

Definitions and applicability of the General Rental Conditions

Article 1: Definitions

1. Landlord : Foundation Muziekcentrum Zuidoost (MZO), located at Hofgeest 139, 1102 EG Amsterdam and registered at the Chamber of Commerce under number 41207146
2. Tenant: the person renting a classroom, with or without equipment and musical instruments, from MZO for a shorter or longer period. This may be a natural or legal person or partnership. At partnerships and groups without legal status (like a band) each member is considered to be a separate tenant.
3. Rental period: a set block of three hours. it is also possible to rent a classroom per hour for teachers with a small number of students. On request it is also possible to arrange a different rental period, provided it fits within the business operations of MZO.
4. Reservation: the Tenant can e-mail a request to rent a classroom. After written or digital confirmation by MZO of the request, followed by the General Rental Conditions sent by MZO, a booking is completed. On booking these General Rental Conditions apply. When renting for a longer period (Rent Subscription) Tenant and MZO put the agreements in a written tenancy.
5. Rent subscription: the possibility to rent a classroom for a long time, which gives the tenant the security of a recurring fixed rental period. A request to this effect can be made by e-mail. The agreements between tenant and MZO be documented in a rental agreement.
6. Lease: MZO written agreement between the tenant and the rent over a period of a classroom, with or without equipment and / or musical instruments. On the Lease These Rental Conditions apply. The Lease is only valid for the agreed rental period and then ends by law.
7. Season: a school year in accordance with the scheme for primary schools for the North region.
Different times are possible on request and at extra cost.

Article 2: Applicability

1. These General Rental Agreements apply to all entries (short-term leases) and all written Rent Subscriptions (long running leases), as well as providing all the tools and / or accessories from the back-line and musical instruments which MZO, with or without additional charge, offers, to the extent the parties have not expressly and in writing deviated from these General Rental Conditions.
2. When reserving a classroom Tenant automatically approves the General Rental Conditions.
3. MZO is at all times entitled to change the Rental Conditions, provided that MZO has given prior written notice to the tenant and gives them an opportunity to terminate the lease if necessary. Upon which they are then bound to the new General Rental Conditions.
4. If MZO not always strict compliance with these General Rental Terms and Conditions, the provisions applicable and MZO continues to retain the right to otherwise demand strict compliance with these General Rental Conditions.
5. In all cases where the agreement between tenant and MZO ends, these Rental Conditions continue to govern the legal relationship between the parties, to the extent necessary for the completion of the contract.

6. If one or more provisions of these General Rental Conditions are to become, at any time, wholly or partially invalid, the remaining conditions remain fully applicable.

Obligations of MZO

Article 3: Rental and maintenance of the classroom

1. MZO, offers, on payment of rent, a fully furnished classroom with the in writing agreed equipment and musical instruments. During the rental period MZO maintains the classrooms, equipment and musical instruments and replaces any equipment which breaks down due to age / wear and tear.

Pianos are tuned by default once a year with a maximum of twice a year.

2. MZO is required to clean the classrooms and general admission areas.

Obligations of the Tenant

Article 4: Use of the classroom and equipment

1. The tenant uses the classroom for the purpose / activity agreed in the lease.

2. The tenant must respect the classroom and everything in it, such as furniture, equipment and musical instruments. He leaves the room and furniture in proper working condition behind.

3. The Tenant shall own musical instruments, microphones and the like bring and use in the classroom, but can therefore not entitled to discount on the rent or extension of the rental period (s). The tenant is responsible for his own material and should remove from the classroom this end of the rental period.

4. It is not allowed to come with food, water and / or drink in the vicinity of the sound equipment and instruments.

5. Sound equipment must not be moved unless MZO's consent. In this case, the tenant must itself move the equipment and replace.

6. It is forbidden to smoke in the classroom.

7. The tenant must leave the classroom punctually at the end of the agreed rental period.

8. The tenant is required where necessary evidence of the MZO staff to follow.

9. The tenant may not sublet the leased property or share with others, unless otherwise agreed in writing with MZO.

10. A tenant which for a longer period at MZO rents periodically asked the number of pupils under 21 years and the number above to give the community 21 years to the administration of MZO.

11. The owner is an active and demonstrable contribution to corporate publicity activities and events expected for extracurricular activities.

12. Rental Policy MZO

Each teacher can take an option on the use of classrooms, location, specific times, etc.

Premises, if available, assigned to the applicant (s) or there is presented an alternative. With more demand than supply the following priority rules apply:

1. Longer periods go over shorter periods

2. Multiple consecutive hours going over separate hours

3. Allocation is based on order of registration

4. Hardship clause: MZO can add on a reasonable basis of other criteria

An application for renting a room for a longer period (Rent Subscription), an option of a maximum of 2 months, prior to the start of the course, can be granted. During the time of the option, the planned time / class room is reserved for the applicant. This period can be used to advertise the activities / courses.

Moments of granting long-term expansion of finding already rented, take place on: 1 February and 1 October. Options in classrooms in the next school year must be submitted Annually before 1 June.

