



AMSTERDAM SKILLS CENTRE  
*for health sciences*



# Standard Terms & Conditions of Hire

Amsterdam Skills Centre  
For Health Sciences

## Article 1 - Definitions

The terms used in these Standard Terms and Conditions of Hire have the following meaning, unless other written agreements have been made about this. Terms in the singular are also deemed to include the plural and vice versa, in so far as the text requires this.

- 1.1 **Agreement:** the written hire agreement between ASC and the Hirer or, when the occasion arises, the Confirmation of Reservation regarding the hire of the Hired Premises and the additional facilities (products and services) including its Schedules and any annexes thereto.
- 1.2 **Confirmation of Reservation:** the written confirmation to the Hirer, drawn up by ASC, setting out the essentials relating to the event, the Hirer, the hired premises, the hire period and the hire charge.
- 1.3 **Confirmation of option:** the written confirmation to the Hirer, drawn up by ASC, setting out the essentials relating to the first or provisional option granted, the event, the Hirer, the hired premises, the hire period and the hire charge.
- 1.4 **Skills Centre:** the Amsterdam Skills Centre for Health Sciences BV in Amsterdam, The Netherlands.
- 1.5 **Deposit:** the deposit for additional costs described in article 4.4 below.
- 1.6 **Event:** the event, being a course, a conference, exhibition, presentation, meeting or other event, for which the hired premises are made available and as further described in article 1 of the agreement.
- 1.7 **Facilities Regulations:** the rules and regulations drawn up by ASC in respect of the use of its facilities which can be permanently (24/7) consulted by the Hirer and other interested parties on and/or downloaded from ASC's website. ([www.asc.amsterdam/terms](http://www.asc.amsterdam/terms), Standard Terms and Conditions page).
- 1.8 **Hirer:** a natural person or legal entity who concludes an agreement with ASC or to whom ASC has sent a confirmation of reservation or a confirmation of option, as the case may be.
- 1.9 **Hire Charge:** the hire charge specified in the confirmation of reservation or, when the occasion arises, in the confirmation of option.
- 1.10 **Hire Period:** the period or periods specified in the (most recent) confirmation of reservation or confirmation of option during which the hired premises will be available to the Hirer.
- 1.11 **Hired Premises:** the (meeting and conference) rooms, the (exhibition) halls, the Elicium, the lounges and/or the foyers of the Convention Centre, as expressly specified in the confirmation of reservation.
- 1.12 **Participants:** the participants in the event, such as the Hirer, exhibitors, sponsors, suppliers and visitors.
- 1.13 **Party(ies):** the party(ies) to the agreement.
- 1.14 **Payment Plan:** a written overview drawn up by ASC setting out the dates on which the Hirer owes to ASC the hire charge and the deposit as attached to the agreement as schedule 2.
- 1.15 **ASC:** ASC Amsterdam B.V., which has its registered office at Tafelbergweg 47, 1105 BD Amsterdam, the Netherlands (Trade Register number: 69917728).
- 1.16 **Reservation Value:** the value of the quotation.
- 1.17 **Schedule:** a schedule to the agreement.
- 1.18 **Standard Terms:** these Standard Terms and Conditions of Hire ASC Convention Centre.

## Article 2 - Conclusion of the agreement and options

2.1 The content of the legal relationship between parties is determined by their conversations and correspondence, including any confirmations of option and/or confirmations of hire and by means of (whats)apps, letters and e-mail messages.

2.2 ASC may grant the Hirer a so-called 'First Option', a 'Provisional Option' or a 'Reservation' by means of a confirmation of option/reservation clearly setting out the conditions:

2.2.1 **A First Option** applies for the period specified in the confirmation of option, subject to a maximum of ten (10) days. After the expiry of the recorded option period, the first option will lapse by operation of law. If, during the first option period, other parties are seriously interested in hiring the same premises, ASC shall inform Hirer, which shall confirm within three (3) working days whether or not it will convert the first option into a provisional option. If in such case, Hirer decides not to confirm the first option, such first option will lapse, and ASC will be free to hire the premises out to others. ASC confirms a first option by means of (whats)app, letter and/or e-mail message and by sending a (link to an) Application Form regarding course/event information.

2.2.2 **A Provisional Option** is granted after receiving the preferred dates (1 per course) and a fully completed Application Form. The provisional option expires ten (10) working days after receiving a quotation from the ASC. After the expiry of the option period, the Provisional Option will lapse by operation of law. The Option Confirmation will describe the provisional nature of the option as accurately as possible by ASC.

