# General Terms and Conditions pertaining to venue hire tenders and agreements Eye Sales & Events

*November 2026*

**Article 1 | General provisions – Definitions**

1.1 "Stichting Eye Filmmuseum", hereinafter called "Eye", is understood to mean: the legal entity that has received an assignment from Client for the organisation and execution of an Event.

1.2 "Client" is understood to mean: the natural person or legal entity who has entered into and/or wishes to enter into an Agreement with Eye for the organisation of an Event.

1.3 Eye and Client are commonly addressed as "Parties".

1.4 "Agreement" is understood to mean: The Agreement in which the Client, based on the Tender, has given the assignment to Eye to organise and execute an Event.

1.5 "Tender" is understood to mean: the offer from Eye with regard to the services that Eye supplies, the activities that Eye carries out and/or the space(s) that Eye rents out, stating the corresponding prices, dates and other particulars and/or special provisions.

1.6 "Production Date" is understood to mean: the (first) day on which by virtue of an Agreement an Event to be organised or executed by Eye will take place, or preparatory activities therefor will be carried out.

1.7 "Location/time" is understood to mean: the location and time agreed with Client for the execution of a(n) (part of an) Event.

1.8 "Price" is understood to mean all amounts that Client is due or will become due because of or by virtue of the Agreement to Eye.

1.9 "Additional Work" is understood to mean: all services supplied to Client by or by assignment of Eye that are not included in the Agreement.

1.10 "Reduced Work" is understood to mean: all services that have indeed been agreed upon between Parties in the Agreement, but that are not/will not be utilised by Client.

1.11 "Event" is understood to mean: a business and/or festive activity, presentation or a reception, such in the broadest meaning of the word, which takes place at Eye.

1.12 "Guest" is understood to mean: The Client in as far as he is a natural person, and each visitor that enters Eye at the invitation of the Client and/or Eye in order to attend the Event there, including anyone who by assignment of or in collaboration with the Client carries out activities during the Event, the construction period, including the clearance and deconstruction, not being a person who is employed or contracted by Eye.

1.13 "Building" is understood to mean: the (museum)building used by Eye situated on IJpromenade 1, Amsterdam unless explicitly agreed to otherwise between Parties.

1.14 "General Conditions" are understood to mean: these General Terms and Conditions pertaining to venue hire tenders and agreements Eye Sales & Events. These can be found on the website www.eyefilm.nl and will also be provided to Client upon request.

1.15 "Visiting Conditions" are understood to mean: the General Visiting Conditions of Eye. These can be found on the website www.eyefilm.nl and are available at Eye, and can be sent to you upon request.

1.16 "Privacy Statement" is understood to mean: the Privacy Statement of Eye as can be found on the website www.eyefilm.nl and is available at Eye and can be sent to you upon request.

**Article 2 | Applicability of Conditions**

2.1 The General Conditions apply to all Tenders, offers and agreements to which they are declared applicable by Eye, as well as to all Tenders, offers and agreements that are a continuation thereof.

2.2 The general conditions of Client do not apply. Eye expressly rejects those conditions.

2.3 Deviations from and additions to the General Conditions only apply if they have been expressly agreed upon in writing between Parties.

2.4 Apart from the General Conditions, the Visiting Conditions and the Privacy Statement always apply to the Agreement as well. The Visiting Conditions and the Privacy Statement constitute an integral part of the General Conditions. Eye is always entitled to modify the Visiting Conditions and the Privacy Statement in as far as this concerns reasonable modifications, even after the conclusion of the Agreement between Parties.

2.5 If one or several provisions in the General Conditions are or would become null and void for any reason whatsoever, this does not impede the validity of the other provisions. Parties shall, by mutual consultation, replace the invalid provisions with valid provisions that match the intent and purpose of the invalid provisions as closely as possible.

2.6 If and in as far as the General Conditions should deviate from the Visiting Conditions, the General Conditions prevail. If and in as far the Agreement should deviate from the General Conditions and the Visiting Conditions, the Agreement prevails. In all circumstances, the Privacy Statement prevails over the Agreement, the General Conditions and the Visiting Conditions.

