

STICHTING SCHUNCK: GENERAL TERMS AND CONDITIONS

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This document comprises the General Terms and Conditions of Stichting SCHUNCK. These General Terms and Conditions consist of a number of different sections. Section A applies to all services and sale of Goods by SCHUNCK. Supplementary to these, additional terms and conditions apply in respect of specific services of SCHUNCK. These include: section B for the Library; section C for the Music and Dance School; section D for E-ticketing; and section E for the Hire of Spaces.

In the event of any contradictions between one or more provisions in section A and one or more provisions in the supplementary terms and conditions for specific services, the provision(s) in the supplementary terms and conditions will prevail.

A. GENERAL (incl. standard visit, courses/workshops and museum visit)

ARTICLE 1: DEFINITIONS

- 1.1. Terms and conditions: These General Terms and Conditions of SCHUNCK.
- 1.2. Cancellation: the written notification by the Client to SCHUNCK stipulating that use will not be made, in part or in full, of one or more of the agreed Services, or the written notification by SCHUNCK to the Client that one or more of the agreed can or will not be provided.
- 1.3. Visitor: anyone who visits a location of SCHUNCK and/or a location made available to SCHUNCK.
- 1.4. Service: a service or an item that is provided to the Client by SCHUNCK, including (but not limited to) the granting by SCHUNCK of access to a building or location of SCHUNCK and/or the making available of (gallery) space and/or the provision of courses/workshops/guided tours and/or the granting of access to the museum and/or granting use of the library services, and/or the provision of lessons/courses in respect of music and dance, the sale, hire and lending of Goods and anything connected to the activities, deliveries and services of SCHUNCK, all this being understood in the broadest sense of the word.
- 1.5. Goods: all items and property rights as referred to in Section 1 of Book 3 of the Dutch Civil Code, including accompanying articles and E-tickets.
- 1.6. Group: a group of 10 or more persons to whom one or more Services is provided by SCHUNCK pursuant to an Agreement.
- 1.7. In-house Rules and Regulations: the in-house rules and regulations of SCHUNCK, which form part of these general terms and conditions.
- 1.8. Client: the natural person or legal entity purchasing SCHUNCK Service(s).

- 1.9. Agreement(s): any agreement(s) entered into between SCHUNCK and a Client.
- 1.10. SCHUNCK: Stichting SCHUNCK, having its registered offices in Heerlen, listed in the trade register of the Chamber of Commerce under number 64162028, which manages and operates the 'SCHUNCK' building (also known as the Glaspaleis) and accompanying buildings.

ARTICLE 2: APPLICABILITY and CHANGES IN TERMS AND CONDITIONS

- 2.1. 2.1 These General Terms and Conditions apply to all Agreements with SCHUNCK, as well as all other offers, quotations and other services of SCHUNCK. Any terms and conditions of purchase, or otherwise, on the part of the Client are not applicable and are explicitly rejected by SCHUNCK. Sections B to E of these General Terms and Conditions apply exclusively to legal relationships, as described in the relevant section.
- 2.2. 2.2 Any deviations from these General Terms and Conditions are only valid if these have explicitly been agreed to in writing.
- 2.3. 2.3 If, in performing its services, SCHUNCK uses personnel and (legal) persons contracted by SCHUNCK, these General Terms and Conditions likewise apply in respect of these personnel and (legal) persons.
- 2.4. 2.4 These General Terms and Conditions also apply to future legal relationships between SCHUNCK and the Client, unless these General Terms and Conditions are amended (in the intervening period). In that event, the new General Terms and Conditions will apply to future legal relationships.
- 2.5. 2.5 These General Terms and Conditions and all sections thereof can be amended at all times by SCHUNCK. The new General Terms and Conditions will apply in lieu of the old version 30 days after publication of the new General Terms and Conditions on the SCHUNCK website, unless stated otherwise in the publication of the new terms and conditions of delivery.
- 2.6. 2.6 If any provision in these General Terms and Conditions is or is declared null and void, the other provisions of these General Terms and Conditions will remain in full force. In that event, SCHUNCK and the Client will enter into consultation to agree a new provision to replace the null and void provision, whereby the object and scope of the null and void provision are taken as much as possible into consideration.
- 2.7. 2.7 In the event of differences between the Dutch version of the General Terms and Conditions and translations thereof, the Dutch text takes precedence.

ARTICLE 3: AGREEMENTS

- 3.1. SCHUNCK is not bound to an agreement prior to its having received signed confirmation of this by/on behalf of the Client or after SCHUNCK has begun implementation of the Service(s).
- 3.2. If an Agreement is entered into through an authorised representative of the Client, whether or not this is in the Client's name, the Agreement is deemed to have been entered into at the risk and expense of this representative. At no time is SCHUNCK obliged to pay a commission or fee, however specified, to such a representative and/or intermediary. Full or partial payment of the amount due by the representative/intermediary will discharge the Client of its payment obligations to the same degree.
- 3.3. SCHUNCK is not party to the legal relationship between a Visitor and the businesses providing hospitality services at any SCHUNCK location and excludes any responsibility and liability in respect of the services (to be performed) and/or the products (to be offered) by the (hospitality) businesses concerned.
- 3.4. At no time will an Agreement be entered into between a Client and Visitor on the one hand, and the person who actually performs the Services (such as an employee or a person who has been contracted to work for SCHUNCK) or who is involved in this, not even if the intention is that the work is carried out by a person. The applicability of Sections 7:404 and 7:407, paragraph 2 of the Dutch Civil Code is excluded.

ARTICLE 4: CANCELLATION

- 4.1. A ticket for a visit to the museum and/or an exhibition cannot be returned. For the right of withdrawal regarding E-tickets, please refer to section D (Article 3) of these General Terms and Conditions.
- 4.2. Cancellation of an Agreement by a Client acting in the exercise of a profession or business is not possible, except in such cases as specified in this article. Verbal cancellation is not possible.
- 4.3. The Client acting in the exercise of a profession or business can cancel an Agreement with respect to courses, workshops and guided tours, with the exception of courses in respect of which section C of the General Terms and Conditions of SCHUNCK applies, in writing and on the condition that the Client pays SCHUNCK the cancellation fee specified below:
 - a. in the event of a cancellation more than 30 days prior to the date of reservation, the Client will not be obliged to pay a cancellation fee to SCHUNCK;
 - b. in the event of a cancellation after 30 days or less than 14 days prior to the date of the reservation, the Client is obliged to pay 60% of the price the Client owes to SCHUNCK on the basis of the Agreement;
 - c. in the event of a cancellation on or after 14 days prior to the date of the reservation, the Client is obliged to pay 100% of the price the Client owes to SCHUNCK on the basis of the Agreement.
- 4.4. Supplementary to the fee owed pursuant to Article 4.3., the Client is at all times required to pay SCHUNCK in full any amounts/costs which SCHUNCK already owes or will owe to third parties with respect to the Agreement at the time of the Cancellation.
- 4.5. A Client not acting in the exercise of a profession or business may only terminate a commission agreement (such as in relation to courses, workshops and guided tours) in observance of applicable legislation and jurisprudence. Statutory provisions and jurisprudence apply to any associated costs.

The basic principle is that the costs already reasonably incurred by SCHUNCK as well as reasonable wages will be reimbursed by the Client to SCHUNCK. This may also include loss of income if, for example, the course/workshop/tour was fully booked, and SCHUNCK is no longer able to fill the vacancy arising from the Client's cancellation for the course/workshop/tour after the cancellation. A reduction in the number of participants included in a reservation is considered an adjustment to the commission agreement and not a (partial) cancellation, unless the nature of the change dictates otherwise. If the nature of the change nevertheless constitutes a (partial) cancellation, the above provisions will apply in the event of a cancellation.

