



Amsterdam KTV Group B.V.  
La Guardiaweg 53  
1043 DE Amsterdam  
KVK: 930 432 44

# Terms and Conditions

## Article 1 - Definitions

The following terms are understood as defined under these conditions:

**1.1 World of Karaoke:** Amsterdam KTV Group B.V.

**1.2 Host**

The person representing a hospitality business in concluding and executing hospitality agreements.

**1.3 Provision of Hospitality Services**

The provision by a hospitality business of accommodation and/or food and/or beverages and/or the making available of (hall) space and/or grounds, including all associated work and services, all in the broadest sense of the word.

**1.4 Customer**

The natural or legal person or partnership that has entered into a hospitality agreement with a hospitality business.

**1.5 Guest**

The natural person(s) to whom one or more hospitality services must be provided under a hospitality agreement made with the customer. Where the terms guest or customer are used in the conditions, both guest and customer are meant, unless it is evident from the content of the provision and its context that only one of the two can be intended.

**1.6 Hospitality Agreement**

An agreement between a hospitality business and a customer concerning one or more hospitality services to be provided by World of Karaoke for a price to be paid by the customer. The term reservation is sometimes used instead of hospitality agreement.

**1.7 Karaoke Room**

A room rented out to individuals or groups for performing karaoke.

**1.8 Reservation Value (the value of the hospitality agreement)**

The total expected turnover of World of Karaoke, including service charges, (tourist tax), and VAT, concerning a hospitality agreement made with a customer, which expectation is based on the averages applicable within that hospitality business.

### **1.9 Cancellation**

The written notification by the customer to World of Karaoke stating that one or more agreed-upon hospitality services will not be used in whole or in part, or the written notification by World of Karaoke to the customer stating that one or more agreed-upon hospitality services will not be provided in whole or in part.

### **1.10 No-show**

The failure of a guest to use a hospitality service to be provided under a hospitality agreement without prior cancellation.

### **1.11 Group**

A group of 10 or more persons to whom one or more hospitality services must be provided by a hospitality business under one or more hospitality agreements considered to be related.

### **1.12 Individu**

Iedere persoon die niet behoort tot een groep volgens bovengenoemde definitie.

### **1.13 Goods**

All goods, including money, monetary values, and negotiable instruments.

### **1.14 Corkage fee**

The fee payable for consuming beverages on the premises of a hospitality business that were not provided by the business.

### **1.15 Kitchen fee**

The fee payable for consuming food on the premises of a hospitality business that was not provided by the business.

### **1.16 Revenue guarantee**

A written statement by the customer that, in relation to one or more hospitality agreements, World of Karaoke will achieve a minimum amount of revenue. Article titles are for reference only and no rights can be derived from them.

## **Article 2 - Applicability**

**2.1** These terms and conditions apply, to the exclusion of all other general terms and conditions, to the formation and content of all hospitality agreements, as well as to all offers related to the formation of these hospitality agreements. If other general terms and conditions are also applicable, these terms and conditions shall prevail in the event of any conflict.

**2.2** Deviations from these terms and conditions are only possible in writing and on a case-by-case basis.

**2.3** These terms and conditions also benefit all natural and legal persons that World of Karaoke uses or has used in the conclusion and/or execution of a hospitality agreement or any other agreement, or in the operation of World of Karaoke.

**2.4** Once the terms and conditions have been declared legally applicable to a specific hospitality agreement, the most recent version of the terms and conditions is deemed applicable to all subsequent hospitality agreements between the same parties, unless otherwise agreed in writing.

## **Article 3 - Formation of hospitality agreements**

**3.1** World of Karaoke may, at any time and for any reason, refuse to enter into a hospitality agreement, except if such refusal is based solely on one or more grounds mentioned in Article 429 quater of the Penal Code (discrimination).

**3.2** All offers made by World of Karaoke regarding the formation of a hospitality agreement are non-binding and subject to availability ("while supplies (or capacity) last"). If World of Karaoke invokes this reservation within a reasonable period, to be determined based on the circumstances, after acceptance by the customer, the intended hospitality agreement is deemed not to have been concluded.