**Article 3 | Tenders**

3.1 All Tenders of Eye are non-binding and subject to conditions. Information provided by Eye or in connection with the Tenders is approximate. As long as there is no Agreement as intended in Article 5, Eye is entitled to revoke or modify Tenders without stating the reasons thereto.

3.2 In its Tenders Eye may assume the correctness of the information provided by the Client.

3.3 Tenders can only be accepted in full and unconditionally. Partial acceptance is not permitted and results in the respective Tender lapsing.

**Article 4 | Option term**

4.1 Taking an option on one or several dates for the benefit of an Event to be organised is only valid if this is indicated or confirmed by Eye in writing.

4.2 Options are – unless expressly agreed otherwise – valid for 7 (seven) days. If Client has not converted the option into a final booking by confirming it in writing within that term, the option will legally lapse immediately upon expiry of that term.

4.3 If Eye can conclude a final agreement within the ongoing option term with a third party, Eye can request from the Client that he converts the option into a confirmed booking within 24 hours. In default hereof the option legally lapses and Eye shall be free to conclude an agreement with an interested third party.

**Article 5 | Agreement**

5.1 An Agreement between Eye and the Client only materialises after a Tender has been approved by Client in writing. Until the Tender is signed by Client, Eye is always entitled to renounce any assignment for the benefit of Client without stating the reasons thereto.

5.2 Eye shall execute each Agreement to the best of its ability and is entitled to engage third parties at and for the execution of an Agreement.

5.3 If Eye concludes an Agreement with several Clients, all Clients are fully and severally liable for the full compliance with all obligations pertaining to the Agreement.

5.4 If Eye concludes an Agreement with an intermediary, the intermediary shall be fully (co-)responsible apart from possible other Clients for the full compliance with all obligations pertaining to the Agreement. Partial or full payment of the amount due by the Client shall equally acquit the intermediary.
5.5 If Eye concludes an Agreement with an intermediary, Eye shall never be due any commission or provision to that intermediary, unless expressly agreed otherwise in writing.
5.6 Client is not authorised to transfer his rights pertaining to an Agreement to third parties without the written permission from Eye.
5.7 Modifications to an Agreement are only valid if they have been recorded and approved of in writing between Parties.

**Article 6 | Additional Work and Reduced Work**

6.1 If an Event takes longer than was agreed between Parties, this shall be regarded as Additional Work, unless the longer duration was caused by gross negligence or intent on the side of Eye.
6.2 In as far as modifications / adaptations cause Additional Work, this shall be at the expense of the Client and this Additional Work shall be invoiced to him separately. Additional Work has to be indicated to and confirmed by the Client in writing (per e-mail) prior to the execution thereof. If there is no written agreement between Parties regarding the amount of these costs, Eye is entitled to charge Client for this Additional Work in conformity with the going market rate.
6.3 Reduced Work is not compensated by Eye unless agreed otherwise in writing, or unless the Client makes use of the cancellation clauses as included in Article 7.
6.4 Upon increasing the number of Guests before the Production Date, as well as when it turns out on the Production Date that the number of Guests exceeds the amount that was agreed upon in writing, this will be regarded as Additional Work. The Client will be invoiced separately for this Additional Work. With regard to the number of Guests that have visited the Event, the count as executed by Eye is regarded as binding.