2.2.2.1 A Provisional Option can be granted after completing the Application Form, which can be obtained directly from ASC in hard copy or through ASC's online application module. The completed and duly signed Application Form must be submitted to ASC. If the Application Form is completed and signed by someone other than a legal representative of the Applicant, the correct name and contact details of a legal representative of the Applicant must be filled in on the Application Form.

2.2.2.2 ASC will enter the data obtained in a database kept by it for this purpose. By submitting an application the Hirer authorises the use and storage of the data once a Reservation has been concluded. ASC may use these data for event-related publication purposes through a catalogue, website, social media etc.

2.2.3 **A Reservation** is granted after agreement on the send quotation by the ASC and the corresponding terms and conditions. Agreement on the quotation and the terms and conditions can be given by a signature under the quotation from a legal representative of the Hirer or by explicit agreed reservation writing

via e-mail. After the reservation is granted by the ASC, the cancellation policy is in place.

2.2.3.1. Changes in the reservation can only be made with consent of the ASC and can influence the given (and signed) quotation.

2.2.3.2 Changes in the number of attendees per event / course can be done up to 14 days prior to the event/course and may not exceed 10% up or down.

2.2.3.3 To comply with the Dutch safety regulations the ASC requires to receive a list of all participants (incl. attendees, faculty, guests) four (4) weeks prior to the event/course. The list must include first name, last name, country and role for all participants.

### **Article 3 - The hired premises**

- 3.1 It is the responsibility of the Hirer to determine whether:
- 3.1.1 the hired premises (wetlabs, conference centre etc.) are suitable for the event before entering into the agreement.
  - 3.1.2 the available equipment, instruments and disposables available are suitable for the event before entering into the agreement.
- It is the responsibility of the Hirer to ship own equipment, instruments and disposables on time before the event set-up and to ship all unused equipment back within two (2) working days after cleaning. The Hirer pays for the removal of packaging materials.
- 3.2 The hired premises consist solely of the premises described in the confirmation of reservation and the facilities set out therein. Unless expressly agreed otherwise in writing, (central) entrances, passageways, halls, toilettes, staircases, outdoor areas and car parks/parking spaces do not form part of the hired premises.
- 3.3 Without the prior written consent of ASC the Hirer is not permitted to:
- 3.3.1 use the hired premises for a purpose other than that described in the agreement or, when the occasion arises, the confirmation of reservation;
  - 3.3.2 sublet all or part of the hired premises or otherwise allow use by third parties, with the exception for exhibitors if the event is an exhibition;
  - 3.3.3 exhibit goods and services in the hired premises that are not covered by the exhibition programme described in the agreement;
  - 3.3.4 give the event a different name or substantially change the nature of the event during the term of the agreement, provided always that ASC shall not withhold its consent on unreasonable grounds.
- 3.4 Hirer shall not, and shall ensure that participants shall not, cause nuisance or inconvenience to ASC or third parties through its use of the hired premises.
- 3.5 If and to the extent applicable, the provisions of the standard terms will also apply to participants. The Hirer shall inform participants of the standard terms and shall remain responsible and jointly and severally liable for the (proper) performance of the standard terms by participants. The Hirer indemnifies ASC against all claims of third parties resulting from any infringement of these terms by the participants.
- 3.6 The opening hours of the facility are from 8:00 until 16:30. A day rented at the facility is from 8:00 until 16:30. The Wetlab runs until 16:00 unless otherwise agreed. On the day of rental access to the building and wet-lab is possible form

7:00 for set-up purposes. Set up prior to the course or event day has to be agreed upon.

#### **Article 4 - Additional equipment, instruments, products and services**

- 4.1 Unless provided otherwise in the quotation or agreement, all costs incurred in connection with equipment, goods and services to be provided by ASC or others, such as the cost of disposables, gases and gas equipment electricity, water, compressed air, cleaning, removal of waste, security, audiovisual equipment, furniture, catering services, operation of technical and medical equipment, special traffic management and so forth, will be charged separately to the Hirer. The costs for these additional equipment, goods and services will be (post-)calculated in accordance with the rates applicable during the hire period.
- 4.2 The Hirer shall liaise with ASC as soon as reasonably possible and in any event no later than three (3) calendar months before the hire period regarding (i) the (medical) equipment, instruments, goods and services which Hirer shall require with a view to the course or event and (ii) any other matters of relevance to parties in relation to the agreement or the event. If the Hirer fails to liaise with ASC on time, ASC will no longer be able to guarantee adequate delivery of the required equipment and services.
- 4.3 Hirer is not allowed to resell Products purchased or used from ASC to third parties, unless Hirer has received prior written consent from ASC.
- 4.4 The Hirer can owe ASC a deposit for the additional goods and services referred to in this article. The amount of the deposit will be calculated by ASC either as a percentage of the hire charge to be fixed by ASC or on the basis of a budget of the relevant costs as drawn up by ASC by reference to a previous edition of the event in the Skills Centre.
  
