

General Terms and Conditions, general section

Art. 1. - Definitions

1. 'Pieterskerk' shall be understood to mean the 'Pieterskerk Leiden Foundation', including its legal successors under general or special title as well as any third parties engaged by it.
2. 'Customer' shall be understood to mean the natural or legal person who wants to enter or has entered into an agreement with Pieterskerk, including its affiliated persons, guests or visitors explicitly included.
3. These General Terms and Conditions apply to all offers, sales and deliveries of goods and services by Pieterskerk, explicitly including any form of rental. No (implicit) waiver of rights can be derived from the fact that Pieterskerk does not always require or has not always required strict compliance with these conditions. Deviating provisions can only be agreed in writing and only by individual agreement.

Art. 2. - Offers/prices

1. All offers and quotations made by Pieterskerk are without obligation, even if an offer or quotation includes a response time. Said amounts are expressed in euros, unless stated otherwise. An offer may be changed or withdrawn if the underlying data of the Customer is incorrect or has changed.
2. All prices stated are exclusive of VAT and additional costs, such as transport, quality control and any levies, unless explicitly agreed otherwise. The relevant provisions of the Agreement not included in these General Terms and Conditions shall apply to consumers.
3. If the Customer acts as agent, representative or as an intermediary on behalf of a third party who will actually receive the services from Pieterskerk, the Customer will be jointly and severally responsible for compliance with the Agreement.
4. All prices charged by Pieterskerk may be indexed annually. Pieterskerk shall also be entitled to make reasonable price adjustments if its costs, including but not limited to costs for staff, auxiliary persons/agencies or transport, have increased significantly since the price was established.
5. In the event Pieterskerk provides the Customer with an example, folder, image, model, website, (test) object, report or comparable item as an indication of the actual good or service to be supplied, this is presumed to have been provided only as a global indication, unless Pieterskerk has explicitly stated that a certain property of such an object may be regarded as guaranteed.

Art. 3. - Performance and delivery

1. If the Customer does not purchase the goods or service on the agreed dates or does not give Pieterskerk the opportunity to perform its contractual performance on the agreed dates, all resulting consequences, even if the purchase is impeded by circumstances that lie within the risk of the Customer, will be entirely at the risk of the Customer. This explicitly includes any additional costs, such as man hours and/or transport or storage costs.
2. Pieterskerk shall be entitled to have any agreed work performed in whole or in part by third parties.
3. The Customer shall ensure that all data of which Pieterskerk indicates that these are necessary or of which the Customer reasonably should understand that these are necessary for the performance of the Agreement are supplied to Pieterskerk in a timely manner. If the data necessary for the performance of the Agreement have not been provided to Pieterskerk in a timely manner, Pieterskerk shall be entitled to suspend the performance of the Agreement and/or to charge the Customer for the additional costs resulting from the delay at the usual rates. The performance period shall not start until after the Customer has made the data available to Pieterskerk.
4. If, during the performance of the Agreement, it becomes apparent that for proper performance of the Agreement it is necessary to amend or supplement the Agreement, the Parties will consult in a timely fashion about amending the Agreement. If the Agreement is amended, whether or not at the direction of the Customer or the competent authorities, the

originally agreed nature, scope, content, price or term of the performance may be affected. The Customer accepts the possibility of such an interim amendment to the Agreement in advance. The statutory scheme applies to Customers who are also consumers.

Art. 4. - Use of the rented property

1. The Customer, as well as all persons affiliated with the Customer, including guests and visitors, must behave in and around the rented property in accordance with normal standards of conduct. They are not allowed to be present in the rented property under the influence of alcohol or drugs. They are obliged to follow all instructions from the staff of Pieterskerk.
2. The Customer must return the rented property in the same condition as it was upon arrival. The Customer must report all damage of which it becomes aware to Pieterskerk without delay. The Customer must compensate Pieterskerk for any damage arising in or to the rented property or its inventory during use. Damage also includes the theft of any inventory or property of Pieterskerk during use.
3. The right to use the rented property is vested exclusively in the contract party. Subrenting or any form of renunciation of the rented property for the benefit of a third party is not permitted without written consent from Pieterskerk.