**Article 7 | Suspension / cancellation**

7.1 Eye is authorised to suspend or cancel the execution of an Agreement as soon as Eye has reasonable fear and/or a reason to assume that Client will not (be able to) (fully) comply with his obligations pertaining to this (or other) Agreement(s).
7.2 Cancellation by Client should be done in writing, stating a date. No rights can be derived by the Client from a verbal cancellation. A cancellation is only regarded as such when it has been signed by Client and is in the possession of Eye.
7.3 In case of postponement or (partial) cancellation by Client, he is obliged to pay remuneration to Eye based on the following calculation method:
(a) In case of cancellation more than 6 (six) months before the Production Date, a percentage of 10% of the Price applies;
(b) In case of cancellation 6 (six) months or less but more than 4 (four) months before Production Date, a percentage of 20% of the Price applies;
(c) In case of cancellation 4 (four) months or less but more than 2 (two) months before Production Date, a percentage of 50% of the Price applies;
(d) In case of cancellation 2 (two) months or less but more than 1 (one) month before Production Date, a percentage of 75% of the Price applies;
(e) In case of cancellation 1 (one) month or less before Production Date, a percentage of 100% of the Price applies.
7.4 In case of postponement or cancellation by Client of the exclusive venue hire of the whole building, including an Eye Bar & Restaurant buy-out, he is obliged to pay remuneration to Eye based on the following calculation method:
(a) In case of cancellation more than 8 (eight) months before the Production Date, a percentage of 10% of the Price applies;

(b) In case of cancellation 8 (eight) months or less but more than 6 (six) months before Production Date, a percentage of 50% of the Price applies;
(c) In case of cancellation 6 (six) months or less before Production Date, a percentage of 100% of the Price applies.

7.5 If the Client postpones the Event, this is regarded as cancellation, unless a new Production Date is set in mutual agreement with Eye on which the Event can take place, and agreement has been reached with regard to the buy-out sum, in which the costs already made by Eye prior to the postponement – insofar as applicable – shall be taken into account.

7.6 In case of a partial cancellation, the percentages mentioned in Articles 7.3 and 7.4 shall be applied to that part of the Price that is related to the number of Guests and/or programme part and/or activity to which the partial cancellation is related.

7.7 In case the Event is not cancelled but does not partially or in full take place through the fault of Client, remuneration based on the percentage of 100% of the Price applies as well.

7.8 Costs incurred by Eye, as a direct result of changes made by Client to the Event, of any nature, not being a cancellation, within 7 (seven) working days before Production Date, will be billed to Client by Eye. This includes, but is not limited to, personnel costs.

**Article 8 | Price, invoicing and payment**

8.1 The Client is obliged to pay the Price as it has been agreed upon. If and insofar as the Tender has been approved by the Client more than 12 (twelve) months prior to the Production Date, the Price can be modified by Eye by means of price increases that occurred at the time of the Event. Possible modifications in the VAT rate and/or other taxes (including but not limited to the city tax) can at all times be passed on to Client.

8.2 Unless expressly stated otherwise in the Tender, all amounts are in euro, excluding VAT and other government levies and excluding third party levies. Modifications of these levies shall always be passed on to Client.

8.3 Eye may at any time require the Client to pay a security deposit to Eye. The security deposit received shall be administered thoroughly and serves exclusively as a security for Eye.

8.4 Eye uses the following payment scheme, unless otherwise agreed upon in the Tender, to be settled within 3 weeks after invoice date:
- If and insofar as the Price amounts to at least €3,500 (three thousand five hundred euros) and the Tender has been accepted by Client within 6 (six) weeks prior to the Production Date, Client should have paid within 21 (twenty-one) calendar days after invoice date 50% of the total Price. After receipt of the confirmation of acceptance of the Tender by the Client, Client will receive an advance invoice for this from Eye.
- The final invoice will be sent by Eye after the Event and this should be settled within 21 (twenty-one) calendar days after the invoice date by the Client.

8.5 Eye shall be entitled to settle the Price as agreed with Client with what the latter has paid as a means of advance payment and/or security deposit to Eye. A possible positive balance to the benefit of Client shall be repaid by Eye to Client as soon as possible.

8.6 If the Client is in default with paying the advance payment, this is without further notice of default regarded as a cancellation of the Agreement, and the provisions stated in Article 7 shall apply accordingly.

8.7 If the Client is in default paying the final invoice within the term indicated, the Client is legally in default.

8.8 Delays in or (partial) impossibility to comply with (a part of) the Agreement caused by too late or faulty payment by the Client, shall always be at Client's risk.

8.9 Without the express written permission from Eye, Client shall not suspend his payment obligations nor settle what he is due with what he possibly has to claim from Eye.

