

General conditions for the booking of accommodation at Sportcentrum Olympos

Article 1: Definitions

Booking conditions:

The general conditions for the booking of accommodation at Sportcentrum Olympos.

Lessor:

The Utrecht Student Sports Foundation Mesa Cosa (hereafter: USS Mesa Cosa).

Lessee:

When the accommodation is booked by an organisation with a legal status: the organisation named in the booking confirmation. When the accommodation is booked by users who do not constitute an organisation with a legal status: the person at whose request and in whose name the booking confirmation has been drawn up or the person who requested the booking on behalf of the lessee (see Art. 4, paragraph 2).

The director:

The director of USS Mesa Cosa.

Booked accommodation/facilities:

The (sports) accommodation or facilities as stated in the booking confirmation.

Booking confirmation:

The definitive confirmation of booking/invoice.

Article 2: Booking confirmation

The lessor shall inform the lessee by way of an e-mail confirming the booking of everything pertaining to the booked accommodation/facilities. In this e-mail, the lessor will include a web link to the 'General conditions for the booking of accommodation', which consequently become an integral part of the agreement.

Article 3: Agreement to the booking confirmation

Upon receipt of the booking confirmation (and the related booking conditions) sent by e-mail by the lessor, the lessee must immediately send back their agreement to this, by e-mail.

If the e-mail or letter stating their refusal to agree to the booking is not received on the first day of the booked period of the accommodation or facilities, the lessee, by the actual use of the accommodation or facilities, will be considered to have agreed with all stipulations in the booking conditions.

Article 4: Authorisation to agree to the booking confirmation

1. The lessor's internal instructions determine who will be authorised to agree to the booking confirmations on behalf of the lessor. Anyone agreeing to a booking confirmation on behalf of the lessor thereby declares to have been authorised by the lessor.
2. Anyone agreeing to a booking confirmation on behalf of the lessee thereby declares to have been authorised by the lessee. Should at any time the lessee deny such authorisation, the person who agreed to the booking confirmation will be personally liable and provide surety for the fulfilment of all of the lessee's obligations entered into by way of the booking confirmation and booking conditions.

Article 5: Address

For each lessee, the lessor will maintain just a single contact address. At this address, the lessee will receive all correspondence, invoices, etc. relating to the booking. The lessee must inform the lessor in writing of any changes of address by return of post.

Article 6: Payment

The lessee must pay the agreed booking rate by deposit or interbank transfer to Rabobank account number NL73RABO0394360001 in the name of USS Mesa Cosa in Utrecht within 14 days of receipt of the invoice (certainly no later than at the start of the actual use of the accommodation/facilities). Alternatively, payment can be made in cash at the Service Desk of Sportcentrum Olympos, without discount or set-off. In the event of an occasional booking, the lessor can give further instructions for the timely payment of the amount, for example payment in cash.

Article 7: Rate changes

The booking rates may be adjusted annually by an amount or percentage to be decided upon by USS Mesa Cosa. These rate changes shall be included in the booking confirmation and booking conditions.

Article 8: Use of facilities

1. The changing rooms and washing facilities are accessible from 15 minutes before the start of the booking period and should be vacated no later than 15 minutes after the end of this period.
2. The lessee shall install or place appropriately any materials and equipment belonging to the booked accommodation or facilities and clear these away after use, unless otherwise agreed. The construction and removal of material and equipment shall take place within the booked period. Any consequences to the booking rate arising from the use of extra facilities and/or materials shall be included in the booking confirmation.

Article 9: Refraining from the use of the booked accommodation and cancellation

1. If the lessee, during the agreed term of the booking refrains from making use of the booked accommodation, they must still pay the booking rates, with the exception of the days and times that the lessor may have closed the booked accommodation; see Article 10.1.
2. In case the accommodation is double booked, and the lessor is unable to offer alternative, comparable accommodation for the booked day(s) and timeslots, the lessee will no longer be held to pay for the booked accommodation.
3. In case the booked accommodation is double booked, and the lessor is able to offer alternative, comparable accommodation for the booked day(s) and timeslots, the lessee will not be entitled to a waiver of the payment obligation.
4. Any booked accommodation or facilities fall under the Cancellation Regulations. These regulations can be downloaded from the "Facilities and Rental Options" page at www.olympus.nl.
5. Early termination of the booking is not possible, unless the director has given permission under specific conditions.