**3.3** When World of Karaoke has granted an option right to the customer (option holder), this right cannot be revoked, unless and to the extent that another potential customer makes an offer to World of Karaoke to enter into a hospitality agreement for all or part of the hospitality services that are subject to the option. The option holder must then be informed of this offer by World of Karaoke, after which the option holder must indicate whether they wish to exercise the option right. If the option holder does not indicate a desire to exercise the option right, the option right will expire. An option right can only be granted in writing.

**3.4** Hospitality agreements entered into by intermediaries (shipping agents, travel agencies, other hospitality businesses, etc.), whether or not in the name of their clients, are deemed to be concluded at the expense and risk of these intermediaries. World of Karaoke owes intermediaries no commission or fee, by whatever name, unless expressly agreed otherwise in writing. Full or partial payment of the amount due by the guest will release the intermediary to the same extent.

## **Article 4 - General obligations**

**4.1** World of Karaoke is, without prejudice to the provisions of the following articles, obliged under the hospitality agreement to provide the agreed-upon hospitality services at the agreed times in the manner customary in that hospitality business.

**4.2** World of Karaoke is not obliged to accept or store any belongings of the guest.

## **Article 5 - Obligations of World of Karaoke regarding karaoke room rental**

**5.1** World of Karaoke is required to provide the guest, upon request, with the beverages it has in stock. Additionally, the bar business must be able to provide the hospitality services that are customary in its establishment.

**5.2** World of Karaoke is entitled to provide a different room than stipulated in the hospitality agreement, unless this is evidently unreasonable and clearly too burdensome for the guest. In the latter case, the guest/customer has the right to immediately terminate the hospitality agreement to which the aforementioned request from World of Karaoke relates, without prejudice to their obligations under other hospitality agreements. If World of Karaoke saves costs by providing a different room than stipulated in the hospitality agreement, the guest and/or customer is entitled to the amount of that saving. Beyond this, World of Karaoke shall never be liable for any damages. Furthermore, World of Karaoke is obligated to provide the customary hospitality services to its guests.

**5.3** World of Karaoke is entitled to withhold or cease providing hospitality services at any time if the guest does not behave in a manner consistent with the standards and operation of the hospitality business. World of Karaoke may impose requirements regarding the guest's appearance. The guest must leave World of Karaoke upon first request.

**5.4** After consultation with the competent local authorities, World of Karaoke is entitled to dissolve the hospitality agreement due to a justified fear of disturbance of public order. If World of Karaoke exercises this right, it will not be liable for any damages.

## **Article 6 - General obligations of the guest**

**6.1** The guest is required to comply with the house rules and codes of conduct in effect at the hospitality establishment and to follow the reasonable instructions of the hospitality business. The hospitality business must make the house rules and codes of conduct known in a clearly visible location or provide them in writing. Reasonable instructions may be given verbally.

**6.2** The guest is required to cooperate with reasonable requests from the hospitality business in the context of its legal obligations concerning, among other things, safety, identification, food safety/hygiene, and the prevention of nuisance.

## **Article 7 - Cancellation and modification of the reservation**

### **7.1 Cancellation and modification of the reservation**

**7.1.1** Cancellation of the reservation is done by the customer via the link in the confirmation email or by sending an email to [info@worldofkaraoke.nl](mailto:info@worldofkaraoke.nl). Modification of the booking can be requested by email to [info@worldofkaraoke.nl](mailto:info@worldofkaraoke.nl).

**7.1.2** The reservation can only be modified once (change of date, session, or room).

**7.1.3** The customer can modify their reservation up to 72 hours before the start of their karaoke session.

**7.1.4** The customer may cancel their session at any time. The terms for a refund or credit will be specified in Article 7.1.5.

**7.1.5** For cancellations:

The customer will receive a full refund if the cancellation request is sent 72 hours before the start of the karaoke session. The customer is not entitled to a refund if the cancellation request is made less than 72 hours before the start of the karaoke session. If the customer has booked their session within 72 hours prior to the session, they are invited to contact [info@worldofkaraoke.nl](mailto:info@worldofkaraoke.nl) to request a cancellation or modification of the reservation. Depending on the reason and timing, a refund may be issued or a credit may be created. Reservation modifications are handled by customer service if possible. If modification is not possible, a credit will be granted.