ARTICLE 5: GENERAL OBLIGATIONS ON THE PART OF SCHUNCK

- 5.1. Without prejudice to the provisions of the following articles, pursuant to the Agreement, SCHUNCK will endeavour to provide Services in the manner to which SCHUNCK is accustomed, in exchange for payment of the rates specified by SCHUNCK.

ARTICLE 6: PRICING AND PAYMENT

- 6.1. All prices of Goods and/or Services to be provided by SCHUNCK are net prices without a discount and include VAT for Clients who are a natural person and who are not acting in the exercise of a profession or business, and exclude VAT and other rights or taxes for all other (legal) persons, unless this has been otherwise explicitly indicated by SCHUNCK.
- 6.2. If SCHUNCK agrees a specific price with a Client, SCHUNCK is entitled to increase the price if SCHUNCK can demonstrate that significant price changes with respect to purchasing, currency exchange rates

and/or wages or other unforeseen consequences took place between the moment the offer was made and the moment of delivery.

- 6.3. Payment must be executed immediately after the Agreement has been entered into, unless otherwise agreed in writing or if different (longer) payment terms are specified on the invoice from SCHUNCK. At no time is the Client entitled to demand suspension and/or offsetting and/or compensation.
- 6.4. Payment deadlines are always final as defined in the heading and subsection a of Section 6:83 of the Dutch Civil Code. The mere expiration of a deadline will mean the Client is in default by operation of law.
- 6.5. Payment is only possible by bank transfer (including via PIN) or credit card. Cash payments are not possible.
- 6.6. If SCHUNCK sends an invoice, the Client is required to notify SCHUNCK in writing of any objections it may have in respect of the invoice prior to its due date. If these objections are not submitted in a timely manner, the right to object lapses.
- 6.7. Without prejudice to what has been specified in these General Terms and Conditions, an Agreement will be cancelled and/or terminated at SCHUNCK's discretion without judicial intervention after a written declaration to this effect, at such time as the Client files for bankruptcy or suspension of payment, if an attachment is levied against the property of the Client, the Client is placed under guardianship or if the Client is declared subject to the Natural Persons Debt Rescheduling Act, or if the Client loses power of disposition over their assets or parts thereof in any other way. At the moment of cancellation and/or termination as referred to in the previous sentence, all claims on the part of SCHUNCK vis-à-vis the Client will be immediately due and payable in full.
- 6.8. On the first demand of SCHUNCK, the Client is obliged to pay an advance in respect of the outstanding payment. In such an event – at the discretion of SCHUNCK – the Client is obliged to provide adequate security in respect of the fulfilment of the payment obligations on the first demand of SCHUNCK. As long as the Client has not paid an advance or provided security, SCHUNCK is entitled to suspend performance of the Agreement.

ARTICLE 7: TRANSFER OF TITLE and RETENTION OF TITLE

- 7.1. The ownership of Goods supplied by SCHUNCK is transferred to the Client only when a valid legal basis for this exists, such as purchase. In all other cases, such as in the event of Goods being loaned, ownership is never transferred to the Client.
- 7.2. In the event of the sale of Goods, SCHUNCK will retain ownership of the Goods supplied by SCHUNCK until the Client has fulfilled all its obligations ensuing from the Agreement it has entered into with SCHUNCK.
- 7.3. The risk of loss or damage to the Goods sold is transferred immediately to the Client on delivery.
- 7.4. The Client is obliged to accept the Goods and/or Services at the moment they take delivery of these or at such time as the Goods are placed at the disposal of the Client in conformity with the Agreement. If the Client fails to fulfil this obligation, the risk in respect of the Goods sold will be transferred to the Client at that time.
- 7.5. Delivery times or dates specified by SCHUNCK can never be considered to be firm deadlines, unless these have been otherwise explicitly agreed in writing.

ARTICLE 8: VISITING ONE OF SCHUNCK'S LOCATIONS

- 8.1. Visiting any SCHUNCK location is at the risk and expense of the Visitor at all times.
- 8.2. During a visit to one of SCHUNCK's locations or a location made available to SCHUNCK, the Visitor is required to comply with SCHUNCK's In-house Rules and Regulations and to conduct themselves in conformity with the law and socially accepted standards.

- 8.3. During a visit to SCHUNCK's locations or a location made available to SCHUNCK, the Visitor is obliged to immediately comply with the instructions and directions given by officers of SCHUNCK, including attendants.
- 8.4. At no time is the Visitor permitted to smoke, to offer Goods for sale or to carry or bring with them animals (with the exception of guide dogs), refreshments, narcotics, hazardous or harmful substances or weapons or other illegal substances during a visit to one of SCHUNCK's locations or a location made available to SCHUNCK.
- 8.5. Without the prior written permission of SCHUNCK, the Visitor is not permitted to:
 - a. take photographs or to film using lamps, flashes or tripods; and/or
 - b. to make public or reproduce photographs or film recordings, regardless of the medium used, including publications, whether or not by means of electronic information carriers such as internet, all this being understood within the broadest sense of the word.
- 8.6. With respect to Articles 8.3 and 8.4 and in the interests of general safety, at the request of SCHUNCK personnel, the Visitor is required to have any (hand) bags they are carrying inspected and to cooperate in any security checks.
- 8.7. SCHUNCK reserves the right to use camera surveillance in the interests of safety and security. In the event of any incidents, SCHUNCK will register and preserve the recorded images for the purposes of investigation and to establish possible liability. The use of camera surveillance has been registered with the Dutch Data Protection Authority (*Autoriteit Persoonsgegevens*) under number P-0020136. SCHUNCK complies with the applicable laws and regulations pertaining to the use of camera surveillance.
- 8.8. Access to museum and exhibition spaces is only possible with a valid admission ticket which is required to be presented for inspection at all times during the visit at the first request of SCHUNCK.
- 8.9. A Group of schoolchildren is only permitted to enter the museum or exhibition spaces under the supervision of a teacher.
- 8.10. At all times, SCHUNCK is entitled to refuse a Visitor access to any of the SCHUNCK premises for a fixed or indefinite period, including but not limited to cases where the Visitor does not comply with the provisions of these General Terms and Conditions and the In-house Rules and Regulations.

ARTICLE 9: LIABILITY

- 9.1. SCHUNCK will not be liable for any (in)direct (consequential) damage whatsoever, including but not limited to lost earnings and/or savings and business interruptions, caused as a(n) (in)direct result of any defect, capacity or circumstance in respect of any property of which SCHUNCK is the holder, tenant, leaseholder, lessee or owner, or that has otherwise been placed at the disposal of SCHUNCK, and/or as a result of an attributable shortcoming in the fulfilment of contractual obligations and/or a wrongful act or failure on the part of SCHUNCK and/or its employees, with the exception of and insofar as the damage is the direct result of an intentional act or gross negligence on the part of SCHUNCK and/or its employees.
- 9.2. SCHUNCK is not liable for the operation, disruption and/or technical defects with respect to the use of systems placed at the disposal of SCHUNCK for the purpose of providing its services, including but not limited to the reservation system, access system (including scanning equipment, etc.), the iDeal payment system, computers, scanners, printers and so on.
- 9.3. SCHUNCK is not liable for damage which has been caused as a result of third parties having access, authorised or otherwise, to one or more email accounts of the Client and/or the non-functioning of one or more email accounts indicated by the Client.
- 9.4. Any liability on the part of SCHUNCK is limited to the amount which is paid out in the case in question pursuant to the liability insurance taken out by SCHUNCK, including the excess that SCHUNCK bears the costs for in relation to this insurance cover. If, for whatever reason, no payment should be made pursuant to the insurance in question, any liability is limited to the value of the Services to which the defect,

shortcoming or wrongful act or omission relates. In all cases, SCHUNCK's liability is limited to EUR 5,000.