Article 10: Denial of access to the booked accommodation or facilities

1. The director retains the right to deny the lessee access to the booked accommodation or facilities if he or she believes there to be urgent reasons for doing so. An example of an urgent reason is:
 - An important tournament or event.
 - Work being done on the booked accommodation and/or other parts of the accommodation of Sportcentrum Olympos.

The lessee shall be notified in good time of such an occasion and in so far as is possible replacement accommodation or time will be offered. If the lessee, based on the situation referred to in Article 10.1, is denied access to the booked accommodation and the lessor has not offered the lessee alternative, comparable accommodation for the day(s) and timeslot(s) initially booked, the lessee will no longer have to pay for the booked accommodation.

2. Furthermore, the director retains the right to deny the lessee access to the booked accommodation or facilities or refuse to rent these out in case of damage caused by the lessee in any of the lessor's various accommodations, which settlement has not been handled to the satisfaction of the lessor. If the lessee, based on the situation referred to in Article 10.2, is denied access to the booked accommodation, the lessee must still pay. The booking rate will be based on the payment obligations as laid down in the lessor's Cancellation Regulations. The lessee must also pay the lessor for the costs of repairing the damage.
3. Furthermore, the lessor retains the right, without further explanation, to deny access to or remove or have removed from the accommodation or the facilities any persons or groups of persons who,

in their opinion, pose (or may pose) a danger to the public order or good morals. These measures may also be applied to persons already in or about to join the lessee's employment, members and other visitors to the booked accommodation or facilities. These measures may also be applied to members, staff and/or guests of the lessee. If the lessee, based on the situation referred to in this article, is denied access to the booked accommodation, the lessee will no longer have to pay for the booked accommodation. If the lessee, based on the situation referred to in Article 10.3, is removed from the booked accommodation, the lessee must pay the full costs of the booked accommodation.

Article 11: Supervision

1. The lessee must provide sufficient supervision of the use of the booked accommodation and facilities by their members, staff and paying and non-paying visitors. The supervision should also be carried out in the changing and washing rooms of the booked accommodation, all other accessible ancillary rooms and in the stands and stairways accessible especially to the public. Any instructions by the lessor's employees on duty should be followed fully at all times.
2. The use of the booked accommodation and facilities is permitted only under the supervision of qualified staff.

Article 12: Liability

1. The lessor is not responsible for any accidents or the consequences of accidents in or at the booked accommodation, unless the accident was the result of a demonstrable defect of the booked accommodation. All damages that are not related to a demonstrable defect of the booked accommodation will be exempted from compensation by the lessor.
2. The lessor is not responsible for the damage to, exchange or getting lost of the properties of the lessee, their members, staff and/or guests.
3. With regard to both the buildings and anything the lessee or any third party has installed on or in the booked accommodation or facilities, the lessee indemnifies the lessor against all claims for damages by third parties, all this in so far as these claims arise from the activities undertaken by the lessee.

Article 13: Sublease and storage

Without the director's written permission the lessee is not permitted:

- a. To have third parties use the booked accommodation or facilities or sublease these;
- b. To install or store their own materials and/or equipment in the booked accommodation; should permission to do so be granted, the provisions of Article 12 still apply.

Article 14: Damage to the booked accommodation or facilities

1. The lessee is obliged to take every measure to prevent damage to the booked accommodation or facilities and to prevent nuisance being caused to other fellow users. In this respect, a number of rules of conduct should be observed; these involve a ban on:
 - Smoking and/or the consumption of beverages and food anywhere not designated for this purpose;
 - Walking on the sports floors with street footwear or footwear that does not meet the specific requirements of the floor in question;
 - Using equipment and materials without the required authorisation.

In the event of the lessee's disorderly use of the booked accommodation or facilities, the lessor is entitled to deny the lessee access to the booked accommodation or facilities without refunding the rate paid.

2. Upon the emergence or the observation of any defects or damage to the booked accommodation or facilities the lessee is obliged to notify the staff on duty or the director immediately. The lessee will be charged with the costs of repairing the damage as well as the lessor's loss of income following damage caused to the booked accommodation or facilities through fault of the lessee, their staff, members and/or visitors whether by negligence, neglect, insufficient supervision or otherwise, all this to be assessed by the lessor.
3. After use, the lessee shall ensure that the accommodation (sports hall(s), changing room(s) etc.) be left in a clean and tidy condition. If required, the lessee will be charged with cleaning costs.

Article 15: Advertising material

Advertising material in, on or affixed to the booked accommodation or facilities may be applied only after the director has given this or her written permission. The director is entitled to attach further conditions to any such arrangement.