8.10 If Client is in default with the payment of any amount, a negligence interest is owed by him to Eye over the amount due, from the day on which the default started. This interest is equal to the legal (commercial) interest rate, increased by two percentage points, with a minimum of 10% per year.

**Article 9 | Responsibilities and rights of Eye**

9.1 Eye shall, to the best of its ability, provide the agreed services at such quality level which may in all reason be expected from Eye in view of all circumstances.

9.2 Eye shall make the space(s) in which the Event will take place, available to Client at the agreed Production Date. Eye is authorised to offer other suitable space(s) instead of the agreed space(s), unless this must be regarded as manifestly unfair and apparently as too inconvenient for the Client. In the latter case a solution suitable for the Client will be searched for in proper consultation between Parties.

9.3 Eye shall execute the Agreement with the due diligence of a contractor and with due regard of the social responsibility that rests on it.

9.4 For the benefit of the Client, Eye shall appoint a contact person in due time, who will be made responsible for the organisation and execution of the Event. This person is authorised to represent Eye towards the Client.

9.5 The Agreement between the Client and Eye is not exclusive for the whole Building, unless stated or agreed otherwise.

9.6 If and insofar as the Client makes use of services of third parties for the benefit of the Event (especially suppliers), he should consult with Eye on this in advance. The latter is authorised to reject the proposed collaboration with one or more third parties and deny them access to Eye. Eye shall not make use of this competence other than on reasonable grounds.

9.7 Eye does not vouch for the presence of a certain exhibition and/or collection or parts thereof or for special activities at Eye during the Event, unless agreed otherwise.

9.8 Eye is authorised – if necessary without prior warning – to immediately (temporarily) suspend its services if Client and/or his staff and/or Guest(s) to the judgment of Eye does/do not or not sufficiently comply with the Visiting Conditions and/or other obligations in light of the Agreement and these General Conditions and/or does/do not behave sufficiently correctly and therewith endanger the safety inside or around the Building and/or public order.

9.9 Eye is authorised – if necessary without prior warning – to deny Client and/or (one of) his Guest(s) access to Eye if to the judgment of Eye the Visiting Conditions, and/or other obligations in light of this Agreement and General Conditions are not or not sufficiently complied with, indecent behaviour is concerned, or the impression exists that there is a serious risk that this person/these persons (could) endanger the safety and/or public order.

**Article 10 | Responsibilities and obligations of Client**

10.1 Client is responsible for the actions and inactions of his Guest(s) as well as of those of third parties he has contracted as well as of his staff, in light of an Event organised or executed by virtue of an Agreement between Parties.

10.2 As far as goods and materials are being used that are made available by Eye or third parties contracted by Eye, the Client is obliged to deliver these goods or materials back to Eye or these third parties in the same condition as they were received by Client.

10.3 Client may only use the space(s) and service(s) made available by Eye for the purpose that has been agreed upon between Parties and for which these are reasonably suited.

10.4 Client may not exceed the maximum number of Guests as stated in the Agreement during the Event. Eye is authorised to deny Guests who exceed this maximum amount access to the space(s) for safety reasons and/or for logistics reasons.

10.5 Client should inform himself of the (most current) Visiting Conditions and always immediately and fully observe those, as well as instructions by or on behalf of Eye. Client should also see to it that he imposes the Visiting Conditions and House Rules on his Guests as well as third parties and staff contracted by him. The Client vouches that his Guests and contracted third parties and staff will comply fully with all applicable rules and regulations.

10.6 Connection of electric equipment to the electricity network of Eye by or on behalf of Client is only permitted on the groups indicated by Eye.

10.7 Client is not permitted to make modifications and/or additions to (the environment of) the Building unless agreed otherwise. After the Event, Client shall leave Eye, especially the space(s) made available by Eye to Client, undamaged and in the same condition as when Client received them.

10.8 It is Client's sole responsibility to acquire any necessary permits in time. Applications thereto should always be filed in consultation with Eye. If and when any necessary permits are not granted to Client in time, this is fully at the expense and risk of the Client and cannot constitute a reason for the cancellation of the Event without applying the cancellation regulations as stipulated in Article 7.