**7.1.6** The credit is valid for 6 months. Within this period, a new reservation must be made.

**7.1.7** This credit cannot be reallocated if the new reservation is canceled.

## **7.2 Cancellation by World of Karaoke**

**7.2.1** World of Karaoke is, subject to the following provisions, entitled to cancel a hospitality agreement, unless the customer has notified World of Karaoke in writing within seven days of the conclusion of the relevant hospitality agreement that they require World of Karaoke to waive its right to cancel, provided the customer has also unambiguously waived their own right to cancel.

**7.2.2** If World of Karaoke cancels a hospitality agreement for the provision of food and accompanying beverages, Articles 10.1.1 and 10.3.2 apply accordingly, with the roles of customer and World of Karaoke reversed.

**7.2.3** If World of Karaoke cancels a hospitality agreement other than those referred to in Article 10.5.2, Articles 10.1.1 and 10.2.2 apply accordingly, with the roles of customer and World of Karaoke reversed.

**7.2.4** World of Karaoke is at all times entitled to cancel a hospitality agreement without being liable for the amounts mentioned above, if there are sufficient indications that the event to be held at World of Karaoke under that hospitality agreement has a character significantly different from what could be expected based on the customer's announcement or the nature of the customer or guests, such that World of Karaoke would not have entered into the agreement had it been aware of the actual nature of the event. If World of Karaoke exercises this right after the event has started, the customer is obliged to pay for the hospitality services enjoyed up to that point, but their payment obligation for the remainder is void. The fee for the hospitality services enjoyed will be calculated pro rata, as applicable.

**7.2.5** World of Karaoke is entitled, instead of exercising its authority referred to in Article 10.5.4, to impose additional requirements regarding the conduct of the event in question. If there are sufficient indications that these requirements will not be (or are not likely to be) complied with, World of Karaoke is still entitled to exercise the authority referred to in Article 10.5.4.

## **Article 8 - Deposit and interim payments**

**8.1** World of Karaoke may at any time require the customer to deposit or have deposited a security deposit with World of Karaoke, up to a maximum of the reservation value minus any interim payments already made. Received deposits will be properly administered, serve solely as security for World of Karaoke, and expressly do not count as already realized revenue.

**8.2** World of Karaoke may request interim payments for hospitality services that have been provided up to that point.

**8.3** World of Karaoke may claim the deposited amount according to the preceding provisions for any amounts the customer owes to World of Karaoke for any reason. Any surplus must be promptly refunded to the customer by World of Karaoke.

## **Article 9 - Revenue guarantee**

**9.1** If a revenue guarantee has been issued, the customer is obliged to pay World of Karaoke at least the amount specified in the revenue guarantee for the relevant hospitality agreement(s).

## **Article 10 - Liability**

**10.1** The exclusion of liability in this article does not apply to the extent that World of Karaoke has received compensation from an insurance company or another third party for the risk that has materialized.

**10.2** Notwithstanding the provisions in Articles 10.7 and 10.8, World of Karaoke is never liable for any damage suffered by the customer, the guest, and/or third parties, unless the damage is the direct result of intent or gross negligence by World of Karaoke. This exclusion of liability particularly applies to damage resulting from the consumption of food prepared or served by World of Karaoke and to damage arising from automation issues. If mandatory law allows only a less extensive limitation of liability, that less extensive limitation applies.

**10.3** Under no circumstances is World of Karaoke required to pay an amount in damages greater than:

1. the reservation value, or, if higher;
2. the amount paid by World of Karaoke's insurer for the damage, or;
3. the compensation obtained from another third party for the damage.

**10.4** World of Karaoke is never liable for damage caused to or by the guest's vehicles, unless and to the extent that the damage is the direct result of intent or gross negligence by World of Karaoke.

**10.5** World of Karaoke is never liable for direct or indirect damage to anyone or anything arising as a direct or indirect result of any defect, quality, or circumstance in, on, or at any movable or immovable property of which World of Karaoke is the holder, lessee, tenant, or owner, or that is otherwise at World of Karaoke's disposal, unless and to the extent that the damage is the direct result of intent or gross negligence by World of Karaoke.

