

General Terms and Conditions PUBLIC locations

1. Definitions

PUBLIC locations, the 'Contractor', is registered with the Chamber of Commerce under number 80519024. PUBLIC locations mediates between clients and location owners regarding the availability, use and compensation of a location for meetings, events, photography and film productions.

The 'Client' is a natural person or legal entity who wishes to book a location for meetings, events, photography and film productions through the mediation of PUBLIC locations.

'Location Owner is a natural or legal person who, through the mediation of PUBLIC locations, is prepared to make the location belonging to them available for meetings, events, photography and film productions.

2. General prefaces and applicability

2.1 These general terms and conditions apply to all quotations and agreements entered into by PUBLIC locations with regard to the rental of all locations rented out by it (the 'Locations'). Deviations therefrom must be expressly agreed in writing. The client's general purchasing conditions do not apply to the legal relationship between the client and PUBLIC locations.

2.2 PUBLIC locations reserves the right to amend its general terms and conditions. PUBLIC locations will then make the amended general terms and conditions available on which date the amendments will take effect.

3. Working method

3.1 At the request of the client, PUBLIC locations will look for a suitable location for the relevant application. The client can also select locations on the website. PUBLIC locations shares all necessary information and prices of the location, and if the client wishes to book the location, a booking confirmation follows which must be signed. PUBLIC locations then confirms the booking to the relevant location owner by email, containing a booking confirmation and a booking receipt. The latter must be completed by the location owner after the booking has taken place, and must be signed by both the location owner and the client.

3.2 The validity period of placed options for meetings and events is 48 hours, and seven [calendar] days for photography and film productions, unless expressly agreed otherwise in writing. After that, such options will automatically expire.

3.3 Quotations are converted into a final booking after such quotation has been approved by email, or the quotation has been digitally signed for approval. For photography and film productions, the booking confirmation must be signed for approval.

3.4 The location owner receives the client and their team for a maximum of two viewings. The first viewing should take place while the option on that location is still in effect, after which the client can decide to book the location. Following such confirmation, a second viewing can take place at the request of the client. PUBLIC locations is not present during the viewings. Contractual matters and any questions are discussed with PUBLIC locations only. If more viewings are required, the agreed overtime rate of the location will apply.

4. Payment

4.1 Payment of invoices of PUBLIC locations must be made within 14 calendar days of the invoice date, without the right to discount, set-off or suspension.

4.2 PUBLIC locations may require a deposit or a down payment from the client.

4.3 If payment of an invoiced amount has not been made within 14 days of the invoice date, PUBLIC locations is entitled to charge the client statutory interest increased by 2% on the total amount of the invoice calculated from the invoice date. PUBLIC locations is furthermore entitled to claim, in addition to the principal amount and interest from the client, all collection costs caused by non-payment, both judicial and extrajudicial, without notice of default being required, with a minimum of 15% of the amount to be claimed.

4.4 The client remains liable for the payment of the invoice, even if the invoice has been made out in the name of a third party at their request.

4.5 PUBLIC locations has the right to suspend payment to the location holder as soon as and as long as the client is or remains negligent.

5. Cancellation by client

5.1 The following cancellation conditions apply for all meeting and event locations:

- Cancellation less than 14 calendar days before the rental date: the client owes 100% of the quoted amount (meaning the sum of the rental fee and any other fee).
- Cancellation up to 14 calendar days before the rental date: the client owes 50% of the quoted amount (meaning the sum of the rental fee and any other fee).

The above also applies in the event of force majeure on the part of the client.

5.2 The following cancellation conditions apply for all photography and film locations, with respect to single day productions:

- Cancellation up to 48 hours prior to scheduled booking is free of charge, provided the reason is serious in nature and prevents production from taking place.
- Cancellation between 24 and 48 hours [prior to scheduled booking]: 75% of the agreed upon fee will be charged.
- Cancellation within 24 hours prior to scheduled booking: 100% of the agreed upon fee will be charged.

5.3 In the event of a no-show, 100% of the total location fee will be charged to the absent party.

5.4 The following cancellation conditions apply for all photography and film locations, with respect to multi-day productions: the term within which cancellation can be made at the latest free of charge is the same as the period for which the booking has been made. If the client cancels within this period, 75% of the agreed upon fee is due, unless cancellation is made within a period of 48 hours before the start of the booking. In that case, the full agreed upon fee is due.

6. Cancellation by location owner

6.1 A location owner can only cancel a confirmed booking in the event of unforeseen circumstances. PUBLIC locations will then make every effort to help the client find an alternative location, on a best effort basis. PUBLIC locations is an intermediary between the client and the location owner and is never liable in any way for any costs and damage resulting from a cancellation.

6.2 The location owner is liable to the client for all damage resulting from the failure to make the location available, or failure to make it available on time or correctly.

6.3 PUBLIC locations does not accept any liability for the unavailability of the relevant location on the agreed day in case of force majeure. PUBLIC locations can also not be held liable for the failure of technical equipment or installations, power failure or the failure of the water supply during the booking. Under no circumstances can PUBLIC locations be held liable for an amount higher than its own fee for the rental of the location, up to a maximum of EUR 500.

7. Use of location by client

7.1 The client may only use the location for the purpose of which the agreement with PUBLIC locations has been entered into and must inform PUBLIC locations of any change of its intended use, prior to the booking. ~~PUBLIC locations will then adjust the price structure.~~

7.2 In the event of violation of 7.1, PUBLIC locations can impose an immediately due and payable fine of 200% of the total invoice amount without a notice of default being required.

7.3 The client will ensure in all reasonableness that local residents, other tenants and users at the location and adjacent buildings will not experience any nuisance from the activities of the client.

7.4 The client represents that the activities to be held in the location will in no way be offensive, insulting or contrary to the law or public decency, as deemed by PUBLIC locations. In the event of violation of this article 7.4, PUBLIC locations is authorized to terminate the agreement with immediate effect and the agreed upon fees become immediately due and payable.

7.5 Without prior written permission, the client is not permitted to install architectural facilities, temporary extra connections, etc. in the rented property, including driving nails into walls, floors or woodwork, hanging lights from the building, etc. all in the broadest sense of the word. The operation of technical equipment of the rented property takes place exclusively in consultation with PUBLIC locations and is entirely at the client's own risk and cost.

8. Cleaning (only applicable to photography and film productions)

The location owner ensures that the location is clean and tidy at the start of production. The client must leave the location as it was found, with the furniture in the same place, and the location should be left clean and tidy again. If this does not happen, cleaning costs may be charged afterwards.

9. Liability

9.1 PUBLIC locations is in no way liable for damage suffered by the client or location owner, in whatever situation, except in case of intent or gross negligence of PUBLIC locations.

9.2 The client is liable for all direct or indirect damages to the location and movable property such as the household effects arising from their activities or presence at the location, or by persons working for the client, or any other person associated with the client.

9.3 When entering into a booking, the client represents to be adequately insured for damages. PUBLIC locations reserves the right on behalf of the location owner to request a copy of the relevant policy and proof of payment from the insurance premium.

10. Damage

10.1 In the event of damage, the client must immediately report this to the location owner. Furthermore, damage claims must always be reported to PUBLIC locations. In the case of photography and film

productions, this is stated on the booking receipt that is signed by the client and location owner after a production. The client is then responsible for the settlement of a claim with its insurer and (the insurer of) the relevant location owner.

10.2 PUBLIC locations is not involved in handling any claims, in accordance with article 9 above.

10.3 If PUBLIC locations mediates in a dispute between the client and location owner, no liability of PUBLIC locations ensues and this cannot be interpreted as the acceptance of any liability by PUBLIC locations.

11. Permits

The client is fully responsible, and must ensure in a timely manner, for obtaining permits insofar required.

12. Image use photography film (for clients)

12.1 Images of photographic productions may only be used for the purposes agreed upon in advance.

12.2 In the event of violation of article 12.1, PUBLIC locations can impose an immediately due and payable fine of 200% of the total invoice amount without notice of default being required.

12.3. For photography, the image material may be used for a period of one year. If the use of such image material is required after this year, the client is obliged to report this to PUBLIC locations. PUBLIC locations will invoice 75% of the original invoice amount for a one year extension.

12.4 An exception to 12.3 is made for editorial photography. For editorial photography, this may be used at most for 1 frame in 1 magazine. If the use of visual material is desirable afterwards, the client is obliged to report this to PUBLIC locations. PUBLIC will invoice for a one year extension for 75% of the original invoice amount.

12.5 An exception to 12.3 concerns advertorials. Three placements are allowed in a magazine per advertorial. If the use of visual material is required beyond that, the client is obliged to report this to PUBLIC locations. PUBLIC will invoice for a one year extension for 75% of the original invoice amount.

13. Image use film (for clients)

13.1 Images from film productions may only be used for the purposes agreed upon in advance.

13.2 In the event of violation of 13.1, PUBLIC locations can impose an immediately due and payable fine of 200% of the total invoice amount without notice of default being required.

13.3 Moving images are only used for one year and for one country.

13.4 Exception to 13.3 are series: repetition must be broadcast within 12 months after recording. After this period and without agreements being made, 75% of the total amount will be charged to the client.

14. Other obligations of the client (applicable to film and photography)

14.1 The client undertakes to agree with third parties engaged by it, including film makers, photographers, etc. that the (copy)rights of these third parties are limited to the agreed purpose and the extent of use by the client. The client will ensure that its team and hired third parties undertake to refrain from any other use that affects the rights of the location holder and/or third parties. The client indemnifies PUBLIC locations against any claim/liability in this regard.

14.2 The client undertakes not to share any address details of the location outside the team, including online.