- 9.5. Without prejudice to the provisions of Articles 9.1. and 9.2., at no time is SCHUNCK liable for damage caused to the Goods and/or vehicles of the Client and/or Visitors which have been placed on loan to or in the safekeeping of SCHUNCK by the Client and/or Visitors, unless the damage is the direct result of gross negligence or an intentional act on the part SCHUNCK and/or its employees.
- 9.6. If SCHUNCK receives Goods or if Goods, of whatever nature, are deposited, stored and/or left (whether or not in hired spaces), by any person or at any location, without SCHUNCK arranging any fee for this, at no time is SCHUNCK liable for damage caused to or relating to these Goods in whatever manner, not even if this damage is the direct result of gross negligence or an intentional act on the part of SCHUNCK and/or its employees.
- 9.7. Under no circumstances is SCHUNCK liable for damage as a result of theft, damage or loss of Goods/property which are located in the hired spaces. These goods in the hired space are at the risk and the expense of the owner and/or stakeholder.
- 9.8. The Client and/or Visitor is liable for all damage which has ensued or will ensue for SCHUNCK and/or any third party as a(n) (in)direct result of the attributable shortcoming and/or unlawful act on the part of Client and/or Visitor, including non-compliance with these General Terms and Conditions and the In-house Rules and Regulations, as well as for any damage which is caused by any animal and/or substance and/or any item of which they are the holder and/or owner or which is under their supervision. If several Clients and/or Visitors are collectively liable vis-à-vis SCHUNCK, they have joint and several liability.
- 9.9. SCHUNCK and all persons who by virtue of a legal relationship with SCHUNCK perform or have performed Services for the Client may invoke these General Terms and Conditions vis-à-vis the Client, as well as the provisions which limit liability, even if they are held liable on a non-contractual basis, such as an unlawful act.

ARTICLE 10: COMPLAINTS

- 10.1. Except for objections relating to invoices pursuant to Article 6.6, notification of all complaints must be provided to SCHUNCK in writing using the complaints form attached as Appendix 2 to these General Terms and Conditions, no later than eight days after the Services have been provided, and in any case, eight days after the defect and/or the shortcoming of SCHUNCK could be detected. The Client and/or Visitor will give SCHUNCK a reasonable period in which to redress the defects without having any right to damages. If the Client and/or Visitor does not submit their complaint in time, the right to lodge a complaint lapses as defined in Sections 6:89 and 7:23 of the Dutch Civil Code.
- 10.2. Without prejudice to the forfeiture of rights on the basis of non-timely submission of complaint within the meaning of Article 10.1, all rights of action and other powers on the part of the Client and/or Visitor vis-à-vis SCHUNCK lapse one year after the time that the Client and/or Visitor became aware of this or could have been aware of this.

ARTICLE 11: FORCE MAJEURE

- 11.1. Supplementary to the law, force majeure on the part of SCHUNCK is said to exist if SCHUNCK, after entering into the Agreement, is impeded in fulfilling its obligations pursuant to the Agreement or in the preparation thereof as a result of any circumstance and/or cause which arises outside SCHUNCK's culpability or sphere of risk, as well as any unforeseeable circumstance which hinders SCHUNCK's ability to fulfil the Agreement in such a way that fulfilment of the Agreement is rendered impossible or objectionable, either temporarily or permanently.

- 11.2. Amongst other things, force majeure, as referred to in Article 11.1, is understood to mean non-fulfilment of the obligations of third parties contracted by SCHUNCK in implementing the Agreement, as well as anything that can be designated as force majeure for these third parties.
- 11.3. SCHUNCK also has the right to invoke force majeure if the circumstances that impeded the fulfilment occur after SCHUNCK should have fulfilled its obligations.
- 11.4. SCHUNCK is not bound to fulfil its obligations in the event of force majeure and, if the circumstances of force majeure persist longer than ten days, or if fulfilment is rendered impossible as a result of force majeure, is authorised to dissolve the Agreement without liability to pay damages vis-à-vis the Client and/or the Visitor. In such a case, SCHUNCK is entitled to payment for (that part of) the agreed fee for the Services thus far performed.

ARTICLE 12: PERSONAL DATA PROTECTION

- 12.1. In the event of a data breach, the Client will, if necessary and reasonably possible, cooperate with SCHUNCK so that SCHUNCK can comply with its obligation to report in a timely manner, in accordance with the provisions of the GDPR.
- 12.2. The Client acting in the capacity of a profession or business will bear full responsibility for complying with the applicable laws and regulations on the protection of personal data and will indemnify SCHUNCK against all costs and (indirect) damage resulting from third-party claims in connection with the Client's non-compliance with the GDPR.
- 12.3. Further information on SCHUNCK's handling of personal data is contained in SCHUNCK's privacy statement, which can be found and downloaded at <https://schunck.nl/privacyverklaring-en-cookies>.

ARTICLE 13: APPLICABLE LAW AND DISPUTES

- 13.1. The laws of the Netherlands apply exclusively to all Agreements and legal relationships entered into between SCHUNCK and the Client or Visitor. The applicability of the Vienna Sales Convention is explicitly excluded.
- 13.2. In the event of disputes between SCHUNCK and the Client and/or Visitor, the district court in Limburg has exclusive jurisdiction, unless another court is deemed competent on the basis of legal jurisdiction rules.

B. LIBRARY

ARTICLE 1: DEFINITIONS

- 1.1. Subscriber: the person who has a subscription with the Library.
- 1.2. Subscription: a continuing performance contract between a Library and a Subscriber on the basis of which the Subscriber can use the Library.
- 1.3. Subscription Fee: the fee that the Subscriber pays for a Subscription.
- 1.4. Terms and Conditions of Delivery: sections A. General and B. Library in the SCHUNCK General Terms and Conditions.
- 1.5. Visitor: the person who visits a Library location.
- 1.6. Library: a library that is part of the PLB.
- 1.7. Libraries: all libraries that belong to the Federatie Parkstad Limburg Bibliotheken.
- 1.8. Valid Proof of Identity: driving licence or passport, European identity card, extract from the Register of births, deaths and marriages.
- 1.9. Library Card: a card which is issued to a Subscriber after taking out a Subscription.
- 1.10. Lending Fee: the fee that is charged for the borrowing of Materials.
- 1.11. Materials: physical and digital materials which are made available to Subscribers and Visitors, such as but not limited to magazines, books, DAISY-ROMs, CDs, CD-ROMs, DVDs and videotapes.
- 1.12. Youth Subscriber: a Subscriber who is 13 years or younger.
- 1.13. Agreement(s): any agreement which is made between the Library and a person who uses one or more services of the Library or who buys Goods from a Library, including both Subscribers and Visitors.
- 1.14. PLB: the federation which exists between the following libraries: Stichting Openbare Bibliotheek Brunssum; Stichting SCHUNCK; Stichting Bibliotheek Kerkrade e.o.; Stichting Bibliotheek Landgraaf-Onderbanken; and Stichting Openbare Bibliotheek Nuth.