**10.6** If damage occurs to goods entrusted to World of Karaoke for which a fee is charged as mentioned in Article 4.6, World of Karaoke is obliged to compensate for damage to these goods resulting from deterioration or loss. Compensation is never owed for other goods present in the entrusted items. If World of Karaoke receives goods or if goods are deposited, stored, or left by anyone in any manner or place without World of Karaoke agreeing to any compensation, World of Karaoke is never liable for damage to or related to those goods in any manner, unless World of Karaoke has intentionally caused the damage, or the damage is the result of gross negligence by World of Karaoke.

**10.7** The customer (not being a natural person who does not act in the exercise of a profession or business) fully indemnifies World of Karaoke against any claim, however named, that the guest and/or any third party may make against World of Karaoke, if and to the extent that such claim can be broadly related to any (hospitality) service to be provided or provided by World of Karaoke under any agreement with the customer, or to the accommodation where such (hospitality) service was or should have been provided.

**10.8** The indemnity obligation referred to in article 10.7 also applies if the hospitality agreement with the customer and/or the guest is wholly or partially terminated for any reason.

## **Article 11 - Liability of the guest and/or customer**

**11.1** The customer and the guest, as well as those accompanying them, are jointly and severally liable for all damage that has been or will be incurred by World of Karaoke and/or any third party as a direct or indirect result of non-performance (attributable shortcoming) and/or wrongful acts, including violations of house rules, committed by the customer and/or the guest and/or those accompanying them, as well as for all damage caused by any animal and/or any substance and/or any object for which they are responsible or that is under their supervision.

## **Article 12 - Settlement and payment**

**12.1** The customer owes the price specified in the hospitality agreement or, if the hospitality agreement was made more than three months before the time at which the hospitality services under that agreement are to be provided, the prices applicable at the time the hospitality service(s) is/are provided. This includes prices listed on notices placed in a visible location by World of Karaoke or included in a list provided to the customer/guest, if necessary upon request. Changes in VAT rates will always be passed on to the customer. A list is considered to be visibly placed for the guest if it is visible in the normally accessible areas of World of Karaoke. For special services, such as the use of costumes, host/hostess, lockers, entertainment, security, etc., World of Karaoke may charge an additional fee.

**12.2** All invoices, including those related to cancellation or no-show, are due from the customer and/or guest at the time they are presented. The customer must ensure cash payment unless otherwise agreed in writing or otherwise specified.

**12.3** When an invoice is issued for an amount less than €300 according to the provisions of the fourth paragraph, World of Karaoke may additionally charge €25 in administrative fees. The provisions of this article apply to that amount as well.

**12.4** The guest and the customer are jointly and severally liable for all amounts owed to World of Karaoke by either or both of them for any reason. None of them can claim any right of priority for enforcement. Hospitality agreements are deemed to have been made on behalf of each guest unless otherwise specified. By appearing, the guest acknowledges that the customer was authorized to represent him/her at the conclusion of the relevant hospitality agreement.

**12.5** As long as the guest and/or customer has not fulfilled all their obligations to World of Karaoke, World of Karaoke is entitled to take and retain all goods brought by the guest and/or customer into World of Karaoke until the guest and/or customer has satisfactorily fulfilled all their obligations to World of Karaoke. In addition to a right of retention, World of Karaoke may, if applicable, have a pledge on the relevant goods.

**12.6** If other than cash payment has been agreed upon, all invoices, regardless of amount, must be paid by the customer to World of Karaoke within fourteen days of the invoice date. If an invoice is issued, World of Karaoke is always entitled to charge a credit limitation surcharge of 2% of the invoice amount, which will be waived if the customer pays the invoice within fourteen days.

**12.7** If timely payment is not made, the customer is in default without any formal notice of default being required.

**12.8** If the customer is in default, they must reimburse World of Karaoke for all costs incurred in the collection process, both judicial and extrajudicial. The extrajudicial collection costs are set at a minimum of 15% of the principal amount due, with a minimum of €200, plus the VAT due thereon.