10.9 Client is responsible for paying any BUMA royalties due (BUMA being the Dutch music rights organisation), insofar as these are not already covered by the licence agreement concluded by Eye with BUMA. In that case, Eye shall provide Client's details to BUMA for inspection.

10.10 Client should see to it that his Guests will only access the space(s) that is (are) thereto mentioned as such in the Agreement.

10.11 Client should see to it that he and his Guests cooperate with possible security checks pertaining to persons, jackets, bags, etc.

10.12 If and when Client expects that press will be present at the Event, he will make this known in good time (but no later than 14 days before the Production Date) to Rachel Voorbij, Press and PR Manager at RachelVoorbij@eyefilm.nl.

**Article 11 | Liability of Eye**

11.1 Client and his Guests visit Eye fully at their own risk. Eye shall never be liable for damage, unless immediate damage directly results from not, not timely, or not properly complying with the Agreement as a result of intent or gross negligence on the side of Eye.

11.2 Under no circumstances shall Eye be obliged to pay damages higher than the lowest of the following three amounts:
(a) the Price;
(b) the amount paid out by the insurer of Eye with regard to the damage; or
(c) an amount of €25,000.

11.3 Liability of Eye for indirect damage, including consequential damage, lost profit or salary, missed savings et cetera, is excluded. In any event, Eye excludes its liability for all sorts of indirect, business and/or consequential damage.

11.4 Eye shall never be liable for damage to or in relation with goods that have been deposited with or given into the care of Eye in the context of the Event by Client or its Guest(s) unless these damages are the direct result of intent or gross negligence on the side of Eye.

11.5 Eye only provides advice free of obligations. Eye shall never be liable for the content and/or the consequences of the advice provided by Eye.

11.6 Eye excludes its liability for all sorts of damage to or with vehicles of Client and/or his Guests.

11.7 Client and his Guests are fully responsible for the personal belongings brought along by them. Under no circumstances is Eye liable for damage to or loss of the aforementioned personal belongings (including but not limited to money, jewellery and electronics) unless this damage or loss is the direct result of intent or gross negligence on the side of Eye.
11.8 Any claim by the Client for compensation for damage must be notified to Eye within a reasonable period, no longer than 8 (eight) calendar days after the day on which Client became, or reasonably could have become, aware of both the damage and Eye's liability. Client's ability to receive compensation of damage expires 12 (twelve) months after the occurrence of the event that caused the damages.

**Article 12 | Liability of Client**

12.1 During the Event (the period of construction, clearance, and deconstruction included) Client should vouch for and is responsible for all behaviour of his Guests at and/or inside the Building as well as in the direct vicinity thereof.
12.2 Client is fully responsible and liable towards Eye for all damages that Eye suffers as a result of Client's behaviour. Furthermore, Client is fully responsible and jointly and severally liable for all damages that Eye suffers because of behaviour from his Guests, without prejudice to the right of Eye to (also) hold those Guests themselves directly responsible for the damages.
12.3 Client is obliged to sufficiently insure his liability. Eye is authorised to request proof of insurance from Client.
12.4 The Client, his Guests and his staff expressly indemnify Eye as well as its staff from any and all (damage) claims from third parties.
12.5 No modifications or damage whatsoever may be done to the Building. Any possible damage, including the costs of repair, must be reimbursed by the Client to Eye.

**Article 13 | Catering**

13.1 Client is obliged to use catering and associated services and products ("Catering") for his Guests when organising the Event. Client is obliged to use the regular catering suppliers of Eye, being Select Catering, Eye Banqueting or Eye Horeca in collaboration with Vermaat Groep. In exceptional cases, and only after written permission from Eye, Client can waive the obligation to use Catering. To this end, a request must be directed to the event/account manager at Eye at least two months prior to the Event. At Eye's discretion, permission may be subject to further conditions, such as the need for Client to pay a buy-out sum to Eye.
13.2 Eye – in consultation with its regular catering suppliers – is always entitled to set certain quality standards and require the Client to comply with them.
13.3 Select Catering's general terms and conditions are applicable to all services rendered by Select Catering and Eye Banqueting. These can be requested from Select Catering directly.