ARTICLE 2: APPLICABILITY AND CHANGES IN TERMS AND CONDITIONS OF DELIVERY

- 2.1. These Terms and Conditions of Delivery apply to all offers and quotations made by a Library, to all Agreements, and to other legal relationships that exist between a Library and a Subscriber and/or Visitor, as well as to all future Agreements and legal relationships between a Library and a Subscriber and/or Visitor.
- 2.2. Assignments given to a Library are only issued, accepted and performed by a Library in observance of these Terms and Conditions of Delivery.
- 2.3. Any deviations from these Terms and Conditions of Delivery are only valid if these have been explicitly agreed in writing.
- 2.4. If, in performing its services, the Library uses personnel, natural persons and legal entities contracted by SCHUNCK, these Terms and Conditions of Delivery likewise apply in respect of this personnel and these natural persons and legal entities. At no time will an Agreement be entered into between a Subscriber, Visitor and/or other person who purchases the services of or gives assignments to a Library and the person who actually performs the services (such as an employee or a person who has been contracted to work for the Library) or who is involved in this. The applicability of Sections 7:404 and 7:407, paragraph 2 of the Dutch Civil Code is excluded.
- 2.5. These Terms and Conditions of Delivery can be amended at any time. The new Terms and Conditions of Delivery will apply in lieu of the previous version 30 days after publication of the new Terms and Conditions of Delivery on the Library website, unless stated otherwise in the publication of the new terms and conditions of delivery.

ARTICLE 3: ADMISSION

- 3.1. Anyone can consult the available Materials free of charge at any Library location during normal opening hours, unless this is or has been indicated otherwise by a Library at a specific location.
- 3.2. Minors are considered to be acting with the authorisation of their legal guardian.
- 3.3. A Library can employ its own in-house regulations, for example, for visiting a location or for making use of a Library's hardware (such as computers). If there are in-house regulations in place, these must be complied with at all times.

ARTICLE 4: REGISTRATION

- 4.1. Anyone can register as a Subscriber at a Library location. When registering, a Subscriber is required to submit a valid proof of identity.
- 4.2. When registering children up to the age of 13, a legal guardian is required to present a valid proof of identity to the Library and sign and submit the Library's registration form to the Library.
- 4.3. A subscription is effectuated between the Library and the Subscriber only once the Library has accepted the registration and the Library Card is issued to the Subscriber.
- 4.4. By signing the registration form and having accepted the direct-debit option by means of a cross, the Subscriber grants their permission to the Library to send one-off or standing orders to the bank to deduct an amount by way of payment of the membership fees and for the bank to deduct a one-off or standing order payment from the account specified in conformity with the Library's instructions.

ARTICLE 5: LIBRARY CARD

- 5.1. The Library Card is strictly for personal use and remains the property of the Library which has issued the Library Card. The Subscriber is only the holder of the Library Card.
- 5.2. Materials can only be borrowed on presentation of a valid Library Card. The Subscriber is responsible for the Materials which are borrowed using their Library Card.
- 5.3. In the event of the loss of a Library Card, the Library which has issued the card must be notified immediately in order to prevent misuse.
- 5.4. The Subscriber or their legal guardian is liable for the financial consequences of the use of the Library Card by third parties. This liability applies in respect of all actions and transactions that are carried out prior to the time at which notification of its loss was reported to the Library in question, as well as the late return of Materials, theft, loss and/or damage of the Materials.
- 5.5. In the event of the loss of or damage to the Library Card, a duplicate card will be issued. The related costs are at the Subscriber's expense.

ARTICLE 6: CHANGE IN PERSONAL DATA

- 6.1. The Library must be notified as soon as possible of any changes in a Subscriber's name, address and/or any other personal data which is in Library's records. This can be done in person via the library desk, in writing or by email. The Library can ask the person making the notification to provide proof of identity.
- 6.2. Any consequences from non-timely notification of a change in personal data, such as a change of address, are at the full risk and expense of the Subscriber.
- 6.3. If the Subscriber has signed up for email alerts as part of the Library's reminder service, the Subscriber should notify the Library of a change of email address as soon as possible.

ARTICLE 7: PAYMENT AND RENEWAL OF SUBSCRIPTION

- 7.1. All Subscriptions are taken out for the period of one year, unless otherwise agreed in writing. Unless the Subscription is cancelled or terminated in compliance with Terms and Conditions of Delivery, after the first subscription period the Subscription is (tacitly) renewed and changed to a subscription for an indefinite period, unless otherwise agreed in writing. In the event of a renewal, no new Library Card will be issued.
- 7.2. Youth subscribers who are not bound by payment requirements will not receive a new Library Card in the event of (tacit) renewal.
- 7.3. The Subscriber must pay the Library the annual Subscription Fee for the year in respect of which the Subscription applies prior to the date the Subscription takes effect. Each time a Subscription is renewed, the Subscriber is required to pay the Subscription Fee in advance on the first demand of the Library.
- 7.4. Subscribers who have authorised a Library to deduct the Subscription Fee by means of direct debit are required to ensure that they have a sufficient bank balance on or around the date on which the Subscription commences, and on or around one month after the payment reminder, as referred to in Article 7.3.
- 7.5. About one month prior to the expiry of the first period of subscription and then one year later on an annual basis, Subscribers will receive a reminder for payment of the Subscription Fee for the subsequent year.
- 7.6. No Materials can be borrowed until the Subscription Fee for the first subscription period, or for each subsequent year, has been paid.

ARTICLE 8: TERMINATION OF SUBSCRIPTION

- 8.1. A Subscriber cannot terminate a Subscription prematurely during the first subscription period and may only do this in writing towards the end of the subscription period, taking into account a one-month notice period (starting on the date notice was given).
- 8.2. A Subscription for an indefinite period can be terminated at any time by the Subscriber or the Library, taking into account a one-month notice period (starting on the date notice was given).
- 8.3. Termination can only be made in writing. At the Library's request, a Subscriber is required to submit a valid proof of identity at the time of or following termination. If the Subscriber does not comply with this request within a reasonable period of time, yet no later than within one week, termination is not deemed to be legally valid.
- 8.4. Notice of termination can only be effectuated by a Subscriber if the Subscriber has returned all Materials which they have borrowed or are in their possession and has settled all payment obligations on the part of the Subscriber vis-à-vis the SCHUNCK Library.
- 8.5. In addition to termination as specified in Articles 8.1. and 8.2., the Subscription is terminated in the event of:
 - a. the Subscriber's death;
 - b. provisional suspension or definitive refusal of the Subscription and/or Subscriber as a result of non-fulfilment of or non-compliance with the Agreement, these Terms and Conditions of Delivery and/or the in-house regulations of the Library in question;
 - c. cancellation of the Subscription by a Library if the Subscriber has not fulfilled their (payment) obligations pursuant to the Subscription for a period of more than four months after the (payment) obligation became due and payable. This termination of registration can be rescinded when the borrowed Materials have been returned and/or full payment of fees, fines and expenses has been made.

- 8.6. The termination possibilities on the part of the Library, as referred to in this article, are without prejudice to all possibilities on the part of the Library to end, cancel and/or otherwise terminate a Subscription by law.
- 8.7. If a Subscriber has paid a Subscription Fee in advance for a period after the end of the Subscription, the Subscriber has a right to a refund of this Subscription Fee for that period. Notwithstanding, the Library is permitted to offset the refund of this Subscription in respect of any payment obligations on the part of the Subscriber, including payment for any damage, payment of statutory interest and debt collection costs vis-à-vis the Library.
- 8.8. A Subscription can only be transferred to a person other than the Subscriber upon receipt of written permission from the Library. This may involve administration fees being charged by the Library.

ARTICLE 9: RATES

- 9.1. PLB sets the rates for the Subscription Fee and the Lending Fee annually, as well as the possible types of subscription, for the subsequent calendar year commencing on 1 January. Any proposal to change the rates will be published on the Libraries' websites in good time before the start of the calendar year in question.