Art. 5. - Payment

1. Pieterskerk shall be entitled to demand an advance payment from the Customer at any time. If the Customer is a consumer, the Customer can only be obliged to pay a maximum of half of the agreed price in advance, unless a higher percentage has been agreed in the Agreement but outside these General Terms and Conditions. Pieterskerk may suspend the performance under any circumstances until the relevant advance payment has been received into the specified bank account of Pieterskerk.
2. Payment of invoices must be made within 14 days after the invoice date. The Customer waives any right to set off its payment obligation towards (or in connection with any (alleged) claim of the Customer against) Pieterskerk. The Customer shall not be entitled to suspension, unless the Customer is a consumer, in which case the statutory scheme applies.
3. If the Customer fails to meet the payment obligation in a timely manner, the Customer shall be in default by operation of law. The occurrence of default of the Customer will render any claims of Pieterskerk against the Customer immediately due and payable. After the occurrence of the default, Pieterskerk shall be entitled to charge 1.5% interest per month on the outstanding amount from the day that the Customer is in default until the moment of full payment. A part of a month will always be considered as a whole month. In deviation from the foregoing, an interest of 1% per month will apply if the Customer is a consumer.
4. In the event the Customer fails to meet the payment obligation in a timely manner, the Customer forfeits an immediately due and payable penalty of 15% of the corresponding invoice amount. This penalty shall apply in addition to the provisions of paragraph 3 and Pieterskerk's right to recover damages actually suffered from the Customer. If the Customer is a consumer, the statutory scheme on extrajudicial costs shall apply.
5. The Customer is obliged to fully reimburse all judicial and extrajudicial costs incurred by Pieterskerk that arise from its improper performance of the Agreement, explicitly including attorney's fees.
6. The obligations of the Customer become immediately due and payable if the Customer is declared bankrupt, or applies for a provisional suspension of payments, or (if the customer is a natural person:) is admitted to the statutory debt repayment plan (WSNP), or by attachment, or placing under guardianship or otherwise loses the power of disposal over his or her assets or loses parts thereof, unless the trustee or administrator recognizes the obligations arising from the Agreement as hereditary debt.
7. The Customer shall not be permitted to encumber any (partial) claims against Pieterskerk with a security right, transfer them to third parties or encumber them in a similar manner. This provision has effect under property law as referred to in Section 3:83 (2) of the Dutch Civil Code.
8. Under the provisions of Section 2:346 (1) (e) of the Dutch Civil Code, Pieterskerk shall at all times be authorised to make a request for an inquiry with regard to a Customer who is not a natural person (and the group it forms part of).

Art. 6. - Termination and force majeure

1. Pieterskerk shall be entitled to terminate the Agreement with the Customer (prematurely) without stating reasons and without being liable for any damage caused to the Customer as a result. Partial performances already delivered must be

paid to Pieterskerk by the Customer in proportion to the extent to which the service has been performed in relation to the entire service.

2. Upon performance of the Agreement, the date of performance by Pieterskerk and/or (performance) periods shall be extended by the period during which Pieterskerk is prevented from fulfilling its obligations due to force majeure.
3. Force majeure on the part of Pieterskerk exists if Pieterskerk is prevented from fulfilling its (preparatory) obligations under the Agreement after the conclusion of the Agreement as a result of, for example, urgent monument care or restrictions of a monumental nature, (civil) war, danger of war, terrorism, riot, molestation, vandalism, fire, water damage, flood, strike, industrial occupation, epidemics, import and export barriers, government measures, breakdown of machinery, physical or mental illness of persons important to the contract, disruptions in the supply of data and utilities, all this in the broadest sense of the word and applicable both to Pieterskerk's company and third parties from whom Pieterskerk must purchase the necessary goods in whole or in part, as well as during storage or during transport, whether or not under its own management, and furthermore for all other causes that are beyond the fault or the sphere of risk of Pieterskerk.
4. Pieterskerk shall also have the right to invoke force majeure if the circumstance that prevents (further) fulfilment occurs after Pieterskerk should have fulfilled its obligations or while the Agreement has already been partially performed.
5. If the performance is delayed by more than two weeks due to force majeure, both Pieterskerk and the Customer shall be entitled to terminate the Agreement. If this is the case, Pieterskerk shall be entitled to compensation for the services already delivered and costs incurred.