**Article 14 | Technical equipment**

14.1 If and insofar as Client wishes to use audiovisual services and related products, he is obliged to use the regular technical supplier of Eye, being BeamSystems.
14.2 If Client wishes to contract a third party for the provision of audiovisual services and related products other than the regular supplier of Eye (being BeamSystems) then this is only possible after prior written permission from Eye, and fully at Client's own risk and expenses. Furthermore, a buy-out fee of 15% on the total offer (excluding labour, insurance and transport) of the aforementioned third party will be paid to Eye by Client.
14.3 All technical equipment that is available in the Building is only operated by Eye staff, unless otherwise agreed to in writing.
14.4 Client or his Guests may only bring along and use technical facilities if written permission was granted thereto by Eye.

14.5 BeamSystems general terms and conditions are applicable to all services rendered by BeamSystems. These can be found at https://en.beamsystems.nl/media/2532/2020_algvoorwaarden_2pag_en.pdf

**Article 15 | Intellectual property rights**

15.1 The permission granted to access the Building or to house an Event – under the conditions agreed upon in the Agreement – shall never include a transfer of intellectual property rights that are related to Eye or belong to Eye.

15.2 Neither does the permission as mentioned in Article 15.1 include permission to make copies (including but not limited to photographs and other visual matter) of the Building, the people, the interior and/or intellectual property rights related to Eye and make these available for (commercial) use or publish them, unless agreed otherwise in writing between Parties or where allowed based on a legal exception.

15.3 Client is not permitted to infringe on the intellectual property rights of Eye in any way whatsoever.

15.4 Client is not permitted to use the name, logo and/or other publicity expressions of and about Eye (for publicity reasons) without the prior written permission from Eye.

15.5 Client vouches that his Guests will comply with the provisions of this Article as if they were bound by those as Client.

15.6 If and insofar as, during the Event, the Client makes or causes to be made, or reproduces or causes to be reproduced, any image and/or film material protected by third-party intellectual property rights, the Client shall be solely responsible and liable for the use of such material, obtaining any necessary licences and paying any fees due in connection with such use. The Client shall indemnify Eye against any and all third-party claims arising from the Client's use of such material in connection with the Event.

**Article 16 | Choice of law and forum, dissolution and termination**

16.1 Only Dutch Law governs all Agreements between Eye and Client.

16.2 Unless provisions of peremptory law oppose to this, the Amsterdam District Court is competent to judge on disputes resulting from an Agreement concluded between Eye and Client, without prejudice to the right to appeal or to appeal in cassation.

16.3 If a translation of the General Conditions, Privacy Statement and/or the Visiting Conditions is being used, the Dutch text prevails in case of uncertainties.

16.4 Without prejudice to the other provisions in these General Conditions, Eye may dissolve or terminate the Agreement prematurely if one of the following conditions has been met:
(a) Client has ceased his business activities, liquidated them, or transferred them to third parties;
(b) Client has provided incorrect information on the identity of the Guests;
(c) Client does not comply with his obligations under or by virtue of the Agreement within the term indicated in order to restore this default;
(d) Sufficient indications exist that the Event will have a different character than was agreed upon between Parties, and Eye would not have concluded the Agreement if Eye would have been aware of that different character.

16.5 A non-conformity because of force majeure cannot be attributed to the Party who is in default. Force majeure is understood to mean the non-conformity cannot be attributed to his fault, nor is it his liability by virtue of the Law, legal action or in normal practice prevailing opinions.

16.6 If Eye at the time of any termination, for whatever reason, has already carried out activities for the execution of the Agreement, these activities and the therewith related payment obligations cannot be made undone by or after the termination. Client shall then be obliged to fully pay all costs for the activities already carried out by Eye.

**Article 17 | Complaints**

17.1 If the Client has a complaint, he can contact the Sales & Events Department via +31 (0)20 5891 401, or events@eyefilm.nl.

17.2 Written complaints should be filed within 30 (thirty) days after the Event. Within 30 (thirty) days, written complaints that were filed on time will be handled and provided with a reaction.