- 4.6 Any last-minute requests of equipment, instruments, disposables, products or services that is not specified in the quotation will be charged on post-calculation. The Hirer agrees to the costs with the rates applicable during the hire period and if in doubt is responsible to ask for the specific costs of the requested goods.

#### **Article 5 - Payment**

- 5.1 The hire charge and deposit will be paid by the Hirer no later than the dates referred to in the payment plan or, in the absence of a payment plan, within twenty-one (21) days of the date of the invoice. The Hirer has no right to claim a discount, suspension of payment or set-off. If a due date is exceeded, ASC will be entitled to charge the Hirer interest.
- 5.2 The Hirer agrees to pay the turnover tax (VAT) as charged by ASC on the hire charge, the deposit, and on any cancellation costs in accordance with applicable law.
- 5.3 The Deposit will be set off against the final invoice to be issued by ASC as soon as possible after the Hire period has ended, provided that the Hirer has fulfilled its obligations towards ASC. If the amount to be paid by the Hirer to ASC exceeds the amount of the Deposit, ASC shall send the Hirer an additional

invoice for the difference as soon as possible after the Hire Period. The Hirer shall be obliged to ensure that the sum specified in the (additional) invoice is paid to ASC within twenty-one (21) days.

## **Article 6 - Fitting and vacating the hired premises**

- 6.1 The fitting, use and vacating of the hired premises will take place in consultation with ASC and in accordance with the facilities regulations. The Hirer shall ensure that the participants shall comply with the instructions of ASC and the facilities regulations. ASC may amend or add instructions regarding the fitting, use and vacating of the hired premises, for instance, if such is considered advisable by the fire department, police or ASC in view of (public) order or safety and/or in connection with legislation or regulations.
- 6.2 Without the prior written consent of ASC, no changes may be made to the hired premises or the surroundings of the Conventions Centre, for example, by posting, (de)contracting, drilling, nailing and/or painting. At the Hirer's expense, ASC may restore to its original condition anything that has been installed, damaged, removed or changed, without the need for any formality and/or recourse to the courts.
- 6.3 The work to be performed in the hired premises with regard to temporary connections to the ASC infrastructure for electricity, telephone and other data communication equipment, as well as (pre)rigging, may be performed by parties so designated by ASC only. The costs involved will be borne entirely by the Hirer and/or the participants.
- 6.4 The Hirer shall accept the hired premises in the condition they are in at the start of the hire period. Any damages to the hired premises or other areas in or around the Skills Centre provided to Hirer found during or at the end of the hire period will be deemed to have occurred during the hire period and repairs will be for risk and account of the Hirer unless Hirer can prove that (i) the damages existed before the hire period or did not worsen during the hire period and the Hirer reported the damages to ASC in writing at the start of the hire period, (ii) the damages were caused by ASC or its personnel, or (iii) the damages are a consequence of normal wear and tear. Such damage may be repaired by ASC at Hirer's risk and expense.
- 6.5 On the date (and at the time) on which the hire period ends as specified in the confirmation of reservation, the Hirer shall deliver the hired premises, clean and vacated, in the condition in which the hired premises were made available to Hirer and, where necessary, after undoing any changes which the Hirer may have made to the hired premises. If the hired premises are not delivered to ASC on time, to ASC's satisfaction, ASC will be entitled to take any measures it deems necessary in order to effectuate correct delivery for the Hirer's risk and expense.