**12.9** Furthermore, if the customer is in default, they owe interest at a rate 2% above the statutory interest rate. A part of a month is considered as a full month when calculating the interest due.

**12.10** If World of Karaoke has goods as referred to in Article 14.7 and the customer, from whom World of Karaoke has received the goods, is in default for three months, World of Karaoke is entitled to sell these goods publicly or privately and recover the proceeds from the sale. The costs associated with the sale are also charged to the customer, and World of Karaoke may recover these costs from the sale proceeds as well. Any remaining amount after World of Karaoke's recovery will be paid out to the customer.



**12.11** Any payment, regardless of any notation or comment made by the customer at the time of payment, will be deemed to be applied to reduce the customer's debt to World of Karaoke in the following order:

1. execution costs;
2. judicial and extrajudicial collection costs;
3. interest;
4. damages;
5. principal amount.

**12.12** Payment is made in Dutch currency. If World of Karaoke accepts foreign payment methods, the applicable market rate at the time of payment will apply. World of Karaoke may charge an administration fee of up to 10% of the amount offered in foreign currency. World of Karaoke can achieve this by adjusting the applicable market rate by up to 10%.

**12.13** World of Karaoke is never obliged to accept cheques, giro payment cards, or other similar payment methods and may attach conditions to the acceptance of such payment methods. The same applies to other payment methods not mentioned here.

## **Article 13 - Force majeure**

**13.1** Force majeure for World of Karaoke, which means that any resulting shortcoming cannot be attributed to World of Karaoke, shall include any foreseen or unforeseen, foreseeable or unforeseeable circumstance that makes the execution of the hospitality agreement by World of Karaoke so difficult that performing the agreement becomes impossible or burdensome.

**13.2** Such circumstances also include those affecting individuals, services, and institutions that World of Karaoke wishes to use in the execution of the hospitality agreement, as well as anything that constitutes force majeure or suspensive or dissolving conditions for the aforementioned, as well as default by the aforementioned.

**13.3** If either party to a hospitality agreement is unable to fulfill any obligation under that agreement, they are required to notify the other party as soon as possible.

## **Article 14 - Lost and found**

**14.1** Items lost or left behind in the premises and its appurtenances of World of Karaoke, which are found by the guest, must be promptly handed over to World of Karaoke.

**14.2** Items for which the rightful owner does not come forward within one year after their delivery to World of Karaoke will become the property of World of Karaoke.

**14.3** If World of Karaoke sends items left behind by the guest to the guest, it will be entirely at the guest's expense and risk. World of Karaoke is never obliged to send such items.

## **Article 15 - Corkage fees**

**15.1** If the guest and/or client consumes beverages in the premises of World of Karaoke that are not provided by World of Karaoke, the client is obliged to pay a corkage fee for each bottle consumed.

**15.2** If the guest and/or client consumes food in the premises of World of Karaoke that is not provided by World of Karaoke, the client is obliged to pay a kitchen fee for such food.

**15.3** The amounts referred to in Articles 15.1 and 15.2 will be agreed upon in advance or, in the absence of a prior agreement, reasonably determined by World of Karaoke.

## **Article 16 - Applicable law and disputes**

The hospitality agreements are governed exclusively by Dutch law.

**16.1** In the event of disputes between World of Karaoke and a client (not being a natural person who does not act in the exercise of a profession or business), the competent court in the place of residence of World of Karaoke shall have exclusive jurisdiction, unless a different court is competent under mandatory legal provisions, and without prejudice to the right of World of Karaoke to have the dispute settled by the court that would be competent in the absence of this clause.

**16.2** If and as soon as a dispute resolution committee is established under the auspices of Koninklijk Horeca Nederland and any other involved organizations, disputes for which the dispute resolution committee has been set up shall be resolved in accordance with the regulations drawn up for this purpose.

**16.3** All claims by the client shall expire one year after they arise.

**16.4** The invalidity of one or more provisions in these general terms and conditions shall not affect the validity of all other provisions. If a provision in these general terms and conditions is found to be invalid for any reason, the parties are deemed to have agreed upon a valid substitute provision that as closely as possible approximates the intent and scope of the invalid provision.