Art. 7. - Guarantees and complaints

1. Pieterskerk guarantees that its performance to the Customer is suitable for normal use and meets the legal requirements applicable in the Netherlands during the agreed period of use. If a good delivered or a service provided by Pieterskerk was the responsibility of a third party and was delivered by Pieterskerk to the Customer without substantive change, the warranty that Pieterskerk grants on this product shall be limited to the warranty provided by this third party.
2. It is the responsibility of the Customer to ensure the inspection of the goods or service delivered for quality, quantity, correctness, other important characteristics, etc.
 - a. Complaints with regard to any visible or observable defect with regard to the performance of Pieterskerk must be reported to Pieterskerk as soon as possible and during the performance of the services and provision of goods, but in any case, such a complaint must be submitted to Pieterskerk in writing by a professional Customer no later than within eight days and by a consumer-customer at the latest within two months after performance.
 - b. Complaints relating to any hidden or invisible defects in the performance of Pieterskerk must be reported immediately to Pieterskerk in writing, but for professional Customers within eight days and for consumer-customers within two months of discovery.

If the Customer does not report a complaint in time as indicated in this article, all rights of the Customer against Pieterskerk in respect of the alleged defect in the performance shall lapse.

3. Any form of guarantee on a performance lapses if a defect has arisen as a (direct or indirect) result of abnormal, injudicious or improper interference by the Customer. This also applies when without written permission of Pieterskerk changes are made to the performance by the Customer or by third parties.
4. The Customer cannot invoke Sections 6:228 and 6:230(1) of the Dutch Civil Code.

Art.8. - Liability

1. Should Pieterskerk be liable on any grounds whatsoever, this liability will be limited to the provisions set out in this article. This article takes precedence over the liability scheme set out in the House Rules.
2. Pieterskerk shall not be liable for damage of any kind arising from Pieterskerk's reliance on incorrect and/or incomplete data provided by or on behalf of the Customer. Pieterskerk shall not be liable for any damage resulting from force majeure. Pieterskerk shall not be liable for theft of and/or damage to goods that, in connection with the contract, have been brought into the rented property by the Customer or by third parties, or have been left behind in or near the rented property; neither shall Pieterskerk be liable for the consequences of accidents suffered by the Customer; the Customer enters the rented property at his or her own risk.
3. Any liability of the Pieterskerk for indirect damage to the Customer (and/or third parties), including consequential damages, lost profits, lost savings and (business) stagnation is excluded. In the case of a consumer purchase, this provision shall not

- extend beyond that permitted under Section 7:24(2) of the Dutch Civil Code.
4. Pieterskerk is only liable for direct damage suffered by the Customer (and only if the shortcoming is reported in a timely manner according to Art. 7(2)). This liability shall never exceed the amount paid out by the insurer of Pieterskerk in the relevant situation. If, for whatever reason, the insurance company makes no payment or does not cover the specific situation, the compensation shall be no more than twice the invoice value (excluding VAT) of the (partial) service that caused the damage, on the understanding that liability of Pieterskerk in such a case shall never exceed € 5,000.00.
 5. Direct damage exclusively includes:
 - a. the reasonable costs to establish the cause and extent of the damage, to the extent that the establishment relates to damage under these terms and conditions;
 - b. any reasonable costs incurred to bring Pieterskerk's defective performance into conformity with the contract, unless Pieterskerk cannot be held responsible for this defect;
 - c. reasonable costs incurred to prevent or mitigate damage, insofar as the Customer can prove that these costs have led to the limitation of direct damage under these General Terms and Conditions.
 6. The Customer cannot invoke Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code. Furthermore, the Customer shall indemnify Pieterskerk against all (liability) claims that third parties make against Pieterskerk in connection with the Agreement. Upon request, the Customer is required to provide Pieterskerk with all the (written) information about the (past history and relationship with the) third party. In the event third parties assert a claim against Pieterskerk, the Customer is required to assist Pieterskerk both judicially and extrajudicially and to do without delay all that is necessary for a successful legal defence. Should the Customer fail to do so, Pieterskerk shall be entitled to do so itself, without notice of default being required. All costs and damages on the part of Pieterskerk shall be borne by the Customer.
 7. If it is established that the Customer's complaint is unfounded, the costs incurred by Pieterskerk, including costs for the investigation, shall be borne in full by the Customer.
 8. The limitations of liability for direct damage contained in these conditions shall not apply if the damage is due to intent or gross negligence of Pieterskerk or its subordinates.