## Article 7 - Order and safety

- 7.1 The Hirer shall comply with all rules and regulations as issued by the competent authorities from time to time, including for example, the province of Noord-Holland, the municipality of Amsterdam, the fire department, the North Sea Canal Environment Agency the Food and Consumer Product Safety Authority and Buma/Stemra (the Dutch Performing Rights Organisation). The Hirer shall consult with ASC on its plans for the layout of the hired premises no later than two (2) months prior to the start of the hire period, so that any required changes, for instance in connection with applicable regulations and/or the functioning of the hired premises, can be on time.
- 7.2 The security of the hired premises, both inside and outside, will be arranged in close consultation with ASC and subject to the reasonable guidelines issued by ASC in respect of the security profile of the event. Security will include the security at the entrance(s) to the hired premises during the hire period. The Hirer shall comply with ASC's instructions regarding safety and security
- 7.3 ASC retains the right take charge of over the security of an event, at Hirer's expense, in the interest of public order. During the larger events ASC shall arrange first aid instructions in close consultation with the Hirer.
- 7.4 It is the Hirer's responsibility to ensure that the process around changing into scrubs is done in an orderly fashion, particularly with regards to the number of individuals that enter the changerooms at once. The changing process should be carried out in smaller groups or portions at different time slots. E.g. upon arrival or before/after coffee breaks. In case of a wetlab with more than 72 delegates (non industry participants), the Hirer can request the wardrobe to be altered to a temporary fourth changing room.
- 7.5 ASC as well as the Hirer will ensure that the hired premises and the other space or spaces and (outdoor) sites made available for the event have a well-kept appearance during the hire period.
- 7.6 The affixing of advertisements in, on, to and/or around the hired premises (including (public) space or spaces and (outdoor) sites) will take place only with the prior written consent of ASC.
- 7.7 The Hirer shall accept the equipment that forms part of the hired premises in the condition in which it is at the start of the hire period. The Hirer shall use the equipment carefully and for its intended purpose and shall return it at the end of the hire period in the same condition in which it was at the start of the hire period. Damage to equipment will be deemed to have been caused by Hirer unless Hirer informed ASC of the damage prior to the start of the hire period.
- 7.8 ASC is not liable for damages resulting from the hire or use of the equipment, unless such damage is a direct consequence of intent or deliberate recklessness on the part of ASC. Any damage to be reimbursed will in all cases be limited to the lesser of the repair or replacement of equipment and to reimbursement of the paid out under ASC's insurance.
- 7.9 The Hirer shall ensure that no easily flammable or explosive substances, gases or hazardous substances (including chemical pesticides and insecticides) or foul-smelling substances or radioactive sources are present in the hired premises during the hire period without the prior written consent from ASC.
- 7.10 If the Hirer and/or participants intend to use open, flowing, sprayed and/or atomised liquids in the hired premises, the Hirer and/or participants shall give ASC timely written notice and shall comply with all applicable rules. Without the express written consent of ASC, the use of these liquids is not permitted.



- 7.11 The Hirer shall ensure that the products and services exhibited and present in the hired premises during the event are of sound quality and at all times meet the all relevant requirements and regulations and do not infringe the rights of third parties.
- 7.12 Smoking is not permitted in the Skills Centre. Any fines for infringements of the Dutch legislation and regulations in respect hereof will be borne by the Hirer.

## **Article 8 - Liability**

- 8.1 ASC is not liable for any damage resulting from a failure to comply with any provision of the agreement or a failure to do so fully or in time, except in the event of intent or wilful recklessness on the part of ASC.
- 8.2 ASC is not liable for the consequences of defects of which it was unaware and was not required to be aware upon entering into the agreement.
- 8.3 Participants, personnel or third parties engaged by or on behalf of participants, and other users of the hired premises, as well as their property are in the hired premises at their own risk, or, as the case may be, at the risk of these parties. ASC is not required to insure these risks. The Hirer shall take out adequate insurance against third-party liability, fire and theft. No later than thirty (30) days before the start of the hire period the Hirer shall hand over, at the first request of ASC, a certificate of its insurance company/companies or insurance broker showing that it is adequately insured at the time of the hire period and that the relevant premiums have been paid.
- 8.4 ASC is not liable for damages suffered by participants as a consequence of the activities of other Hirers or of obstacles to the use of the hired premises which are caused by third parties, unless there has been intent or deliberate recklessness on the part of ASC.
- 8.5 The Hirer and not ASC shall be liable for damage to property and/or persons caused in the hired premises and/or on the sites belonging thereto, unless in case of intent or wilful recklessness on the part of ASC or unless it can be irrefutably established that such damage is entirely unconnected with the event.

