



GENERAL TERMS AND CONDITIONS OF STICHTING INNOVATION:LAB

In these general terms and conditions, we explain the terms under which we provide services to you. We recommend that you read these terms carefully and contact us if you have any questions.

1. GENERAL

1.1 Who We Are and What We Do

Stichting Innovation:Lab (KVK number 94817251) is a non-profit foundation dedicated to creating conditions for artistic innovation and cultural development. Our mission is to explore, promote, and integrate emerging technologies in the arts and culture sector, both independently and in collaboration with partners.

We offer various services, including general and tailored advice, training programs, workshops, lectures, conferences, and information dissemination through newsletters, emails, personal contacts, events, and our website www.innovationlab.nu.

1.2 Our Contact Details

If you wish to contact us, you can do so using the following details:

Stichting Innovation:Lab
(Visiting) Address:
Gietijzerstraat 10
3534 AV Utrecht

RSIN Number: 866901929
KVK Number: 94817251

1.3 Definitions

In these general terms and conditions, the following definitions apply:

- Event: A meeting or gathering organized as part of our services.
- Order: Your request to us for the provision of products or services.
- Client: You, the natural or legal person placing the order.
- Agreement: The agreement between us and the client for the provision of products or services.
- Product: Goods and/or services provided by us.
- In Writing: Communication via email, fax, or any other method considered equivalent under applicable law.

2. APPLICABILITY, SCOPE, AND AMENDMENT OF THESE TERMS

2.1 Applicability of These Terms

These terms apply to all our services, offers, orders, agreements, and any legal relationships arising from them.

2.2 Exclusion of Your Terms or Those of Third Parties

Any general terms and conditions used by you or third parties are explicitly excluded.

2.3 Deviations from These Terms and the Agreement

Deviations from these terms or the agreement are only binding if confirmed by us in writing.

2.4 Terms in Other Languages

If these terms are provided in a language other than Dutch, the Dutch text prevails in case of disputes.

2.5 Extension of These Terms to Third Parties

Third parties involved in the execution of the agreement may also invoke these terms.

2.6 Multiple Clients

If services are provided to multiple clients, all clients are jointly and severally liable for fulfilling the obligations under the agreement.

2.7 Amendment of These Terms

We may amend these terms. The amended terms will also apply to ongoing agreements unless you object within 21 calendar days of notification.

2.8 Invalidity of Provisions

If any provision of these terms is deemed invalid, the remaining provisions remain in effect, and the invalid provision will be replaced by a valid one with a similar effect.

3. QUOTATIONS, BOOKINGS, AND FORMATION OF THE AGREEMENT

3.1 Quotations Are Non-Binding

Our quotations are non-binding unless explicitly stated otherwise in writing.

3.2 Validity of Quotations

Quotations are valid for 14 days unless a different period is specified.

3.3 Formation of the Agreement

The agreement is formed when we confirm your order in writing.

3.4 Changes to the Agreement

Changes to the agreement must be confirmed by us in writing.

3.5 Additional Work

Additional work resulting from changes to the agreement will be charged at the agreed rates.

4. EXECUTION OF THE AGREEMENT AND DELIVERY TIMES

4.1 Execution of the Agreement

We will perform our services with due care, in accordance with the agreement.

4.2 No Third-Party Rights

The agreement is solely for your benefit, and third parties cannot derive rights from it.

4.3 Delivery Times

Agreed delivery times are not strict deadlines unless explicitly stated.

4.4 Provision of Information

You must provide all necessary information for the execution of the agreement in a timely and accurate manner.

4.5 Cooperation

You must provide the necessary cooperation and resources for the execution of the agreement.

4.6 Involvement of Third Parties

We may engage third parties to perform parts of the agreement.

4.7 We Are the Contractor

We are always the contractor, and all orders are deemed accepted by us.

4.8 Execution in Phases

We may execute the agreement in phases and invoice each phase separately.

5. PRICE AND PAYMENT

5.1 Price and Costs

Our prices are in euros and exclude VAT, taxes, and other costs unless stated otherwise.

5.2 Price Changes

We may change our prices at any time, but confirmed orders will be charged at the agreed price.

5.3 Payment Terms

Invoices must be paid within 14 days unless otherwise agreed.

5.4 Advance Payment

We may request an advance payment before starting the work.

5.5 Default in Payment

If payment is not made on time, we may suspend or terminate the agreement and charge interest and collection costs.

5.6 Complaints About Invoices

Complaints about invoices must be submitted in writing within 8 days of receipt.

6. CONFIDENTIALITY, PRIVACY, DATA PROCESSING, AND SECURITY

6.1 Confidentiality

Both parties must keep confidential information obtained under the agreement confidential.

6.2 Disclosure to Third Parties

Confidential information may only be disclosed to third parties if necessary for the agreement.

6.3 Return or Destruction of Confidential Information

Confidential information must be returned or destroyed upon request.

6.4 Privacy and Data Processing

Both parties must comply with applicable privacy laws, including the GDPR.

6.5 Security

Both parties must take reasonable measures to protect confidential information and personal data.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Intellectual Property Belongs to Us

All intellectual property rights in materials provided under the agreement belong to us.

7.2 Transfer of Intellectual Property

Any transfer of intellectual property rights must be agreed in writing.

7.3 Prohibition on Removal of References

You may not remove references to confidentiality or intellectual property rights from materials provided.

7.4 Indemnification for Intellectual Property Provided by You

You guarantee that no third-party rights are infringed by the intellectual property you provide to us.

8. TERMINATION, CANCELLATION, AND WITHDRAWAL OF THE AGREEMENT

8.1 Right to Terminate

Either party may terminate the agreement in case of a material breach.

8.2 Performance Already Rendered

Performance already rendered will be paid for unless the breach is material.

8.3 Your Cancellation and Termination

You may not terminate an agreement for a fixed term prematurely.

8.4 Right of Withdrawal for Consumers

Consumers have a 14-day withdrawal period unless excluded by law.

8.5 Our Cancellation and Termination

We may terminate the agreement without giving reasons.

8.6 Termination Due to Payment Issues or Restructuring

The agreement may be terminated in case of insolvency or restructuring.

9. LIABILITY AND INDEMNIFICATION

9.1 General

Our liability is limited as permitted by law.

9.2 Limitation of Liability

Our liability is limited to the amount paid by our insurer or €2,500, whichever is lower.

9.3 Exclusion of Liability

We are not liable for indirect damages, lost profits, or data loss.

9.4 Reasonable Period for Remedying Breaches

Our liability arises only after a reasonable period to remedy the breach has passed.

9.5 Complaint Period

Claims for damages must be submitted within 12 months of the event causing the damage.

9.6 Indemnification

You indemnify us against third-party claims arising from defects in products or systems you supply.

9.7 Third-Party Rights

Limitations of liability also apply to third parties involved in the agreement.

9.8 Liability of Our Personnel

Our personnel and contractors are not personally liable.

9.9 Liability for Loss or Theft During Events

We are not liable for loss or theft of property during our events.

10. FORCE MAJEURE

Neither party is liable for failure to perform due to force majeure, including events beyond our control.

11. TRANSFER OF RIGHTS AND OBLIGATIONS

You may not transfer your rights or obligations under the agreement without our prior consent.

12. APPLICABLE LAW, DISPUTE RESOLUTION, AND COMPLAINTS PROCEDURE

12.1 Applicable Law

Dutch law applies to the agreement.

12.2 Competent Court

Disputes will be resolved by the Dutch courts.

12.3 Complaints Procedure
We aim to resolve complaints amicably.