ARTICLE 10: EXCEEDING THE LENDING PERIOD

- 10.1. The Subscriber is required to return the borrowed Materials to a Library location. The Materials must be returned no later than the maximum lending period which applies to the subscription in question.
- 10.2. If the Subscriber does not return the Materials within the maximum lending period, the Library is authorised to initiate a reminder and debt-collection procedure. In that case, the Library is authorised, without prejudice to its statutory rights, to charge the statutory interest rate in relation to the value of the Materials and the extrajudicial debt-collection costs to the Subscriber.

ARTICLE 11: (EXCEEDING) THE LENDING AMOUNT

- 11.1. A Subscriber is permitted to have a maximum Lending Fee balance open provided the Library has agreed to this in writing beforehand. The maximum Lending Fee that is permitted to be open is fixed by the Library every year. If the Subscriber has an outstanding amount that exceeds the fixed maximum amount, the Subscriber's Library Card will be deactivated. The Subscriber is required to notify the Library desk if they have exceeded the maximum amount. The Subscriber will only be entitled to reactivate the Library Card after they have paid the full outstanding amount unless the subscription has been terminated by operation of law, as referred to in Article 8 of these Terms and Conditions of Delivery.

ARTICLE 12: RESERVATIONS AND REQUESTS WITH OTHER LIBRARIES AND LOCATIONS/TRANSPORT SERVICE

- 12.1. A Subscriber can reserve Materials.
- 12.2. Materials which are not available at one location can be requested from another location or from a different Library. The Library where the Subscriber makes the request is entitled to charge a reservation fee for the reservation.
- 12.3. When the reserved/requested Materials are made available at the location where the Subscriber has requested the Materials, the Subscriber will be notified of this. If the reserved/requested Materials are

not collected, the Subscriber will always be charged a minimum fee for the reservation costs incurred by the Library.

ARTICLE 13: USE OF MATERIALS

- 13.1. The Subscriber is not permitted to:
 - a. Transfer, hire or otherwise make available or relinquish Materials to third parties, whether or not this for a financial remuneration.
 - b. Copy Materials (or have these copied) other than by compliance with the regulations of the (Copyright) law, put them on public display (whether or not this for a financial remuneration) or to broadcast these.
 - c. Make any changes or modifications to the Materials (including the addition and removal/erasure of (Library) information).
 - d. Perform any (repair) work (or have this performed) on Materials.
 - e. Use the Materials, other than has been specified in the previous sentences, in the broadest sense of the word, in contravention of current statutory regulations;
- 13.2. A Library can impose more specific restrictions or set rules with respect to the use of Materials.

ARTICLE 14: DAMAGED AND MISSING LIBRARY MATERIALS

- 14.1. The Subscriber is liable for any loss, mutilation, contamination and/or damage of loaned Materials and accessories.
- 14.2. Repair costs for mutilation, damage and/or contamination as referred to in paragraph 1 are required to be paid in full to the Library by the Subscriber.
- 14.3. If the Subscriber loses the Materials they have borrowed, they are required to provide the Library from where the Materials were borrowed with immediate written notification of this.
- 14.4. If, in the opinion of the Library from where the Materials were borrowed, the Materials borrowed need to be replaced as a result of loss, mutilation, contamination and/or damage on the part of the Subscriber, the Subscriber is obliged to pay the related replacement and administration costs to the Library in question.
- 14.5. If the Subscriber does not comply with the obligation to pay the costs of repair or replacement and/or any other payment obligation, any continued lending of Materials to the Subscriber will be refused until the costs in question have been paid in full (whether or not after calling in a debt-collection agency).
- 14.6. At no time are the Libraries liable in respect of damage to equipment or belongings of the Subscriber or third parties as a result of the Subscriber's use of the borrowed Materials.
- 14.7. The Libraries are not liable in respect of loss of the belongings of the Subscriber or third parties which are left behind in the Materials or at one of the Library locations.

ARTICLE 15: EXCLUSION FROM LENDING

- 15.1. In the event of the violation of these Terms and Conditions of Delivery, the Library can bar the Subscriber from borrowing Materials and/or other services for a fixed or indefinite period.

ARTICLE 16: OTHER PROVISIONS

- 16.1. Employees of the Libraries have the right at all times to ask Visitors to have the Materials and/or their Library Card checked/inspected.

C. MUSIC AND DANCE SCHOOL

ARTICLE 1: DEFINITIONS

- 1.1. Visitor: the person who visits a Music and Dance School location.
- 1.2. Course Participant: the person who follows a course at the Music and Dance School.
- 1.3. Course: a series of lessons which is offered by the Music and Dance School, and which are specified on the List of Rates. A Course always pertains to one musical instrument, one type of singing class and/or one type of dance class.
- 1.4. Course Fee: the financial contribution which a Course Participant pays to SCHUNCK for a Course on the basis of an Agreement.
- 1.5. Music and Dance School: the SCHUNCK Music and Dance School.
- 1.6. Agreement(s): any agreement with SCHUNCK relating to a Course.
- 1.7. List of Rates: the list of rates as specified in Article 6.1.
- 1.8. Association: an association or club which purchases Courses from SCHUNCK.
- 1.9. Terms and Conditions: sections A. General and C. Music and Dance School of the General Terms and Conditions of SCHUNCK.

ARTICLE 2: APPLICABILITY

- 2.1. These Terms and Conditions apply to all offers and quotations made by the Music and Dance School, all Agreements and other legal relationships that exist between the Music and Dance School and a Course Participant and/or Visitor, as well as to all future Agreements and legal relationships between the Music and Dance School and Course Participant or Visitor.

ARTICLE 3: ENROLMENT

- 3.1. An Agreement for a Course at the Music and Dance School is entered into for a fixed period of one year, unless otherwise specified on the List of Rates or agreed in writing.
- 3.2. An Agreement for a Course is tacitly renewed after the fixed period for which the Agreement has been entered into lapses, unless the Agreement is terminated in writing towards the end of the agreed fixed period, in observance of a one-month notice period.
- 3.3. In principle, Courses commence in the period around the start of the school year for mainstream education in the municipality of Heerlen. The Course Participant may start following a music or dance course (at a later date) during the school year if the Music and Dance School grants written permission to the Course Participant to do so.
- 3.4. The annual schedule for the Course(s) which is arranged by the Music and Dance School (including holidays) is set by means of a course timetable which corresponds as much as possible with the school timetables in mainstream primary and secondary education in the municipality of Heerlen.
- 3.5. Persons enrolling for a Course at the Music and Dance School can only do so by means of a (digital) registration form. For Course Participants under the age of 18, a legal guardian of the Course Participant is required to give their consent to enrolment and to confirm this by means of a signed registration form or by means of digital enrolment via an email and/or the digital registration form sent to the Music and Dance School. Members of a music and dance association can also be enrolled as Course Participants by or on behalf of the association in question.
- 3.6. Enrolment for a Course does not necessarily mean the effectuation of an Agreement. An Agreement is only effectuated after written acceptance by the Music and Dance School and not through enrolment alone. Mere enrolment with the Music and Dance School therefore does not imply that a person is necessarily admitted for music and dance education or accepted for a place on a Course. When the

maximum number of Course Participants who are subsidised by a municipality has been exceeded, Course Participants may be placed on a waiting list before they can join a Course.