## **Article 9 - Indemnity**

- 9.1 The Hirer warrants that it shall timely obtain all permits licenses and contents required in order to hold the event in the hired premises, and that it will comply with any conditions attached to them. Refusal or cancellation of such permits licenses or contents will not constitute grounds for (i) Hirer to terminate the agreement without costs or (ii) a claim against ASC. The Hirer shall supply ASC with a copy of the aforesaid permits and licences as soon as ASC requests.
- 9.2 The Hirer shall indemnify ASC against all claims which third parties may be able to enforce against ASC in connection with acts and omissions on the part of participants and/or persons for whom participants are liable or who are present in the hired premises on account of the event.
- 9.3 In the Netherlands there is a prohibition on employing foreign nationals without a work permit, as laid down in the Foreign Nationals (Employment) Act (the Wav of "Act"). The Hirer shall observe the statutory provisions of this act and shall, pursuant to article 3.4 above, impose a requirement on participants that they also comply. The Hirer expressly acknowledges that ASC is not responsible or liable for compliance with the act in respect of personnel and/or third parties set

to work by or on behalf of participants, and indemnifies ASC against fines which may be imposed on it and/or claims brought against it under the act, regardless of whether or not such fines and/or claims are correct.

## **Article 10 - Catering and restaurants**

- 10.1 Unless agreed otherwise in writing, ASC has the exclusive right to provide catering within the hired premises.
- 10.2 Participants may not sell or serve (for example by sampling) food or beverages unless agreed otherwise by ASC in writing, on conditions yet to be agreed in connection with the hospitality permits in force and the food safety regulations in the Netherlands. Only ASC may supply food and/or beverages to the participants and other third parties and their personnel (including the supply of food and/or beverages to and at (event)stands).

## **Article 11 - Licences and consents**

- 11.2 The Hirer shall verify if the activities which it or participants intend to organise or hold in view of the event require ASC's consent. If a participant fails to (timely) request consent for the organisation of an activity that falls within the scope of the licence, ASC may refuse consent and/or forbid the activity
- 11.3 The Hirer shall observe all conditions and instructions which ASC may impose with a consent promptly and without reservation and shall ensure that participants do the same. Participants shall immediately cooperate with compliance checks carried out by ASC in respect of the conditions imposed with a consent.
- 11.4 ASC is not liable for any loss or damages as a result of (i) the Participants not correctly or timely complying with any of the conditions or instructions imposed by ASC with a consent or (ii) actions undertaken by the competent authorities or ASC as supervisor in view of compliance with a license or consent. In case of failure to fully and correctly comply with a license or any of the conditions or instructions imposed by ASC with a consent, the Hirer shall be liable for the loss or damages which ASC suffers as a result. For the avoidance of doubt, the damages referred to in this provision will include damages as a result of sanctions or fines imposed by the competent authority.
- 11.5 The Hirer indemnifies ASC against all claims of third parties who use or wish to use the consent, in so far as such claims are in any way connected with, for example, the refusal or granting of consent, the content of the consent or the measures which ASC or the competent authority takes in connection with supervision and enforcement of the conditions attached to the consent. Such is without prejudice to the liability of the Hirer pursuant to the article 11.4 out above.

## **Article 12 - Cancellation by the Hirer**

- 12.1 The agreement may be terminated by the Hirer with immediate effect without the obligation for Hirer to pay any compensation to ASC:
- 12.1.1 in the event of ASC's bankruptcy, suspension of payments or other inability to perform its obligations (financial and otherwise);
- 12.1.2 if ASC fails to perform its material obligations under the agreement after being given written notice of default (in so far as this is reasonably feasible in relation to the event).

- 12.2 In the event of cancellation by the Hirer of the hire of one or more wetlabs (meeting and conference) rooms and/or lounges and other spaces, the Hirer shall owe ASC the following percentage of **the reservation value** depending on the moment of cancellation: more than 180 days, 10% | 180 - 121 days, 25% | 120 - 61 days 50% | 60 - 31 days 75% | less than 31 days: 100% of the reservation value due.
- 12.3 Hirer shall not be entitled to invoke force majeure in case of cancellation of the Agreement in whole or in part.

