



Terms of use of 'de Atmosfeer'  
Stichting VSV Café der VSV'Leonardo da Vinci'

## 1 Definitions

### 1.1 *The Letter*

The foundation Stichting VSV Café der VSV'Leonardo da Vinci', situated and holding office on Kluyverweg 1 2629 HS DELFT, represented as contractant 1.

### 1.2 *The Renter*

The legal corporation, contractant 2, who closed this agreement of use with the Letter.

### 1.3 *Guest*

The actual persons to whom, based on this agreement, services will be provided. The Renter reserves the legal rights to, without statement of reason, refuse access to guests.

### 1.4 *'de Atmosfeer'*

Room within the faculty of Aerospace Engineering of the Delft University of Technology in Delft, known as room number 0.90.

N.B. Article titles serve the sole purpose of reference. No rights can be deducted from them.

## 2 In general

### 2.1 *Terms and conditions*

The Uniforme Voorwaarden Horeca of the Koninklijke Horeca Nederland, as filed at the Kamer van Koophandel en Fabrieken located in 's-Gravenhage, are applicable to this agreement. A single copy will be sent without added costs on your request.

### 2.2 *Period of use*

This agreement of use is valid for the academic year 2014-2015, running from September 1st, 2014 to August 31st, 2015, for the room known as 'de Atmosfeer'. The time slots in which the Renter will make use of 'de Atmosfeer' must be determined a minimum of 24 hours in advance with the Letter. When the Renter is not present at the beginning of the drink without noticing the Letter and does not contact the Letter within 1 hour, the drink will be cancelled. All costs for the entire duration of the rental period as specified in article 7.3 will be charged to the Renter.

### 2.3 *Non-commerciality*

Should the Renter at any moment in time appear to have rented 'de Atmosfeer' with a commercial goal in any form, the Renter will be liable for any and all damages.

### 2.4 *Private nature*

It is explicitly not allowed to use the rented room for public festivities. As such, announcements for festivities must be spread only in a private and limited environment, in which the private nature of the party is not violated.

### 2.5 *Maximum number of guests*

The Renter declares there will not be more than 120 guests present in 'de Atmosfeer' during the time 'de Atmosfeer' is rented.

### 2.6 *Cancellation*

This agreement can be disbanded unilaterally at any given moment in time. Canceling a term of use must be announced verbally to the Letter a minimum of 24 hours before commencement of the period.

### **3. Obligations and liability of the Letter**

#### **3.1** *General*

The Letter ensures the rented room complies with all requirements set by the Drank- en Horecawet and that he as such has all required licenses and permits.

#### **3.2** *Theft and damage*

The Letter is not liable for any theft of or damage to personal belongings of the Renter or guests.

#### **3.3** *Supply*

- a. The Letter requires itself to supply bottled soft drinks and draught beer, viz Jupiler and Hertog Jan. Besides that, the Letter attempts to supply draught beer, viz Leffe Blond and Hoegaarden Wit and bottled beer, viz Duvel, La Chouffe and a seasonal beer.
- b. Other consumptions can be supplied after consulting the Letter. The Renter is only allowed to provide his own consumptions after agreement of the Letter.
- c. As per the permit of VSV-Café 'de Atmosfeer', alcoholic beverages will only be served after 3pm.

#### **3.4** *Presence of representative*

The Letter obliges itself to appoint at least one representative who is present for the entire duration of the term of use.

#### **3.5** *Bartenders*

The Letter obliges itself to appoint at least one bartender besides the appointed representative. This bartender is included in the hourly fee.

### **4. Obligations and liability of the Renter**

#### **4.1** *Presence of guests*

The Renter is obliged to ensure after the agreed term of use no more guests are present in 'de Atmosfeer'.

#### **4.2** *Presence of representative*

The Renter is obliged to appoint at least one representative who is present for the entire duration of the term of use and notify the Letter of his identity.

#### **4.3** *Obedience towards house rules*

The Renter is held responsible for the obedience of guests towards the house rules. As such, the Renter must take action if house rules are broken. This also implies the Renter is aware of the house rules, posted in 'de Atmosfeer'.

#### **4.4** *Accessibility of other rooms*

It is explicitly forbidden for the Renter and guests to enter the faculty of Aerospace Engineering after the access doors have been closed.

#### **4.5** *Damage*

The Renter is liable for all damages done by either him or the guests to any of the entirety of 'de Atmosfeer' or any other part of the faculty of Aerospace Engineering during the term of use. This includes damages ascertained after the term of use.

#### **4.6** *Alarm*

Any costs as a result of setting off the faculty alarm unnecessary by attempts of gaining access to the faculty of Aerospace Engineering will be shifted to the Renter.

#### **4.7** *Fire alarm*

Any costs as a result of setting off the faculty fire alarm unnecessary will be shifted to the Renter.

#### **4.8** *Notifying the Letter representative*

The Renter is obliged to notify the Letter or its representative in any case of disturbance or misconduct.

### **5. Authority**

#### **5.1** *Instructions*

The Renter must at all times obey to the instructions of a representative of the Letter and the VSV 'Leonardo da Vinci'.

#### **5.2** *Removal of individuals*

Representatives of the Letter have the right to remove individuals from 'de Atmosfeer' at all times.

## **6. Deliverance after the term of use**

### **6.1** *Cleaning*

The Letter is responsible for delivering 'de Atmosfeer' tidy. The representative of the Letter can appeal to the Renter to aid in the cleaning.

### **6.2** *Fine*

In case 'de Atmosfeer' is not delivered with a satisfactory degree of cleanliness, the Renter can be fined by a maximum amount of €75. If this is the case, the representative of the Letter must notify the Renter hereof within 15 minutes after the end of the drink.

## **7. Reckoning**

### **7.1** *Payment of rent and consumed goods*

The rent and costs of consumables will be sent to the Renter after the term of use by use of an invoice, reduced with any cash income in case of a partially paid for drink. The invoice will be sent to the Renter by mail after the drink. The Renter agrees to pay the invoice in full within 14 days after receiving the invoice.

### **7.2** *Inventory of consumables*

The consumption during the drink will be determined using the register. This can only be done by a representative of the Letter.

### **7.3** *Tariffs and prices*

- a. The tariff consists of a rental fee of €15 per hour and a revenue guarantee of €30 per hour. The revenue guarantee is reduced by the total costs of consumed goods over the total duration of the drink, to a minimum of €0.
- b. The hours billed to the Renter are the hours in which the drink takes place. This excludes time needed to open and close 'de Atmosfeer'.
- c. Prices of assorted goods can be obtained from the Letter and are subject to change without notice.