- 3.7. In deviation to the Agreement, for the period of at least one year as referred to in Article 3.1, the Music and Dance School also offers a 'punch card' which allows Course Participants to attend lessons organised by the Music and Dance School for up to the maximum teaching minutes for which the card is valid. At the time of purchase of a punch card, the Course Participant must also register with the Music and Dance School using a (digital) registration form. A punch card is valid for one school year only and expires at the end of the Music and Dance School's school year. The teaching minutes which have not been used in a school year lapse at the end of a school year and cannot be carried over to a new school year, unless these minutes have not been used as a result of unforeseen or exceptional circumstances as specified in Article 4.1. Punch cards are personal and non-transferable. A punch card is only valid for classes within one specific Course and cannot be used to take classes within multiple Courses.
- 3.8. Supplementary to its legal rights to suspend its obligations and to terminate the Agreement, the Music and Dance School has the right to refuse to accept and/or place an enrolled Course Participant in a Course if payment of the Course Fee is still outstanding (even if this pertains to a previous and/or different Course).
- 3.9. The amount of the Course Fee depends on the municipality in which the Course Participant is registered. In the event a Course Participant moves to a different municipality, they are obliged to notify the Music and Dance School course administrative office of this immediately via the email address specified by the Music and Dance School. For the current school year, the Course Fee which has been agreed for that year is payable. The amount of the Course Fee depends on the municipality in which the Course Participant is registered.
- 3.10. The teacher in question at the Music and Dance School will determine the day and the time of the lessons. Unless lessons are given in a classroom setting, the teacher will do this as much as reasonably possible in consultation with the Course Participant. The teacher will take into account the school and/or working hours of the Course Participant as much as possible. Likewise, other fixed obligations will also be taken into account as much as possible, although SCHUNCK cannot guarantee this.
- 3.11. A normal Music and Dance course year consists of 36 course weeks, two optional presentation opportunities as well as an optional exam opportunity. For the year-long courses with lessons on a weekly basis, the Music and Dance School will endeavour to hold a minimum of 33 lessons in which a Course Participant can take part at weekly intervals during a current school year. Performances and exams are not part of the regular lesson hours and are not included in the total of 33 lessons. If, for whatever reason, a normal lesson cannot take place and the Music and Dance School offers a substitute and/or alternative lesson, whether or not in another form (such as but not limited to an online lesson), the substitute and/or alternative lesson will also be counted towards the total of 33 lessons. If the total of 33 lessons is not attained, there is a right to a refund of a proportionate part of the Course Fee in the case of an Agreement for a year-long course if the Course Participant has paid the Course Fee for the full school year.
- 3.12. Anyone wishing to arrange to have a Course they intend to attend paid for by the Youth Culture Fund can only take part in this Course after the Youth Culture Fund has awarded compensation to the Course Participant and provided the Music and Dance School with written notification that the Youth Culture Fund will pay the Course Fee payable by the Course Participant directly to the Music and Dance School. If the Youth Culture Fund does not pay the Course Fee due, in full and/or in time, the Music and Dance School has the right to refuse the Course Participant access to Courses, without prejudice to its other rights under these terms and conditions and the law (such as but not limited to suspending its obligations and/or dissolving the Agreement with the Course Participant).

ARTICLE 4: DE-ENROLMENT

- 4.1. A fixed-term Agreement for a Course cannot be prematurely terminated on the part of a Course Participant, with the exception of the provisions in Article 6.3 and in unforeseen and circumstances that are deemed exceptional by the Music and Dance School, such as a verifiable relocation to a different municipality, long-term illness and a serious injury. In the event of the aforementioned unforeseen and exceptional circumstances, premature termination can only take place by the first day of a calendar month taking into account a minimum notice period of one month on the day after which written notice of termination has been received by the Music and Dance School.
- 4.2. As specified in Article 3.2, an Agreement for a Course for an indefinite period can only be terminated taking into account a notice period of at least one month.
- 4.3. In all cases, notice of termination must be provided in writing.
- 4.4. If a Course Participant has arranged individually with a teacher to follow lessons, yet fails to attend in spite of this, the teaching minutes in question are counted as minutes followed for the Course. In the case of a punch card, the teaching minutes are deducted from the number of remaining minutes for which the punch card is valid.

ARTICLE 5: ILLNESS/NON-ATTENDANCE/LESSON CANCELLATIONS

- 5.1. The Course Participant undertakes to arrive in time for lessons for which they are enrolled.
- 5.2. The Music and Dance School does not organise music and dance lessons during normal school holidays in conformity with the timetable as referred to in Article 3.4. Music and/or dance lessons may be cancelled during the periods in which music and dance exams are held. SCHUNCK is not obliged to organise music and/or dance lessons.
- 5.3. If a Course Participant is unable to follow a Course due to unforeseen circumstances, the Course Participant is required to immediately notify the Music and Dance School of this beforehand.
- 5.4. It is not possible to retake Courses which are cancelled as a result of the Course Participant being unable to attend.
- 5.5. In the event of a teacher's illness, the Music and Dance School will endeavour to find a suitable replacement. It is possible that the lesson cannot be replaced. In such cases, the Music and Dance School will notify the Course Participant or one of the legal guardians about this.
- 5.6. Non-attendance in one or more lessons or the cancellation of one or more lessons, for whatever reason, gives no entitlement to a reduction in or a refund of the Course Fee, except in cases as referred to in Article 3.11.

ARTICLE 6: RATES

- 6.1. The Music and Dance School fixes a List of Rates annually prior to the commencement of the new school year in which the current rates for and reductions in Course Fees for the Course(s) for the forthcoming new school year are itemised. The List of Rates is published on the SCHUNCK website. The rates and reductions are partly dependent on the subsidy arrangements made with the municipality in which the Course Participant lives and the age of the Course Participant. This means that different rates and reductions may apply which relate to where Course Participants live.
- 6.2. A Course Participant is always entitled to negotiate a maximum of one discount. It is not possible to claim multiple reductions at the same time. Volume discounts are not possible.
- 6.3. In deviation to the provisions in section A, in setting the List of Rates for the subsequent new school year, SCHUNCK is not required to demonstrate that the higher rates are necessary as a result of significant price increases. SCHUNCK is at complete liberty to set this List of Rates. If SCHUNCK changes the rates or the List of Rates during the course of an Agreement for a Course which is entered into for a fixed period, a Course Participant has the right to prematurely terminate the Agreement in

question within a period of one month after notification of the new rates up until the date on which the new rates will apply.

- 6.4. The rates specified in the Music and Dance School's List of Rates include VAT if applicable, unless otherwise explicitly specified.
- 6.5. If a Course Participant takes advantage of a reduction, but compliance with the current terms and conditions is no longer satisfied during the Course or the Agreement, at that point the reduction will cease to apply, and the outstanding fee will be fixed on the basis of the current List of Rates as referred to in Article 6.1.