Article 16: Entrance fees

If the lessee wishes to charge an entrance fee during a competition, the director's written permission must be obtained in advance. Unless agreed otherwise, the lessee shall be responsible for the organisation and inspection of the ticket sales.

Article 17: Closing days Sportcentrum Olympos

Unless agreed otherwise in writing in advance, and without further specification in the booking confirmation, the Sportcentrum *Olympos* accommodations are closed on 25 December and 1 January.

Article 18: Unrestricted access to the booked accommodation or facilities

The lessor can designate persons who must be granted unrestricted access to the booked accommodation or facilities at all times.

Article 19: Failure to fulfil the obligations

1. In the event that the lessee fails to fulfil their obligations or fails to fulfil them in time or in full, and after the lessor, in writing, has demanded fulfilment within eight days, the lessee by allowing this period to elapse without responding will, without any formality being required, be considered in default upon which the lessor will be entitled to cancel the booking agreement, without prejudice to the lessee's obligation to compensate the lessor for costs, damages and interest. In addition, the lessor will be entitled to receive an interest payment of 1% per month of the amount by which the lessee is in arrears.
2. The lessee will then be obliged to vacate the booked accommodation or facilities on the lessor's first demand and to put these at the lessor's free disposal, all this without prejudice to the lessee's obligation to pay the rate due, any interest payment due and judicial and extrajudicial costs, which the lessor incurs in pursuit of enforcing or executing the provisions of the agreement, such to be assessed by the lessor.
3. The lessee undertakes to pay immediately all the payments in the context of this Article in accordance with the invoice drawn up by the lessor.

Article 20: Costs of the booking agreement

All the charges attached to the booking, the payment and the collection of the agreed rate and other reimbursements, costs, damages and interests, in whatever way these may arise from the booking agreement or its dissolution, as well as all other costs incurred by the lessor, such to be assessed by the lessor, in order to achieve the lessee's compliance with the booking conditions are payable by the lessee.

Article 21: Verbal agreements

The provisions of these general conditions equally apply to a verbal booking.

Article 22: Explanatory notes to the general conditions

1. These general conditions may be expanded. If so, this shall be stated in the booking confirmation.
2. In order to make use of the Olympos Sports Café outside of the regular opening hours, arrangements must be made with the manager of the Sports Café.
3. Without prejudice to the stipulations in this Article, the booking shall take place under the consistent and customary stipulations in so far as not provided otherwise and according to the civil law provisions.
4. Disputes regarding the interpretation of the booking, the booking confirmation and the booking conditions shall be decided by the bodies statutorily designated for that purpose.

Additional general conditions for the booking of accommodation

1. Instructions provided by the lessor's staff on duty shall be strictly adhered to.
2. Any property stored in the booked accommodation by or on behalf of the lessee, shall be insured

against fire, theft, molestation etc. by or on behalf of the lessee.

3. The parking of cars and other means of transport belonging to visitors shall be organised by the lessor, in accordance with their insight and conditions.
4. The lessee will be charged all the costs related to these additional booking conditions or any ensuing affairs, unless the lessor has expressly stated otherwise in writing.
5. If the lessor has sent the lessee an invoice for the booked accommodation and the lessee subsequently requests an adjustment to the booking, the lessee will be charged additional administration costs of €15 (including VAT).

Additional booking conditions for the booking of accommodation or facilities at Sportcentrum Olympos

1. When appropriate, these additional conditions regarding an event as well as any work programmes drawn up for the purpose of the event shall form part of the booking confirmation in addition to the general conditions for the booking of accommodation or facilities at Sportcentrum Olympos. This shall be included in the specific booking confirmation.
2. Construction and assembly for the purpose of organising the event shall take place during the booking period.
3. The lessee shall apply for and obtain any permits required to organise the event during the booking period, as described in the booking confirmation, prior to the booking.
4. The Police Commissioner and the Head of the Fire Brigade of the municipality of Utrecht shall be informed in good time of all plans for and organisation of the event. Any requirements and regulations imposed by these persons shall be strictly adhered to.
5. The lessee is responsible for providing sufficient supervision to ensure that the event proceeds in an orderly manner.
6. The lessor is not liable for any accidents or consequences of accidents in the booked accommodation or facilities, nor for any damage to, inadvertent exchange or loss of any property belonging to the lessee, the staff, the persons working during the event, or the visitors to the event.

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