts as a mediator, it cannot be held responsible for damage by third parties. TPC will mediate if necessary.

5.6 Any changes made will be returned to its original state.

6. Payment and deposit

6.1 For bookings made from abroad or for bookings above a certain value TPC requires a 75% deposit, which the client will receive a pro-forma invoice for. Pro-forma invoices should be paid within 7 days after receipt. In case of free cancellation (see cancellation policy further down this document) the 75% deposit will be refundable. The remaining 25% and any incidental costs will be invoiced after the event has taken place.

6.2 The client will receive an invoice the week after the event has taken place. Payment of invoices should be paid within 14 days after the invoice date without deduction of rebates or settlement. Exceeding this period TPC is entitled to charge interest.

6.3 Comments or complaints about invoices and expense claims must be made within 10 days in writing, and will not suspend the payment obligation.

6.4 If TPC is forced to turn to debt collection, the collection costs will be charged to the client.



7. Intellectual property

7.1 Models, music, audiovisual works, tools and techniques including software used for the execution of the assignment shall remain the property of TPC or its licensors unless otherwise agreed between the parties.

8. Confidentiality

8.1 TPC is, both during and after termination of her services, bound to secrecy to everyone with respect to any information or particulars, which have come to TPC through the brainstorming session, the product or about the business of the client. In no case shall TPC disclose documents, reports or presentations of the client to third parties. From the nature of its business TPC is convinced of the importance of the above confidential conduct.

8.2 TPC is entitled to mention the client and use the logo and company name of the client as a reference on the TPC website and/or in other promotional materials developed by TPC, unless the client objects in writing.

9. Applicable law and jurisdiction

9.1 Dutch law will be applied to all agreements with TPC. All disputes related to this agreement or any further agreements resulting from the initial agreement, will be addressed solely by the competent court in Amsterdam, before any other court.

SPECIFIC PROVISIONS RELATED TO BOOKINGS

Without prejudice to the applicability of the foregoing provisions, the following specific provisions apply to bookings for the services of TPC. These conditions also apply to internal clients and suppliers of TPC, which substantially use the accommodation.

1. Placing an option

Clients can place an option on the use of venues and services of TPC. The option remains valid up to 7 days after the date of the quotation if not stated differently. After 7 days the option will automatically expire.

2. Confirming a booking / reservation

An option is converted into a final reservation when the client confirms by means of a signed proposal. The contracted number of guests are binding, but can be reduced free of charge with a maximum of 15% until the Wednesday in the week prior to the event date. Any extra reduction is subject to the Cancellation Policy (see clause 4). Please note that policies of third-party suppliers can be different from TPC's policy.

3. Final number of guests and other details

Details of the booking should be definite no later than Wednesday in the week prior to the event. Changes are only valid when communicated in writing. The final numbers of guests (and affiliated revenue, such as catering orders and furniture) can be reduced with a maximum of 15%. Any extra reduction is subject to the Cancellation Policy (see clause 4). *Example: with a contracted number of 40 guests, Client can reduce to 34 guests free of charge.* Please note that policies of third-party suppliers can be different from TPC's policy.

4. Cancellation

For cancelling a reservation, or part of a reservation, the following conditions apply. Please note that cancellation policies of third-party suppliers can be different from TPC's policy. Any third-party cancellation fees will be charged in full to the final invoice of the client.

- a. Cancellations up to 8 weeks before the booked date are free of charge.
- b. Cancellations less than 8 weeks and more than 4 week before the booked date, 20% of the latest quoted amount will be charged.
- c. Cancellations less than 4 weeks and more than 2 weeks before the booked date, 60% of the latest quoted amount will be charged.
- d. Cancellations within 2 weeks before the booked date, 100% of the latest quoted amount will be charged.

Cancellation shall be communicated in writing. In case of a refundable down-payment, TPC will refund the paid amount.. If the client arrives late or departs early there will be no refund.

5. Miscellaneous

Bringing and / or consuming your own food or drinks is not allowed. Smoking and vaping are prohibited at TPC's venues.

6. Newsletter

When a booking is made, the email address with which the booking is confirmed will be added to our mailing list. The newsletters sent will only contain (information on) products and/or services by TPC, or in collaboration with TPC. The newsletter is sent no more than six times per annum. You always have the option to unsubscribe - this can be done via the link below every newsletter or by requesting to be taken off the mailing list via info@theplayingcircle.com.