ARTICLE 7: PAYMENT OF COURSE FEES

- 7.1. Course Fees are collected from individual Course Participants. The legal guardian(s) of the Course Participant has (have) joint and several liability to pay the Course Fee. The Course Fee is payable at the start of the Course.
- 7.2. The Course Participant or their legal guardian will receive an invoice for the period in which the Course Fee is payable, unless the Course Participant chooses to have this collected by direct debit.
- 7.3. The terms of payment for an invoice are 30 days after the date of the invoice.
- 7.4. The Course Participant can choose one of the payment methods indicated on the registration form. By signing the (digital) registration form and receiving subsequent acceptance of this from SCHUNCK, the Course Participant or their legal guardian enters into a payment obligation vis-à-vis SCHUNCK. If the Course Participant or their legal guardian chooses payment by direct debit, by signing the registration form, they grant permission to SCHUNCK to send a one-off or ongoing standing order(s) to the bank of the Course Participant or their legal guardian to deduct a one-off or ongoing amount from the bank account in question for payment of the Course Fee in compliance with the Agreement.
- 7.5. In the case of direct debit, the Course Participant is required to ensure that there is always an adequate balance in the bank account. Direct debits are in principle collected on the 25th of a calendar month. However, the Music and Dance School is at liberty to collect at an earlier and/or later date. Failure by the Music and Dance School to collect in time does not invalidate the Course Participant's payment obligation. In addition to the possibilities offered by law, SCHUNCK is entitled to suspend its obligations, including the provision of lessons, if a direct debit payment is reversed or the payment deadline for an invoice has been exceeded.
- 7.6. In the case of direct debit payments, it is possible to choose to have the Course Fee deducted in the number of possible monthly instalments as specified on the valid List of Rates. If a Course Participant starts a Course after the start of the school year, the direct debit will be collected in a maximum number of monthly instalments equal to the remaining months in the school year.
- 7.7. If, for whatever reason, SCHUNCK invoices or collects an amount at a later date than described in these terms and conditions or that has been otherwise announced or agreed, this does not cancel out the (remaining) payment obligations on the part of the Course Participant. However, as the result of a later payment by the Course Participant, SCHUNCK does have the right to suspend its services vis-à-vis the Course Participant, including participation in Courses. In the event of late payment, SCHUNCK can therefore refuse participation in a lesson and/or a Course by a Course Participant until the Course Participant has fulfilled all of their payment obligations and the Agreement has not been dissolved by SCHUNCK in the meantime or otherwise ended or terminated.
- 7.8. Associations receive an invoice for the Course Fee. Associations may pay the Course Fee in three instalments or via direct debit. In the event of payment in instalments, the first instalment will be due at the start of the school year or the Course, the second instalment in the following January and the third instalment in the following June. Lessons may only be followed or continued once payment for the Course Fee has been received by SCHUNCK for the period in question.

- 7.9. In the event of payment methods other than direct debit for the administration fees which SCHUNCK incurs as a result of this, SCHUNCK may charge additional fees to the Course Participant. The amount of the administration fees is specified on the List of Rates as referred to in Article 6.1. This fee covers different costs that SCHUNCK is required to charge if a Course Participant fails to fulfil their payment obligations.
- 7.10. If a Course Participant terminates the Agreement for a Course after completion of the first year, and the Course Participant has paid the Course Fee in advance, the Course Participant will receive a refund for the excess part of the Course Fee. SCHUNCK may offset any claims on the Course Participant or their legal guardian, such as damages and/or administration fees, with any claim to a refund of the Course Fee as referred to in the previous sentence.

ARTICLE 8: OTHER PROVISIONS

- 8.1. The duration of the lessons is specified in the List of Rates of the Music and Dance School as referred to in Article 6.1. In principle, dance lessons are only given to groups.
- 8.2. Participation in Courses or individual music and/or dance lessons is entirely at the participant's own risk. Course Participants are personally responsible for suitable dance attire and, in the interest of safety, to follow the instructions of the teacher at all times.

D. E-TICKETING

ARTICLE 1: DEFINITIONS

- 1.1. E-ticket(s): the document ordered and paid for by the Client via the SCHUNCK website, which serves as a ticket for a (public/educational) activity organised by SCHUNCK.
- 1.2. E-ticketing terms and conditions: sections A. General and D. E-ticketing of the General Terms and Conditions of SCHUNCK.
- 1.3. Client: the person as referred to in Article 1.8 of the SCHUNCK General Terms and Conditions A. General who purchases an E-ticket from SCHUNCK.

ARTICLE 2: APPLICABILITY

- 2.1. These E-ticketing Terms and Conditions apply to all quotations and offers made by SCHUNCK and to all other Agreements and other legal relationships between SCHUNCK and a Client in respect of E-tickets.

ARTICLE 3: E-TICKETS

- 3.1. The E-ticket is only valid during the period specified on the E-ticket and during SCHUNCK's opening hours.
- 3.2. The Client can cancel the agreement for the purchase of an E-ticket for the statutory cooling-off period of 14 days without stating reasons, unless the Client has already used the E-ticket. The cooling-off period takes effect on the day after the Client has received the E-ticket.
- 3.3. Cancellation is carried out by sending an email to info@schunck.nl stating 'Cancellation of E-ticket' in the subject line.
- 3.4. After SCHUNCK has received the notice of cancellation, as referred to in Articles 3.2 and 3.3, it will ensure that the amount paid by the Client is refunded within 14 days.
- 3.5. The E-ticket is only valid if it is printed on a blank A4 sheet of paper, in portrait format (vertical) without altering the print size, on a laser or inkjet printer. In no event can it be presented on a different (data) carrier (for example, on a smartphone display). A good print quality is essential. An E-ticket which is poorly printed, damaged, illegible or only partly visible, can be refused and considered invalid.

ARTICLE 4: REMOTE AGREEMENTS

- 4.1. E-tickets can be purchased remotely by entering into an agreement via the SCHUNCK website.
- 4.2. The Client is required to complete the order form on the SCHUNCK website in full and to send this electronically to SCHUNCK by clicking on 'confirm' in the order procedure.
- 4.3. The agreement between the Client and SCHUNCK in respect of the purchase of an E-ticket is effectuated at the moment when SCHUNCK, after having verified the payment, has sent an E-ticket by email to the Client.

ARTICLE 5: PRICES

- 5.1. The prices of E-tickets are specified on the SCHUNCK website. The prices may depend on the (public/educational) activity on offer. Payments are required to be made using a credit card or through the iDeal payment system. The general terms and conditions of the relevant bank and the relevant payment method apply to the payment in question.

ARTICLE 6: ADMISSION

- 6.1. An E-ticket entitles the individual to a one-off admission to that part of the SCHUNCK location where the activity for which the E-ticket has been purchased takes place.

Once the E-ticket has been inspected on admission, its validity lapses and cannot be used again. An E-ticket provides no guarantee of direct admission to SCHUNCK due to the maximum number of visitors permitted in the museum or workshop space(s).

ARTICLE 7: LIABILITY

- 7.1. Without prejudice to the other limitations in liability in the General Terms and Conditions of SCHUNCK, in those cases of damage for which SCHUNCK can be held liable, the total obligation to pay compensation will not exceed the amount that is equal to the costs of the ticket paid for by the Client. The Client is required to support the aforementioned costs with documentary evidence.

E. HIRE OF SPACES

ARTICLE 1: DEFINITIONS

- 1.1. Client: the hirer of the Space
- 1.2. Space: a room or space offered by SCHUNCK for business purposes, such as meetings, conferences, presentations, workshops, events, parties and other functions, including any related services.
- 1.3. Terms and Conditions of Hire: parts A. General and E. Hire of Spaces of the General Terms and Conditions of SCHUNCK.

ARTICLE 2: APPLICABILITY

- 2.1. These Terms and Conditions of Hire apply to all quotations and offers made by SCHUNCK and to all other Agreements and legal relationships between SCHUNCK and a Client in respect of the temporary lease of Spaces by SCHUNCK.