Art. 9. - Intellectual property and copyrights

1. Without prejudice to the other provisions of these General Terms and Conditions, Pieterskerk reserves the rights and powers to which it is entitled under the Copyright Act and all other intellectual laws and regulations. No permission to use the intellectual property of Pieterskerk can be derived from the Agreement between Pieterskerk and the Customer, unless this is explicitly stated.
2. All documents, such as reports, advice, agreements, designs, sketches, drawings, software, etc as well as goods provided by Pieterskerk are exclusively intended for use by the Customer and may not be reproduced, published or made available to third parties by the Customer without prior written consent of Pieterskerk, unless the nature of the documents provided indicates otherwise. The Customer is not allowed to register himself or herself or a third party as rightful owner of any intellectual property of Pieterskerk.
3. Pieterskerk shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, provided that no confidential information shall be brought to the notice of third parties when doing so.
4. If the provisions of this article are violated, the Customer will forfeit an immediately payable penalty of € 25,000 per individual violation as well as per day or part thereof that the violation takes place or has taken place. This penalty shall apply in addition to Pieterskerk's right to recover damages actually suffered from the Customer.

Art. 10. - Confidentiality

1. The Customer is obliged to keep all information he or she obtains as a result of the (business) relationship with Pieterskerk, whether intended or unintended, and of which the Customer knows or should suspect that Pieterskerk could have (theoretical) interest in its confidentiality, including but not limited to all possible financial data and all forms of intellectual property, secret from third parties.
2. If the Customer engages third parties who could possibly become acquainted with the information referred to in paragraph 1, the Customer shall impose a contractual confidentiality on these third parties that is at least equal to the provisions of these terms and conditions.

3. The confidentiality obligation shall not apply if a Party is obliged to disclose information as a result of a statutory provision or a court judgment that has the force of res judicata.

Art. 11. Other provisions

1. All agreements to which these provisions apply are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded. Except when the contract has been entered into by consumers, all disputes between the Parties shall be submitted exclusively to the competent court in the Dutch city in which Pieterskerk is located. Only Pieterskerk also has the right to put a matter before the judge who is competent according to the legal provisions.
2. Without prejudice to the provisions of paragraph 1 of this Article, the Customer and Pieterskerk agree, at the sole discretion of Pieterskerk, to submit a dispute to an arbitration institution of Pieterskerk's choice. If the Customer is a consumer, Pieterskerk will communicate this decision in writing, after which the consumer can choose within one month to settle the dispute by the legally competent court. This right shall lapse after expiry of this period.
3. If and insofar as these General Terms and Conditions prove to be contrary to any mandatory provision of national or international law, only this provision shall be considered as not agreed upon, and the rest of these General Terms and Conditions shall continue to bind the Parties. In that case, the Parties undertake, in consultation, to agree on a new provision that corresponds to the extent possible to the intention of the Parties in the provision that has proved to be non-binding.
4. Pieterskerk may at any time amend and/or supplement these General Terms and Conditions and declare the new version applicable to the Customer, provided that Pieterskerk observes an effective period of two months after informing the Customer in writing of the amendment. From the end of this period, the Customer shall be bound by the new terms and conditions, unless he or she has terminated the contractual relationship with Pieterskerk by that date at the latest. The Customer shall not be liable for any more costs on account of such termination than under other circumstances.
5. If these General Terms and Conditions are translated into a language other than Dutch, the Dutch language shall prevail in the interpretation thereof.

Specific part of the General Terms and Conditions for ticket sales by Pieterskerk

Article 12. Ticket sales

1. This article applies to any Agreement between the Pieterskerk and a Customer who is a natural person and concerns the purchase of one or more tickets to attend a performance, show or event.
2. House Rules apply to all persons present in and around the Pieterskerk. The Customer referred to in paragraph 1 shall observe these House Rules and actively promote the observance of these House Rules by third parties in his or her company. In case of conflict between the provisions of the General Terms and Conditions and the House Rules, the General Terms and Conditions shall prevail, unless Pieterskerk decides otherwise.
3. Art. 4. Art. 4 shall apply on the understanding that instead of 'rented property', it shall read 'the location where the event takes place'.
4. In deviation from the first sentence of Art. 5.2, the entrance fee must be paid in full prior to the event. Pieterskerk shall be entitled to increase the agreed price by € 2.50 for administration costs.
5. The Customer referred to in paragraph 1 may cancel the Agreement up to 48 hours before the start of the event against surrender of the relevant admission ticket (if applicable) and simultaneous payment of €2.50.