### **Article 13 - Cancellation by ASC**

- 13.1 The agreement may be terminated by ASC with immediate effect:
- 13.1.1 in the event of the Hirer's bankruptcy, suspension of payments or other inability to fulfil its obligations (financial and otherwise);
  - 13.1.2 if material property of the Hirer is seized or attached or becomes subject to similar measures ordered by a court;
  - 13.1.3 in case of a change of control over the Hirer or the event;
  - 13.1.4 on the instructions of the authorities. Hirer is aware that ASC is under the supervision of various authorities (municipality, fire department etc.), whose changed insights may result in restrictive measures for an event;
  - 13.1.5 if the Hirer fails to perform its material obligations under the Agreement after being given written notice of default (in so far as this is reasonably feasible in relation to the Event);
  - 13.1.6 in the event of force majeure.
- Termination by ASC based on article 13.1.1 up to and including 13.1.5 will be deemed a termination caused by Hirer for which the cancellation fees as set out in article 12 above will apply. Hirer will not be entitled to claim any form of costs or damages incurred, but only to a (possible) refund of the Reservation Value, in the event of termination according to (i) article 13.1.5, if the termination in no way can be attributed to Hirer and/or the Event, or (ii) article 13.1.6.
- 13.2 If the Agreement is terminated by ASC as a consequence of one or more of the circumstances referred to in Article 13.1 above, ASC will be entitled, after giving notice of default (in so far as this is reasonably feasible in relation to the Event), to undertake all action, at the Hirer's risk and expense, which the Hirer would have been obliged to undertake under the Agreement, without prejudice to the Hirer's obligation to perform under the Agreement and pay compensation for the costs and loss and damage resulting from such termination.

### **Article 14 - Miscellaneous**

- 14.1 The Hirer is obliged at all times to give the personnel and representatives of ASC access to any part of the hired premises
- 14.2 The operation of cloakrooms and toilets in the hired premises is reserved to ASC and/or to third parties engaged by ASC.
- 14.3 The Hirer may not give any tips, rewards or gifts to persons in the employ of ASC or otherwise engaged by ASC.
- 14.4 The Hirer agrees that the event will be included in ASC publications (including internet).
- 14.5 The Hirer is not permitted to use ASC's (trade)names images, photo's and/or trademarks in its publications without the prior written consent of ASC.

## **Article 15 - Confidentiality**

15.1 Each party shall treat as confidential and not disclose or use any information contained in this agreement of information that becomes available in the course of performing the agreement and of which it has been notified by the other party that the information is confidential or that it should reasonably understand is confidential, unless and in so far as:

15.1.1 disclosure is required by the Agreement, by law or by the courts;

15.1.2 disclosure is required by a supervisory authority or public body;

15.1.3 disclosure is necessary to enforce this Agreement in court proceedings;

15.1.4 the other Party has given written permission for disclosure;

15.1.5 the information has come into the public domain through no fault of the disclosing Party;

15.1.6 disclosure is necessary in order to obtain advice from a professional adviser.

In the event of disclosure of information in the cases referred to above, the disclosing Party shall consult the other Party about the content, form and timing of the intended disclosure.

## **Article 16 - Notices**

All notices and other communications under this agreement must be in writing in English and delivered by hand or sent by registered mail, express courier or e-mail to the appropriate addresses set out in the confirmation of reservation.

## **Article 17 - Applicability of the agreement and standard terms and conditions**

17.1 The invalidity or unenforceability of any provision of the agreement will not affect the validity or enforceability of any other provision of this agreement. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision.

17.2 The applicability of any standard terms and conditions of any of the Participants is expressly excluded.

17.3 In addition to the Standard Terms, the Ethical Regulations and Media Regulations apply. If and in so far as the Ethical Regulations or Media Regulations conflict with the Standard Terms, the provisions of the Ethical Regulations or Media Regulations will prevail. The Ethical Regulations and Media Regulations may be downloaded from ASC's website ([www.asc.amsterdam/terms/ethics](http://www.asc.amsterdam/terms/ethics) and [www.asc.amsterdam/terms/media](http://www.asc.amsterdam/terms/media)).

17.4 This agreement may only be amended in writing by mutual agreement between parties.

17.5 The Hirer agrees that ASC will digitise the signed Agreement as a PDF file or digitize the explicit agreed reservation writing via email and will keep only this digital PDF version in its records. Parties shall acknowledge this digital version of the agreement as the original agreement which is binding on the parties and has the same legal force and evidential value as the original.

## **Article 18 - Choice of law and forum**

18.1 The Agreement will be governed by the law of the Netherlands

18.2 The District Court in Amsterdam, the Netherlands, will be exclusively competent to hear all disputes that may arise either in connection with or in the performance of the agreement or any agreements yet to be concluded by the parties with regard to the agreement.

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