

GENERAL RENTAL TERMS AND CONDITIONS AND TERMS OF USE OF DE NIEUWE YOGASCHOOL B.V.

1. DEFINITIONS

1. The owner of the property (real estate) located on the Laurierstraat 107-109 is Gemeente Amsterdam. Gemeente Amsterdam rents (a part of) this property out to De Nieuwe Yogaschool B.V.
2. The Lessor/Renter is to be understood as: De Nieuwe Yogaschool B.V. (hereinafter referred to as: DNYS).
3. The Lessee/Tenant is to be understood as the natural or legal person that has concluded a rental contract with DNYS.
4. A Rental Contract is to be understood as the contract between Lessor/Renter and the Lessee/Tenant, whereby the last rents one or multiple studio's for a certain period of time.
5. Studio's are to be understood as all spaces the Lessor/Renter offers as such to the Lessee/Tenant.
6. Users are to be understood as the participants of an activity of the Lessee/Tenant.
7. A cancellation is to be understood as the termination/dissolvement of the Rental Contract by the Lessee/Tenant.

2. APPLICABILITY TERMS

1. These General Rental Terms- and Conditions, as well as the General Terms- and Conditions of DNYS, are applicable to all Rental Contracts and quotations for the disposal of studio's within DNYS and any potential related services and (technical) facilities by DNYS. These and the aforementioned other conditions also apply to offers and agreements in which DNYS puts studio's at disposal for uses other than based on rent, such as complementary/ free of charge (see especially articles 5.8 to 11).
2. Conditions of the Lessee/Tenant and other possible third parties are excluded from applicability.
3. The current prices of the studio rent are published on the website of DNYS. In principle, the indexation of rental prices occurs the 1st of January of each calendar year.

3. QUOTATIONS & BOOKINGS

1. All offers/quotations by Lessor/Renter are without obligation, that means with the express reservation that there is only an obligation on the side of Lessor/Renter when she has received a written agreement (per email) on the quotation/offer (= booking).
2. Lessees/Tenants can take a booking option on a studio for one or more parts of the day (free of charge) for up to one month or any moment that another prospective Lessee/Tenant reports for the same space, in consultation with the Lessor/Renter. In case of a second prospective Lessee/Tenant, the first prospective Lessee/Tenant will be contacted, whom will then be offered a period of 24 hours or a working day to convert the booking option into a definite booking, or not.
3. As long as the Lessor/Renter has not yet received agreement of the potential Lessee/Tenant conform section 1, and the Lessor/Renter of the studio (or studio's) is able to rent the studio out to a third party, the Lessor/Renter will notify the potential Lessee/Tenant immediately. The potential Lessee/Tenant must then immediately inform the Lessor/Renter if he or she wants to make use of the offer/quotation given by Lessor/Renter.
4. The Lessor/Renter is entitled to offer the Lessee/Tenant a studio/space different to the studio/space that was booked, except when this is evidently inequitable to the Lessee/Tenant. If the studio offered is cheaper than the studio booked, the Lessee/Tenant is entitled to the remaining amount that is saved.

4. INVOICING & PAYMENT

1. As soon as the booking is definite, an invoice for the entire rental fee will be sent.
2. The Lessee/Tenant is to pay the invoice within two weeks after the date of invoice or that much sooner before the rental period commences.
3. If the payment has not been received in time, it is Lessors/Renters prerogative to dissolve the contract.

4. In this case the Lessor/Renter is then also authorized to charge the legal commercial interest on the indebted amount, as well as additional or replacing compensation and (extrajudicial) collection fees from the Lessee/Tenant .

5. CANCELLATION

1. The Lessee/Tenant may cancel the booking exclusively in writing (amongst which via email).
2. In case of a cancellation of the booking up until three months before commencement of the rental period, the Lessee/Tenant is obligated to pay 10% of the rental price.
3. In case of a cancellation of a booking up until a month before commencement of the rental period the Lessee/Tenant is obligated to pay 25% of the rental price.
4. In case of a cancellation of the booking within 30 to 15 days before commencement of the rental period, the Lessee/Tenant is obligated to pay 50% of the rental price.
5. In case of a cancellation of the booking within 15 to 7 days before commencement of the rental period, the Lessee/Tenant is obligated to pay 80% of the rental price.
6. In case of a cancellation of the booking within 7 days before commencement of the rental period, the Lessee/Tenant is obligated to pay 100% of the rental price. The same holds true if the Lessee/Tenant (without notice) does not show up at the agreed upon time (rental period).
7. The cancellation fees mentioned in section 2 to 5 will not be charged if the booking is rescheduled in consultation with the Lessor/Renter within a period of 6 months. In the case of a cancellation of a booking that was rescheduled, the Lessee/Tenant deviates from section 2 to 5 and is obligated to pay 100% of the rental fee at all times.
8. Lessor/Renter is entitled to charge higher cancellation fees in case of special circumstances such as the duration of the rental period, or the time of year (with respect to missing out on revenue of other possibly modified activities and the costs of rebooking of the Lessor/Renter 's own/ other classes and workshops), to be agreed upon with the Lessee/Tenant .
9. When the space/studio that was booked is no longer available due to circumstances beyond the control of the Lessor/Renter, the booking will be considered as 'lapsed' and the contract as dissolved, without the necessity of the intervention of a judge. As far as necessary, both parties hereby renounce the right to any claims in respect to compensation for damages. If a calamity occurs during the rental period, or if there is a risk of a calamity, such to be judged by the Lessor/Renter , the rental period regarding the particular booking is to be terminated with immediate effect. Lessor/Renter is not liable for any possible damage suffered by the Lessee/Tenant. In these cases, the Lessee/Tenant has no other right against the Lessor/Renter other than reclaiming the rental amount already paid, proportional to the part of the rental period wherein the (substituted) space/studio has not been used.

6. USE OF THE RENTED SPACES

1. Lessee/Tenant is not permitted to use the rented space/studio for any activities other than the agreed upon activity, rent the space/studio out to third parties or put the space/studio up for use.
2. Lessee/Tenant is not permitted to alter the rented space/studio and Lessee/Tenant shall not stick or otherwise install anything on or in floors, walls, facades and such. After use, but within the agreed upon rental period, the Lessee/Tenant is to deliver the rented space in the same condition as it was before the use of the space.
3. Lessor/Renter is authorized to charge the Lessee/Tenant with a deposit and deduct from it costs related to any possible damage or (extra) cleaning costs of the rented space, without prejudice to the right of the Lessor/Renter to, when appropriate, claim (additional) compensation for damages.
4. Lessee/Tenant will behave according to the legal provisions and byelaw, as well as the customs concerning rent and renting and the regulations/house rules of the Lessor/Renter, see General Terms & Conditions. The Lessor/Renter also is to take into account all verbal and written instructions by or on behalf of Lessor/Renter, given in the interest of appropriate usage of the rented space. Lessee/Tenant indemnifies Lessor/Renter for all claims of third parties if Lessee/Tenant violates these obligations.
5. Nuisance to the surroundings of DNYS (inside and outside) is to be prevented. DNYS is located in a densely populated area of the city center and Lessor/Renter carefully guards its good relationship with

the neighbors. Inherent to the location of the rented space/studio and due to the fact that the building is old, there are also risks of noise (nuisance). Lessor/Renter does everything in her power to limit any possible nuisance (among which noise, maintenance work). Lessee/Tenant cannot make any claims on rent reductions or compensation for damages as a result of (unforeseen) nuisance, for example (but not limited to) environmental noise or maintenance.

6. Lessee/Tenant is to keep free all fire extinguishing facilities, escape routes and emergency doors, at all times.

7. DISSOLVEMENT OF THE CONTRACT

1. The dissolution of the Rental Contract on the part of the Lessor/Renter is possible when (alternatively):
 - obligations of Lessee/Tenant of agreements are not met, including these hereby terms and conditions and the General Terms & Conditions;
 - the rented space/studio is abused by Lessee/Tenant (or users);
 - the Lessee/Tenant (or users) cause nuisance to other Lessee/Tenant's, Lessor/Renter or its surroundings;
 - there is a case of proven incompetence of the professional practice of the activity/activities offered by Lessee/Tenant .
 - Lessee/Tenant provides incorrect information or when the Lessor/Renter is denied the correct information.
 - there is a case of serious suspicion of possible disturbance of the public order, or when nuisance is caused by the Lessee/Tenant (or users).
2. Lessor/Renter is then not held to any form of compensation of damages. Lessor/Renter has the right in such cases to claim additional compensation of damages equal to the damage.

8. LIABILITY

1. Lessor/Renter can in no way be held liable, nor by the Lessee/Tenant, nor by the users. This applies to possible material damage as a result of a stay at DNYS, as well as possible damage caused by an activity offered by the Lessee/Tenant .
2. The General Terms & Conditions apply. All Lessee/Tenant's and users should inform themselves of the house rules (article 12 General Terms & Conditions) and act or behave accordingly. Lessee/Tenant indemnifies Lessor/Renter for all damage related to activities offered by the Lessee/Tenant .
3. Lessee/Tenant is liable for all damage caused to the rented, goods or people of Lessor/Renter and third parties, caused by the actions and/or omission of the Lessee/Tenant or caused by third parties hired/contracted by the Lessee/Tenant or caused by people that enter the rented at the invitation of the Lessee/Tenant .
4. Damage caused by Lessee/Tenant and/or subcontractors and/or persons that enter the rented at the invitation of the Lessee/Tenant, leads to a claim of the Lessor/Renter that is immediately due.
5. Any liability in accordance to whichever ground that rests on the Lessor/Renter (*quod non*), is limited to the total amount that Lessee/Tenant owes to the Lessor/Renter according to the rental contract from which liability is derived.

9. TECHNOLOGY EQUIPMENT

1. If so desired, (standard) technology equipment of the Lessor/Renter can be used. This is to be arranged in advance. Use of technology equipment brought by the Lessee/Tenant needs to be consulted with the Lessor/Renter beforehand.
2. Technological installations are exclusively operated by or under the supervision of the Lessor/Renter . Lessor/Renter is not liable for damage due to technical malfunctions, unless intentional or due to gross negligence by Lessor/Renter or its staff.
3. Temporary extra setups for communications- and/or energy supplies may only be set up by or under the supervision of Lessor/Renter and to be paid by Lessee/Tenant .

10. PUBLICITY

1. Any form of promotion and/ or publicity, in whichever form, that references a gathering/event at the rented space/studio, is permitted only in accordance with the Lessor/Renter .
2. Lessor/Renter respects the privacy of its visitors and treats the collection of personal data carefully in accordance with the General Data Protection Regulation (AVG). Lessee/Tenant declares to conform to this regulation. More information is found in the Privacy Statement on the website of the Lessor/Renter .
3. Related to the privacy, the Lessee/Tenant is not permitted to shoot film and/or stream and/or make sound recordings, without prior consent. Lessee/Tenant is to strictly follow the instructions of the Lessor/Renter related to this. Perhaps superfluous: article 8.1 in these terms and conditions, as well as the General Terms & Conditions of DNYS and the privacy statement are in effect.

11. APPLICABILITY LAW & COMPETENT COURT IN DISPUTES

1. In case of disputes between Lessor/Renter and Lessee/Tenant Dutch law applies.
2. Possible disputes will be submitted to the competent court in the residence of the Lessor/Renter .