House Rules applicable to the rented property, as referred to in Art. 12:

1. These House Rules apply to anyone who is in the buildings or on the grounds managed by the Pieterskerk Leiden Foundation (hereinafter referred to as 'Pieterskerk'). Hereinafter, such persons will be referred to as 'visitors'.
2. Visitors are not permitted to carry the following: a. food and drink that they have brought with them; b. dangerous objects, including weapons, knives, glass and/or tins; c. (soft/hard) drugs and alcohol that they have brought with them; d. toxic, highly inflammable or explosive materials, fireworks; e. skates, bicycles, steps, skateboards, etc; f. (domestic) animals, unless they are on a leash; g. professional photographic equipment, video and audio equipment; h. flags or flagpoles, i. drones and similar objects; j. selfie sticks and k. all other items that in the opinion of the Pieterskerk are not allowed.
3. The Pieterskerk is allowed to check visitors, both on entry and during the visit, for the possession of items prohibited under these regulations by physically searching clothes and shoes (whether or not worn on the body) and items carried by the visitor.
4. The Pieterskerk is at all times entitled to temporarily take possession of items of a visitor that are not permitted under these regulations. The visitor is entitled to receive a receipt.
5. It is forbidden for visitors to a. smoke, b. be noticeably under the influence of alcohol or drugs, c. provide alcohol to visitors under the age of 18, d. trade without prior permission from the Pieterskerk, e. distribute leaflets, flyers and other expressions of a commercial, political or idealistic nature, f. block paths, (emergency) exits, stairways or fire extinguishers, g. walk on the non-public parts of the buildings and grounds, h. stand on chairs, climb on structures or stages, stage dive and/or crowd surf, i. throw things, including liquids, j. express themselves in a way that is offensive or disruptive to the order in terms of their behaviour, what they say and/or what they write.
6. Visitors are required to dispose of their waste separately where possible.
7. It is allowed to make (digital) audio and video recordings, provided that no commercial purposes are pursued.
8. At request of the Pieterskerk, visitors are obliged to show a valid identification and/or an admission ticket.
9. Visitors must at all times follow the instructions of the Pieterskerk and persons authorised on their behalf.
10. The Pieterskerk retains the right to deny access to the buildings and grounds to anyone without having to give a reason or this person being entitled to any compensation.
11. The Pieterskerk is entitled to stop and/or deny further access to the Pieterskerk and to remove any visitor who is in conflict with one of the rules mentioned in these regulations, does not follow the instructions of the Pieterskerk and/or who in any other way behaves in a disruptive or annoying way. The Pieterskerk is entitled to completely evacuate the buildings and grounds if in its opinion there is reason to do so. In all such cases, the Pieterskerk shall not be obliged to refund (part of) the entrance fee paid by the visitor.
12. Visitors may be exposed to noise levels exceeding 80 dBA. Wearing hearing protection is the responsibility of the visitors.
13. Visitors visit the buildings and grounds of the Pieterskerk at their own risk. If it is established in court that the Pieterskerk is liable for damage suffered by a visitor during or as a result of the visit, this liability shall never exceed the amount that the insurer of the Pieterskerk will pay to the visitor in the relevant case. If, for whatever reason, the insurance company makes no payment or does not cover the specific situation, the liability shall be limited to three times the entrance fee paid by the visitor to the Pieterskerk. If no entrance fee has been paid, a maximum compensation of € 1,000.00 applies in any case.

Additional rules during events (all matters other than regular public access to the monument)

14. The Pieterskerk reserves the right to set additional rules during events, such as a dress code or further restrictions on the items visitors may carry.
15. Visitors are required to turn off the sound on their mobile phones during the performance of the event.
16. (Domestic) animals are prohibited unless they demonstrably support the visitor's well-being, as in the case of guide dogs for the blind or psychiatric assistance dogs.
17. Visitors must show a valid ticket at the entrance and at every request of the Pieterskerk.
18. Visitors aged 16 and under are only allowed to attend events if accompanied by an individual visitor above that age.
19. It is not permitted to make (digital) audio and video recordings.

20. If a visitor arrives after the indicated starting time, the Pieterskerk will decide whether the visitor will still be admitted or will only be admitted during a possible break.
20. The Pieterskerk and parties authorised on behalf of the Pieterskerk are entitled to make sound and visual recordings of visitors to an event. The Pieterskerk is entitled to use these recordings for its own purposes (commercial or otherwise) and/or to make them available to third parties.
21. The Pieterskerk Leiden processes personal data of its visitors in accordance with the General Data Regulation; see also the Privacy Statement, available on our website www.pieterskerk.com.