



Terms & Conditions Pof & Stoof 2024/2025

1. DEFINITIONS

- 1.1. 'Rental Company' - Pof & Stoof BV
- 1.2. 'Client' – the person, firm or organization that has made the reservation agreement with the rental company.
- 1.3. 'Reservation agreement' – the agreement, including quotation, between rental company and client, according to which the client rents the venue for a set time.
- 1.4. 'Venue' – the space that the rental company offers to client.
- 1.5. 'Deposit' – the amount set for the rental of the venue in the agreed upon reservation agreement.
- 1.6. 'Participants / Guests' – the people participating in an activity of the client.
- 1.7. 'Cancellation' – termination of the reservation agreement by the client.

2. RESERVATION

- 2.1. All offers made by the rental company are non-binding. There are only obligations for both parties, once a reservation agreement has been confirmed. The reservation agreement is confirmed once the deposit has been received by the rental company.
- 2.2. If the rental company has not yet received the confirmation from the potential client, and the rental company can rent the venue to a third party, the rental company will notify the potential client, and the potential client must indicate within two days whether they wish to make use of the offer of the rental company.
- 2.3. The client must inform the rental company about the exact number of guests, food choices, and allergies at least 28 days in advance. This number will be used to make the invoice, unless there are more guests at the event.
- 2.4. The client declares, by accepting the reservation agreement, to be aware of, and to agree with the terms and conditions of Pof & Stoof BV 2024/2025.

3. CANCELLATION

- 3.1. The cancellation conditions apply to clients of Pof & Stoof BV.
- 3.2. Cancellation conditions apply as below, unless otherwise agreed upon. Cancellation conditions are in accordance with the general conditions of the Hospitality Industry (Uniforme Voorwaarden Horeca).
- 3.3. If canceled up to six months in advance, no costs will be charged.
- 3.4. If canceled up to three months, but less than six months in advance, 10% of the amount in the reservation agreement will be charged.
- 3.5. If canceled up to two months, but less than three months in advance, 15% of the

amount in the reservation agreement will be charged.

3.6. If canceled up to one month, but less than two months in advance, 35% of the amount in the reservation agreement will be charged.

3.7. If canceled up to fourteen days, but less than one month in advance, 85% of the amount in the reservation agreement will be charged.

3.8. In case of cancellation between fourteen days before the event, and the time of the event, or in case of a 'no show', 100% of the amount in the reservation agreement will be charged.

3.9. Cancellation can only be done by email (written) and a confirmation of the received cancellation must also be received back in writing to the client.

4. PAYMENT

4.1. The deposit is 30% of the final offer, unless agreed upon differently. A reservation agreement will only become final once this deposit has been paid.

4.2. If the event is canceled more than 30 days in advance, the general cancellation conditions as described in article 3 apply, minus the down payment.

4.3. The client will receive the final invoice within 1-2 weeks after the event.

5. PAYMENT TERMS

5.1. Invoices must be paid by the client within two weeks of the invoice date.

5.2. If the client does not pay on time as referred to in paragraph 1 of this article, then due to the delay in the payment of the amount owed by the client, from the invoice date the statutory commercial interest or, if applicable, the statutory interest, will be due on this amount. The rental company is authorized to charge a twelfth part of this interest every month or part of a month in which the client has not fully fulfilled his obligation to pay.

5.3. In the event of overdue payment as referred to in paragraph 1 of this article, the client shall be obliged to pay full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs and debt collection agencies, in addition to the amount owed and the interest thereon. The extrajudicial costs are set to at least 15% of the principal sum with interest, with a minimum of € 100,-. If a client is in default, he must pay all possible costs, both judicial and extrajudicial, to the rental company.

6. USE OF Pof & Stoof BV

6.1. Renting Pof & Stoof BV comes with some restrictions that are inextricably linked to the rental of the private garden.

6.2. The client is not permitted to use the venue for any activity other than indicated in the reservation agreement and / or to rent it out to third parties or to give it into use.

6.3. (Live) music is possible (after consultation) in the garden till 23h, then only indoors until 01:00h, unless otherwise agreed upon. Only non-amplified music is possible on the terrace.

6.4. With live / DJ music, the doors on the side of the terrace must remain closed from 00:00h.

6.5. If a DJ is present to take care of the music, the staff of Pof & Stoof is responsible for the volume. They can ask to lower the volume of the music and / or adjust the volume of the bass.

6.6. Bicycles should be parked in the designated areas (outside of the field) –

6.7. The field is part of NoordOogst with residents who are allowed to use the garden.

6.8. Any damages should be reported to the rental company. Depending on the nature and cause of the damages, the costs may be recovered from the client.

6.9. The rental company is not liable for any theft or loss of items.

6.10. Under no circumstances is it allowed to throw confetti, rice or any other materials like balloons in and around the garden, on the terrace or in the restaurant.

6.11. Under no circumstances is it allowed to use drugs (other than alcohol and cigarettes) in or around Pof & Stoof BV.

7. PRICES

7.1. All our prices for F&B can always change according to seasonality, availability and last-minute cost increase.

7.2. All our prices include VAT and additional taxes.

8. DISSOLUTION OF THE AGREEMENT

8.1. The immediate dissolution of the agreement on part of the rental company is possible if it concerns: the non-fulfillment of the obligations by the client as laid down in the reservation agreement; misuse by client (or participants/guests) of the rented venue; misbehavior by client (or participants/guests) towards rental company; the provision of incorrect information or the withholding of correct information by the client to the rental company; serious suspicion of possible disruption of public order, or causing of trouble by the client (or participants/guests).

8.2. The rental company will not be obliged to pay any form of compensation in case of dissolution as described in paragraph 9.1.

10. LIABILITY

10.1. The rental company cannot be held liable in any way, neither by the client nor by participants/guests. This applies both to possible material damage as a result of staying in the restaurant or De Kas, as well as possible damages as a result of activities offered by the client.

11. APPLICABLE LAW IN DISPUTES

11.1. In the event of disputes between the rental company and the client, Dutch law is applicable.

11.2. Disputes will be submitted to a qualified judge