ARTICLE 3: HIRE OF SPACE(S)

- 3.1. SCHUNCK is entitled at all times to make a Space other than that agreed with the Client available to the Client, unless this must be considered manifestly too problematic for the Client. In this event, the Client has the right to terminate the Agreement with immediate effect. In no event is SCHUNCK obliged to pay any damages to the Client.
- 3.2. SCHUNCK is entitled to prematurely terminate its Services and to deny the Client access to a Space if the actions and/or the conduct of the Client and/or its guests should give rise to this or the Client and/or its guests fail to comply with the instructions of SCHUNCK. In this connection, SCHUNCK is entitled, amongst other things, to impose requirements with respect to the appearance of the Client and/or its guests. The Client is also required to treat the Spaces with proper care and taking into consideration the purpose for which SCHUNCK has made the Space available, this purpose having been made known to SCHUNCK.
- 3.3. After use, the Client is required to leave the Space in the same clean and tidy condition in which the Space was found on the commencement of the hire.
- 3.4. At the first request of SCHUNCK, the Client and/or its guests and Visitor(s) are required to vacate, and to keep vacated, the SCHUNCK locations.
- 3.5. In consultation with the authorised person at said location, SCHUNCK is authorised to cancel and/or prematurely terminate the Agreement with the Client if there are sufficient grounds for fearing a disturbance of the peace. If SCHUNCK exercises these powers, in no event is SCHUNCK obliged to pay any damages to the Client and/or its guests and/or other third parties.

ARTICLE 4: PAYMENT AND DEPOSIT

- 4.1. All invoices made by SCHUNCK for the hire of Spaces, including invoices with respect to cancellation or no-show, are charged to the Client and are immediately due and payable at the time they are invoiced to the Client, unless otherwise agreed in writing.
- 4.2. SCHUNCK can demand an advance payment from the Client at any time before booking Spaces and putting these at the disposal of the Client (whether or not on a subsequent occasion), even after an Agreement has been entered into. Supplementary to the aforementioned advance payments, SCHUNCK can also demand a deposit from the Client on the rental price prior to or on entering into an agreement for the hire of the Space in connection with any damage and costs, such as in respect of repair work,

maintenance work and cleaning costs. SCHUNCK will refund the deposit to the hirer's bank account within 21 days after the most recently agreed use of the Space, as long as the Space has been left in the condition as referred to in Article 3.3. In the event of any damage and costs incurred as referred to above, the deposit will be offset by these costs.

ARTICLE 5: CANCELLATION

- 5.1. The Client can cancel an Agreement in writing on condition that the Client simultaneously pays the amount due to SCHUNCK pursuant to Article 5.2. Verbal cancellation of an Agreement by the Client is not possible in any case.
- 5.2. In the event of the cancellation of an Agreement for the Hire of Space(s), the Client is subject to the following obligations:
 - a. in the event of a cancellation more than 14 days before the reservation date for the hire of the Space(s), the Client will not be obliged to pay a fee to SCHUNCK;
 - b. in the event of a cancellation after 14 days and less than seven days prior to the reservation date for the hire of the Space(s), the Client is obliged to pay SCHUNCK 60% of the agreed price of the hire of the Space;
 - c. in the event of a cancellation after seven days and less than three days prior to the reservation date for the hire of the Space(s), the Client is obliged to pay SCHUNCK 85% of the agreed price of the hire;
 - d. in the event of a cancellation on or after three days prior to the reservation date for the hire of the Space(s), the Client is obliged to pay SCHUNCK 100% of the agreed price of the hire;
- 5.3. Supplementary to the fee owed pursuant to Article 5.2., the Client is at all times required to pay SCHUNCK in full any amounts/costs which SCHUNCK already owes or will owe to third parties with respect to the Agreement at the time of the Cancellation.

Appendix 1:

SCHUNCK IN-HOUSE RULES AND REGULATIONS

1. **Instructions issued by staff must be followed at all times.**
SCHUNCK employees are authorised to ask you the reason for your presence on the premises, to provide instructions and, if necessary, to remove you from the building.
2. **Disruptive behaviour, verbal intimidation and physical violence will not be tolerated.**
Inappropriate behaviour towards staff and (other) visitors to SCHUNCK will not be tolerated. This includes behaviour that can be perceived by others as disruptive or provocative. The attendants and/or employees are authorised to deny you entry to the building after a verbal warning.
3. **In the event of vandalism or theft, we will call in the police.**
Vandalism to or theft of SCHUNCK property or that of (other) visitors is a criminal offence. Any ensuing damage will be recovered from the perpetrator. Theft will be reported to the police at all times. It is not permitted to remove books and other materials without registering these. In the interests of general safety, in case of doubt, visitors can be asked to undergo a search and/or have any (hand) bags they are carrying inspected.
4. **Do not leave any of your belongings unattended.**
SCHUNCK cannot be held liable for any loss, theft or damage of visitors' belongings.
5. **Dogs and other pets are not allowed.**
This is with the exception of guide dogs and other service dogs.
6. **Smoking and the use of alcohol and drugs are not permitted, neither is dealing in Goods of whatever nature.**
7. **Camera surveillance is in place.**
Some generally accessible areas at our locations may use CCTV surveillance cameras. We have installed these for security and supervision purposes. The images are kept for a limited period of time as necessary for security and surveillance purposes. In the event of any incidents, we will register and keep the recorded images for the purpose of investigation and to establish potential liability.
8. **Rules apply to the use of internet.**
The use of internet at SCHUNCK is subject to a number of rules. You can read these rules after logging in to a SCHUNCK internet computer or request these at the information desk.
9. **Food and beverages.**
It is not permitted to eat or drink in the museum and exhibition spaces. Food and beverages, with the exception of hot meals, may be consumed in other spaces.
10. **Dangerous objects or substances.**
Any objects or substances which, in the opinion of a SCHUNCK employee, are deemed hazardous are not permitted and must not be taken into any SCHUNCK building.
11. **Rules for museum and exhibition spaces.**

It is not permitted to touch exhibit displays, unless explicit permission has been given to do so. Parents/teachers/guides are required to ensure that objects on display are not touched by minors under their supervision. Small children must be held by the hand or transported in pushchairs or prams. Children under the age of 12 are only permitted to enter the museum space under the supervision of an adult.

In the exhibition spaces, photographs may only be taken for personal use. The use of flash, selfie sticks and tripods is not permitted. If the format of your camera presents a danger for the objects or hinders other visitors, you may be asked to put your camera away.

12. You can use lockers to store your belongings.

Use of lockers is at your own risk and is only intended for visitors or people who have made an arrangement for this, or for temporary use during a visit or event. SCHUNCK cannot be held liable for any loss, theft or damage of your belongings. We open the lockers at the end of every day. Any belongings left behind will be stored for a maximum of one week and then turned over to the municipality of Heerlen's lost and found office. It is not permitted to store illegal materials in the lockers. If we find any illegal substances, we will report this and turn them over to the police.

13. Entry can be denied to buildings.

A ban can be imposed for misconduct. This means denying you entry to our buildings. If necessary, this ban will be enforced by calling in the police. In addition, depending on the type of misconduct, violations will be reported to the police.

14. Publicity purposes.

For the purposes of publicity, SCHUNCK makes use of film and photographic images of activities and events. It is possible that you are photographed without your consent. Please report this to us so that we can take due consideration of this.

Appendix 2:

COMPLAINTS FORM

SCHUNCK has a complaints procedure in place. SCHUNCK management is obliged to investigate and handle complaints. The complaints form can be requested by phone on +31 (0)45 5772200 and sent to SCHUNCK/Attn. Manager Publiek&Informatie/Bongerd 18/6411 JM/Heerlen. Complaints will not be processed until all personal details have been fully and faithfully filled in.

Company name	
First name and surname	
Address	
Postal code/city	
Telephone number	
Email address	

For a speedy and considered settlement of your complaint, we ask you to describe your complaint as specifically as possible: what is the nature and the scope of the problem, what and/or who does it involve? How long has it been going on? Has it occurred only once or more often? Date(s) of the incident.

Description of complaint(s):

If relevant, if you have an idea how this might best be solved or addressed: What would this be?

Desired solution/response:

Have you already had telephone contact about the complaint and, if so, with whom? And what was the outcome of this?

Date: / /

Signature: