

General terms and conditions

Atelier dell'Arte, Oosteinde 22,8351HB Wapserveen. Chamber of Commerce for the Northern Netherlands: 04041461 Workshops, courses, seminars, retreats, group accommodation

1. Applicability

1. These conditions apply to and form an inseparable part of each offer, quote and agreement of and with atelierdellarte.nl, and affiliated companies registered with the K.v.K. for Northern Netherlands under the number: 0404161 with respect to the provision of space, providing accommodation with or without workshop / catering offered and the use of goods (whether or not by virtue of lease and rental) of Atelier dell'Arte, located at Oosteinde 22, 8351HB Wapserveen. This service provider, atelierdellarte.nl hereinafter referred to as "dell Arte". 2. The client or tenant will in the following be referred to as "the other party". If a provision specifically addresses the situation where the other party is a natural person not acting in the exercise of a profession or business, it will hereinafter be referred to as "the consumer". In the case of the consumer, the contact person is the spokesperson of the group, with the entire group (as listed in the guest list) entering into the agreement. 3. In these general terms and conditions "in writing" shall also mean: by letter, by e-mail, by app or any other means of communication which, in view of the state of the art and generally accepted views, can be equated with this. 4. The possible inapplicability of (part of) a provision of these general terms and conditions does not affect the applicability of the remaining provisions. 5. If dell Arte has already provided the other party with these General Terms and Conditions several times, there is a continuing business relationship. Dell Arte does not need to provide the General Terms and Conditions again to apply to subsequent agreements. 6. Any purchase and/or sales conditions of the other party are expressly rejected.

2. Definitions and formation of the agreement

The order: the agreement between the client and the service provider, whereby the service provider commits to the client, to provide the service offered by her and whereby the client enters into an obligation to pay the service provider for the services to be provided.

Service provider: Atelier dell Arte.

Client (other party): The person on whose behalf the services provided by the service provider are stipulated and who has accepted that stipulation and/or the person for whom the applicable order is ultimately intended.

The order is only established after written acceptance of the service provider whereby the other party has accepted the offer made by dell Arte in writing by letter, by e-mail, by app, even if this acceptance differs from the offer on minor points. However, if the other party's acceptance deviates from the offer on essential points, the contract will only be concluded if dell Arte has expressly agreed to these deviations in writing. 2. The other party is responsible for providing the correct information necessary to execute the order. If the other party has provided incorrect or incomplete information, this will - even if discovered later - irrevocably result in immediate termination of the order without the right to reimbursement of funds already paid, advances, damages and / or compensation. For acceptance to prevent incorrect data, dell Arte may verify the data provided by the other party/consumer in accordance with the privacy statement of the service provider. 3. The other party is fully liable to dell Arte for the obligations arising from the order made. The other party indemnifies dell Arte for any liability towards third parties such as fellow travellers in a company. 4. Additional conditions included in the order or conditions of third parties also form part of these

terms and conditions, but at all times these terms and conditions will prevail over any other conditions.

3. Offers, quotations, prices

1. All offers / quotations from dell Arte are without obligation, unless the services of dell Arte are already being used. If an offer or quotation contains an offer without obligation and this offer is accepted by the other party, dell Arte will be entitled to revoke the offer within 5 business days of receiving the acceptance. 2. The prices charged by dell Arte as well as the prices mentioned in the offers, quotations, price lists, etc. are amounts per person/per accommodation including VAT in Euro, unless otherwise specified. The costs for tourist tax, energy, cleaning, towels, bed linen and pets will be specified separately, as well as the costs of any firewood & wifi. 3. If the offer is based on data provided by the other party and these data prove to be incorrect or incomplete or subsequently change, dell Arte is entitled to adjust the prices listed in the offer. 4. Offers, quotations and prices do not automatically apply to follow-up orders. 5. Descriptions and descriptions in brochures and leaflets, promotional materials and / or on the website of dell Arte, such as measurements, are as accurate as possible but are only indicative. No rights can be derived from these. 6. a). If between the date of concluding the agreement and its execution, dell Arte experiences (cost) price increasing circumstances as a result of laws and regulations, currency fluctuations, transportation costs, energy increases, price changes at third parties or suppliers engaged by dell Arte, dell Arte will be entitled to increase the agreed price accordingly and charge the other party. b). For price increases within 2 months of the conclusion of the agreement, the consumer is entitled to rescind the agreement by written declaration. If the consumer has not indicated to dell Arte within 14 days of notification of the price change that it wishes to use its right to rescind, dell Arte may assume that the consumer has agreed to the price change.

4. Execution of the agreement

1. The agreed date(s) on which the hall space and any guest rooms and property of dell Arte must be made available to the other party will be strictly observed by dell Arte - barring force majeure situations. 2. Agreed times when any other deliveries must be carried out will be observed by dell Arte as accurately as possible. Minor overruns may in no case lead to any form of compensation. 3. Dell Arte is obliged to provide the agreed items mentioned in paragraph 1 of this article unless: (a) there is force majeure on the part of dell Arte; (ex.art. 6:75 BW) the service provider cannot be held liable in any way if there is force majeure. Force majeure is defined as abnormal and unforeseen circumstances beyond the control of the party invoking it. b) The other party does not fully comply with its obligations under the agreement. 4. If it is not possible to deliver the agreed performance or goods to the other party in whole or in part, due to a cause within the scope of the other party, dell Arte reserves the right to immediately terminate the agreement in whole or in part, without prior notice, without judicial intervention, by means of a written statement. Dell Arte will have no obligation to pay damages, costs or interest. 5. The preceding paragraph does not affect the obligation of the other party to pay the agreed or due price, as well as any other costs. 6. Dell Arte is entitled, after consultation with the local competent authority, to dissolve the agreement due to a well-founded fear of disturbance of public order. If dell Arte exercises this authority, dell Arte will not be liable for any damages. 7. All expenses incurred by dell Arte in the execution of the agreement at the request of the other party will be borne entirely by the latter, unless the parties have expressly agreed otherwise in writing. 8. If and to the extent required for the proper execution of the agreement, dell Arte is entitled to have certain deliveries performed by third parties. All this at the discretion of dell Arte. If an offer of service has been made on behalf of another, then this third party

will be jointly and severally liable for the costs arising from the order made. Dell Arte accepts no liability for damage, injury, death resulting from calamities caused by a third party.

5. Obligations of the Other Party

1. The Other Party will ensure that it provides dell Arte with all information required for the execution of the agreement in a timely manner. 2. The other party must use the accommodation and the items put into use in accordance with the purpose of use previously specified by dell Arte. 3. The other party and its guests must comply with the (house) rules established by dell Arte, such as limiting nuisance to the environment and third parties, the prohibition of open flames and a ban on the use of candles and tea lights, etc. Other rules and regulations that apply on and around the grounds of dell Arte must also be observed by the other party and its guests. The (house) rules and other regulations and rules are available in the accommodation for inspection and provided to the other party. For damages resulting from failure to comply with the rules and regulations, the other party is liable. 4. The other party, his/her guests and any third parties engaged by him/her are obliged to scrupulously comply with the user instructions for (kitchen) equipment, the sound system and the like. The other party shall be liable for damage resulting from failure to comply with these instructions. 5. The other party is responsible for the in-house emergency service in the accommodation and must ensure that the requirements and obligations under the Working Conditions Act and related laws and regulations are met in this respect. 6. The other party must check the accommodation and any items given in use for defects after receiving them. The other party must immediately report any defects to dell Arte. If no defects are reported, the accommodation is deemed to be in good condition and the goods are deemed to have been received in good condition. 7. The other party is obliged to keep the accommodation and any items placed in use in good condition during the period of use and is responsible for damage incurred during the period of use. 8. The other party is not permitted to make any changes to the accommodation or the goods given in use without prior consent from dell Arte. 9. Defects to the accommodation and goods in use, as well as damage and loss or theft, must be reported immediately (in writing) to dell Arte, specifying all details. If the obligations in this clause are not met in a timely manner, dell Arte will be entitled to suspend execution of the agreement until the other party has met its obligations. The costs related to the delay and/or the costs for performing additional work and/or other consequences resulting from this will be at the expense and risk of the other party. If the other party fails to comply with its obligations and dell Arte fails to demand compliance, this will not affect dell Arte's right to demand compliance at a later date.

6. Accommodation rental

1. Without prejudice to the applicability of the other articles of these general terms and conditions, this article specifically applies to any agreement between dell Arte and the other party whereby dell Arte rents one or more rooms to the other party for an agreed period. The rental will hereinafter be referred to as "the accommodation". 2. The period of use, price and specific agreements regarding the accommodation will be stated in the agreement. 3. The accommodation can be occupied on the agreed day of arrival at the agreed time. On the agreed day of departure the accommodation must be vacated at the agreed time. 4. The other party and its guests are obliged to use bed linen in the guest rooms. Bed linen can be rented from dell Arte for a fee, unless otherwise agreed upon. 5. Dell Arte may require a deposit from the other party. The deposit, or any balance thereof after satisfaction of dell Arte's claims against the Other Party, will be refunded if, in dell Arte's opinion, the accommodation has been left in a satisfactory condition. Any claims by dell Arte for damages will not be extinguished by this refund. 6. The other party must deliver the accommodation upon departure in the state as he found it at the beginning of the period of use. 7. In case of breach of the rules

contained in these general terms and conditions and/or failure to follow instructions, dell Arte has the right to immediately remove the other party and/or its guests from the accommodation and its grounds, without refund of the rent or part thereof. 8. If dell Arte has a serious suspicion that the other party and/or its guests are acting in violation of the law and/or public order, dell Arte is authorized to access the accommodation. 9. The other party and guests may use the wireless Internet connection available in the accommodation for the appropriate fee. Use of this is at the risk and responsibility of the other party. Dell Arte indemnifies itself against claims resulting from the use of this connection in violation of applicable laws and regulations by it and/or its guests.

7. Use of movable property

1. This Article, without prejudice to the applicability of the other Articles of these General Terms and Conditions, applies specifically to any agreement concluded between dell Arte and the other party for the use of movable property (whether or not by virtue of rental and lease) or any agreement containing an element of the use of movable property. 2. The period of use, price and specific agreements regarding the goods to be put to use will be stated in the agreement. 3. Instructions for use of (kitchen) equipment, sound equipment, etc. must be followed closely by the other party. 4. Dell Arte is entitled to set a deposit to be paid by the other party before the start of the period of use. The deposit, or any balance thereof after satisfaction thereof of dell Arte's claims against the other party, will be refunded if, in dell Arte's opinion, all items have been left undamaged and in their original condition. 5. The other party will indemnify dell Arte against claims by third parties, which claims arise from (the use of) the goods provided by dell Arte for use. 6. The goods will at all times remain the property of dell Arte or third parties engaged by dell Arte. The other party is not allowed to grant other third parties any rights to the goods.

8. Complaints

1. The other party is obliged to immediately bring any complaints about the execution of the agreement - in the broadest sense of the word - to the attention of dell Arte at the time of execution of the agreement, so that dell Arte can be enabled to investigate and resolve the complaints. 2. If complaints are not made known to dell Arte within the aforementioned period, the accommodation and any items put into use will be deemed to comply with the agreement and the agreement will be deemed to have been executed correctly. 3. The expression or filing of complaints does not suspend the other party's payment obligation. 4. In the event of a justified complaint, dell Arte will provide repair or replacement of the item free of charge.

9. Liability

1. Outside the expressly agreed or by dell Arte given warranties, dell Arte accepts no liability for damage, injury, death as a result of calamities caused by third parties. 2. Without prejudice to the provisions in paragraph 1 of this article, dell Arte is only liable for direct damage. Any liability for consequential damages such as trading losses, loss of profits and / or losses suffered, damage caused by delay and / or personal and personal injury, is expressly excluded. 3. The other party/consumer is obliged to take all measures necessary to prevent or limit the damage. 4. If dell Arte is liable for damages suffered by the other party, dell Arte's obligation to pay compensation will at all times be limited to a maximum of the amount paid by its insurer in the case in question. If dell Arte's insurer does not pay out or the damage is not covered by an insurance policy taken out by dell Arte, dell Arte's obligation to compensate will be limited to a maximum of the invoice amount for the delivered performance, accommodation and/or movable property. 5. Dell Arte is not liable to the counterparty/consumer/consumer: a). for damage caused by inexpert use or use contrary to instructions for use or regulations provided by or on behalf of dell Arte; b). For damage to or with

vehicles of the other party on the premises of dell Arte; c). for damage due to loss, theft or damage to property of the other party/consumer; d). for damage to anyone or anything arising as a direct or indirect result of any defect or any quality or circumstance to, in or on any movable or immovable property of which dell Arte is holder, tenant or owner or that is otherwise at the disposal of dell Arte. 6. The other party/consumer, in the cases listed in paragraph 5 of this article, is fully liable for all resulting damages and expressly indemnifies dell Arte for all third party claims for compensation for these damages. 7. For damages resulting from failure to comply with the (house) rules, other rules and regulations and instructions for use of the items or facilities provided by dell Arte, the other party is liable. The other party/consumer expressly indemnifies dell Arte against all third party claims for compensation for these damages. 8. In all cases, the period within which dell Arte can be sued for compensation for established damages is limited to 6 months, calculated from the time when the indebtedness of the compensation was established. 9. Notwithstanding paragraph 8 of this paragraph, the maximum period for the consumer is 1 (one) year. 10. The other party/consumer is liable for all damages that dell Arte and/or any third party is and/or will arise as a direct or indirect result of breach of contract (attributable failure) and / or wrongful act, including violation of house rules, committed by the other party and / or those accompanying him. 11. The limitations of liability in this article do not apply if the damage is due to intentional and / or deliberate recklessness of dell Arte or its executives at management level or if mandatory legal provisions oppose it. Only in these cases will dell Arte indemnify the other party for any third party claims against the other party.

10. Payment

1. Invoicing will take place within 14 working days after receipt of the offer / order accepted by the other party or confirmation of dell Arte. 2. For workshops and vacation weeks, dell Arte is entitled when entering into the agreement with a consumer to charge 100% of the agreed costs, unless otherwise agreed in writing. The agreed amount must be received by dell Arte prior to arrival. 3. For accommodation rentals, dell Arte is entitled, upon entering into the agreement, to require 50% of the agreed costs or rent, plus the separately charged costs, by way of prepayment as security for fulfilment. The remainder must be paid to dell Arte no later than 6 weeks before the agreed date of arrival, unless otherwise agreed. 4. Reservations made within 4 weeks before the start of the rental period must be paid within 8 days of the invoice date. 5. The reservation is only final once the other party has fulfilled its payment obligations. 6. If an invoice or deposit is not paid in full after the expiry of the set term, the other party will owe dell Arte default interest of 2% per month cumulative on the principal amount. Parts of a month will be counted as full months. 7. If no payment is made after a reminder, dell Arte is entitled to charge the other party extrajudicial collection costs. 8. The extrajudicial collection costs referred to in paragraph 7 will be for claims with a principal amount of up to € 25,000.00: a). 15% of the amount of the principal sum over the first € 2,500.00 of the claim (with a minimum of € 40.00); b). 10% of the amount of the principal over the next € 2,500.00 of the claim; c). 5% of the amount of the principal over the next €5,000.00 of the claim; d). 1% of the amount of the principal sum over the next € 15,000.00 of the claim. 9. If the principal amount exceeds € 25,000.00, dell Arte is entitled to charge the other party extrajudicial collection costs over the first € 25,000.00 in accordance with paragraph 7 of this article and, for the remaining € 25,000.00, to charge the other party extrajudicial collection costs equal to 10% over the remaining € 25,000.00. 10. To calculate the extrajudicial collection costs, dell Arte is entitled, after one year, to increase the principal amount of the claim by the cumulative default interest accumulated in that year in accordance with paragraph 6 of this article. If the other party fails to make (full) payment, dell Arte will be entitled to terminate the agreement in whole or in part, without further notice or judicial intervention, by means of a written statement, whether or not combined with a claim for damages. 12. If, prior to the moment of default, dell Arte already has a reasonable suspicion that there are

reasons to doubt the creditworthiness of the counterparty, dell Arte will be entitled to ask the counterparty for proper security. 13. Payments made by the other party will first be deducted by dell Arte from all interest and costs due and then from the due and payable invoices that have been outstanding the longest, unless the other party explicitly states in writing at the time of payment that the payment relates to a later invoice. 14. a). The counterparty is not entitled to set off claims from dell Arte against any counterclaims it may have against dell Arte. This also applies if the other party applies for (provisional) suspension of payment or is declared bankrupt. b). The provisions under a. of this paragraph do not apply if the other party is a consumer.

11. Force majeure

1. In case of force majeure on the part of the other party or dell Arte, dell Arte is entitled to terminate the agreement without judicial intervention by means of a written statement to the other party or to suspend the fulfilment of its obligations towards the other party for a reasonable period of time without being obliged to pay any damages. 2. For the purposes of these General Terms and Conditions, force majeure on the part of dell Arte shall mean: a non-attributable failure by dell Arte, third parties or suppliers engaged by it, or other serious reasons on the part of dell Arte. 3. Force majeure will include: war, riots, mobilization, domestic and foreign riots, government measures, pandemic, strikes within the organization of dell Arte and / or the other party or threat of these etc. circumstances, disruption of the currency relationships existing at the time the agreement was entered into, the loss or damage of the accommodation or the movable property put into use by fire, burglary, sabotage, natural phenomena, etc. as well as problems caused by natural phenomena or government measures.