For safety reasons, teachers need to be in possession of a VOG declaration with the screening profile Education.

Prices and Terms of Conditions

Article 5: Rates

Unless otherwise agreed, the rental rates as stipulated on the website www.muzeekcentrumzuidoost.nl apply. The Tenant will annually stipulate the rental rates no later than on April 1 for the coming year. The rental rates do not include VAT.

Article 6: Terms of Conditions

1. When booking one rental period, the tenant is required to pay cash in advance. In the case of a Rental Subscription applies, MZO will collect the rent in full or in automatic collection.
2. If the tenant fails to meet his duty to pay the rent when rent is due (in full) within the agreed period payment, he is - without prior warning or notice being required – to pay the legally permitted interest on the outstanding rental amount due from the date on which the rent should have been paid to the date on which the rent is paid in full.
3. All costs associated with the recovery of the amount for not paying the rent on time are to be paid by the tenant. As proof of these costs, it is sufficient for MZO to show the relevant invoices.

Unsubscribe and cancel booking

Article 7: Termination Rent Subscription

1. The Tenant Lease Agreement may be terminated without giving reasons, with a notice period of two months. There is no refund of installments already paid.
2. Denunciation shall be submitted in writing or by e-mail and will not be legally binding until MZO has confirmed this in writing or by email. If MZO fails to confirm the cancellation of Tenant within one week of receiving the notice, the rental agreement shall end automatically when the Tenant has terminated, subject to the notice period.
3. If the tenant does not comply with the General Rental Conditions the Tenant will be in default in writing the Landlord Tenant. If 14 days after the notice of the General Rental Conditions still haven't been met, MZO can proceed with a premature termination of the lease, by going to the sub district court.
4. The lease may be terminated by mutual agreement as a result of vacancies, insufficient pupils, force majeure and special (personal) circumstances.
5. MZO may terminate the Lease in the case of prolonged vacancy (causing these premises to be wrongly taken from the use of cultural education), or if the classrooms are used for a purpose other than agreed.

Article 8: Cancelling a booking

1. The tenant can cancel a booking up to 24 hours before the start of the rental period. Cancellations within 24 hours before or if the tenant does not show up (no-show) MZO will charge the complete basic rental fee.

Opening and accessibility

Article 9

1. The Tenant must check in and out at the MZO reception.
2. MZO is open on weekdays from 9:00 to 21:00. Outside these times the classrooms cannot be rented unless agreed in writing. During school holidays (according to the holiday arrangements for primary schools in the northern region) and public holidays MZO is closed. Additional details surrounding opening are published MZO least one month in advance on www.muzeikcentrumzuidoost.nl.
3. MZO will, if necessary, in consultation with the tenant, roster and / or space make changes for the sake of their own programming, educational activities and / or management tasks.

Damages, liability and guarantee

Article 10: Liability

1. MZO is only liable for damages suffered by the Tenant or caused to goods brought in by him, if this damage is caused by gross negligence or intent of MZO or any of its employees and if there is no force majeure or other statutory justification or excuse. MZO is certainly not liable for consequential or other indirect damages
2. MZO is not liable for defects or damage to equipment and / or musical instruments brought in by the Tenant by connecting them to the equipment and / or musical instruments in the classroom of MZO.
3. Liability of MZO is, if insured, limited to the sum insured.
4. MZO is in no way liable for loss or theft of property and the tenant on behalf of these persons present. MZO stores found up to two months' objects.
5. The Tenant is liable for loss of property and damage and defects that he or on behalf of person's present harm to property of MZO.
6. The Tenant should report damage or defect immediately after their discovery to MZO. A Tenant is liable made for defects, damage and missing the ones reported after rehearsing in the classroom before the start of the class / rehearsal.
7. MZO will recover costs for repair or replacement at the insurance of the Tenant, or on their personal liability insurance.
8. The Tenant will, indemnify MZO all claims of third parties who suffer in connection with the execution of the Lease when harmed and whose cause other than MZO attributable. If third parties sue MZO, then the Tenant is obliged to stand by MZO both outside and inside the law and to without fail do or abstain from what is expected from him. In the absence of such act or omission is MZO entitled to take the necessary measures, without having notifying the Tenant by default. All costs and damages suffered by MZO in this regard are for the account and risk of the Tenant.

Disputes

Article 11

Any disputes that may arise from the rental agreement or these General Rental Terms and Conditions shall be submitted to the competent Dutch court in Amsterdam and are assessed by applying Dutch law.

Complaints

Article 12

1. The Tenant has to lodge complaints about the implementation of the agreement within five working days of finding comprehensive and clearly present to MZO via email info@muziekcentrumzuidoost.nl.

2 MZO will answer any complaints submitted, no later counted within fourteen days from the date of receipt. If a complaint takes a foreseeable longer processing time, MZO will send an acknowledgment of receipt with an indication of when the user can expect a more detailed answer, later than fourteen days.

These General Rental Conditions are available at the front desk of MZO and can also be downloaded from www.muziekcentrumzuidoost.nl