12. Changes and cancellation

1. Within 14 days after the placement of the order may be cancelled without giving reasons, unless the other party has chosen a specific period and / or customization wishes made known to the dell Arte. 2. Unless the parties have expressly agreed otherwise in writing, the number of persons specified by the other party to stay in the group accommodation can be changed free of charge up to 14 days before the agreed date of execution. Reduction of the number of persons in no case leads to restitution of the amount already paid by the other party or part thereof. 3. For changes within 14 days to the arrival of the other party, dell Arte is entitled to charge administrative costs. 4. "Cancellation" means the termination of the agreement before the agreed date of arrival. 5. Cancellation by the other party is only possible in writing and if at the same time he irrevocably offers to reimburse dell Arte the agreed amounts. Upon cancellation of the rented group accommodation, the other party will pay a fee over the agreed total price to dell Arte, minus deposit and tourist tax. This cancellation fee is: - For cancellation more than 52 weeks before the commencement date, 10% of the agreed price; - For cancellation within 52 to 24 weeks before the commencement date, 35% of the agreed price; - For cancellation within 24 weeks to 16 weeks before the commencement date, 70% of the agreed price; - For cancellation within 16 weeks to 8 weeks before the commencement date, 80% of the agreed price; - For cancellation within 8 weeks before the commencement date, 100% of the agreed price; 6. Dell Arte recommends taking out cancellation insurance specifically for groups when renting group accommodation. For the (individual) consumer participating in workshops or the creative vacation weeks, a personal (continuous) cancellation insurance is sufficient. The amount of the agreement remains due minus the cost of the tourist tax levied. These credits will be returned by dell Arte to the other party/consumer after agreement by both parties on the total cancellation fee, up to 14 days after cancellation. The other party/consumer is responsible for recovering the remaining costs from its insurer. 7. In case the other party/consumer does not appear on the agreed date without cancellation, he/she will owe dell Arte

the entire agreed price for the reserved services. 8. The other party is liable to third parties for the consequences of the cancellation and indemnifies dell Arte in this regard. 9. dell Arte is entitled to terminate an agreement both before the agreed date of arrival and after the agreed date of arrival, without being obliged to pay any compensation to the counterparty/consumer and/or third parties, if there are indications that the meeting to be held is of such a different nature than could be expected on the basis of the announcement by the counterparty or on the basis of the quality of the counterparty and/or its guests, that dell Arte would not have concluded the agreement if it had known of the actual nature of the meeting. If dell Arte exercises this authority, the other party will be obliged to pay the full rent and other costs. 10. The accommodation may not be occupied by more persons than agreed upon in writing. If it appears that there are more occupants than stated, dell Arte has the right to deny the other party access or charge 50 euros per excess person per day. Bringing pets is only allowed if paid for and written permission is given by dell Arte and the house rules are observed. 11. If the use of the accommodation is terminated earlier than the agreed date, the other party is not entitled to a refund of (part of) the rent and/or costs. 12. If a provision in these conditions loses its legal validity, the other provisions in these conditions will remain in full force. 13. With regard to provisions (or part of a provision) that have been declared null and void, are voidable or have lost their validity in another way, the parties will consult with each other in order to reach a replacement arrangement in such a way that the parties will strive to ensure that the purport of these terms and conditions remains intact and is respected as much as possible.

13. Dissolution

1. Without prejudice to the provisions in the other articles of these general terms and conditions, dell Arte is entitled to terminate the agreement, without further notice of default and without judicial intervention, by means of a written statement to the other party, at the time when the other party: a. is declared bankrupt or an application for its bankruptcy is filed; b. applies for (temporary) suspension of payment; c. is subjected to an attachment under execution; d. is placed under guardianship or administration; e. otherwise loses the power of disposition or legal capacity with respect to its assets or parts thereof. 2. The provisions of paragraph 1 of this article shall apply unless the receiver or the administrator recognizes the obligations arising from the agreement as a debt of the estate. 3. The other party shall at all times be obliged to inform the receiver or administrator of the (contents of the) agreement and these general terms and conditions. 4. In the event dell Arte, for whatever reason, proceeds to dissolve the agreement, all that the other party owes dell Arte under any contract will become immediately due and payable in full.

14. Applicable law / competent court

1. The agreement concluded between dell Arte and the other party shall be governed exclusively by Dutch law. 2. Any disputes will be settled by the competent court in the place where dell Arte is located, although dell Arte always retains the power to submit the dispute to the competent court in the place where the other party is located. 3. The consumer is always entitled to choose to settle the dispute by the legally competent court, provided that he makes this choice timely to dell Arte. By timely here is meant: within one month after dell Arte has notified the consumer in writing that it wishes to submit the dispute to the court of its place of business. 4. If the other party is located outside the Netherlands, dell Arte will be entitled to act in accordance with the provisions in paragraph 2 of this article or - at its option - to submit the dispute to the competent court in the country or state where the other party is located.

