

# Terms and Conditions

## DEFINITIONS

1. Terms and Conditions: the general terms and conditions used by Eclair Studio, which have been published at the Eclair Studio website, [www.eclairstudio.nl](http://www.eclairstudio.nl).
2. Eclair Studio: has its location at 2e Schuystraat 138 & Reinkenstraat 48 Den Haag and is listed in the Trade Register under number ..... as Eclair Studio B.V.
3. The STUDIO: the space on the Reinkenstraat
4. The STUDIOSchuyt: the space on 2e Schuytstraat
5. Owner: is Eclair Studio
6. Tenant: is the one that rents one of the studios for workshop, event or photoshoot
7. Participants: the participants join in an activity of the tenant
8. Cancellation means the termination of the rental agreement by the tenant.

---

## CANCELLATION

If the rental can't continue for whatever reason, we apply these cancellation terms:

1. Up to 30 days before the rental takes place, the rental can be canceled free of charge;
2. Up to 8 days before the start of the event, the tenant must pay 50% of the entire rental amount.
3. In case of cancellation in less than 7 days before the start of the event, the tenant must pay 100% of the entire rental amount.
4. Cancellation of rent is done by email [events@eclair.studio](mailto:events@eclair.studio).

## REQUEST TO MOVE DATE BY TENANT

1. The first reschedule is free and only possible up to 72 hours before your booking starts. When your booking moves your booking a second time, we charge 50 euros ex VAT.
2. If you request a transfer within 72 hours, we are forced to charge 50% of the amount of the booking. If you want to move within 24 hours, we unfortunately have to charge 100% and therefore the full amount. Please read our terms and conditions carefully before accepting. When placing the reservation you have agreed to these conditions.

## CANCELLATION BY OWNER

1. The owner has the right to refuse the booking.
2. If the studio can't be rented due to force majeure (e.g. leakage), a new date is chosen in consultation with the tenant and the tenant also receives a discount of 25% on the fixed rental amount.
3. In case of force majeure, the owner cannot be held liable for costs already incurred by the tenant.

## LIABILITY

1. The owner can't be held liable in any way, nor by the tenant, nor by users. This applies to possible material damage as a result of stay within Eclair Studio, as well as for possible damage as a result of the activities offered by tenants.
2. Eclair Studio is in no way responsible or liable for any psychological or physical complaints that arise during, before or after participation in an activity of tenants and users.
3. The tenant is held fully liable for its participants and/or guests, partners or other contacts which can be traced back to the tenant and which cause damage.

## PRIVACY

1. We respect your privacy.
2. Personal and company data is never shared with a third party.
3. We store the following data: e-mail address + billing information.

---

## **Rent for workshop, event or 1 on 1**

### RESERVATIONS Rent for workshop, event or 1 on 1

1. Reservations are made by register at the website agenda
2. It is possible to keep a date in option until another interested party registers. In that case, a choice must be made within 24 hours and we will ask for a deposit of 50% which is non-refundable.
3. The reservation is final if it has been confirmed by Eclair e-mail
4. Cancellation can only be done by email [events@eclair.studio](mailto:events@eclair.studio) and is final when confirmed by Eclair Studio

### BILLING AND PAYMENT Rent for workshop, event or 1 on 1

1. The agreement to rent the studio is confirmed by email by Eclair Studio. The date, time and price and any details will be finalized via email.
2. The invoice will be sent upon confirmation of the rental and must be paid on the day the rental takes place.
3. If payment is not received on time, the owner is free to cancel the payment to cancel the reservation.
4. For an invoice above €500, 50% of the amount must be paid 14 days in advance of the rent.
5. If a tenant is in default, he must pay all charges that may fall on the collection to reimburse costs, both judicial and extrajudicial, to the owner.
6. The owner reserves the right to adjust the rental price.

## **Rent for photoshoot**

### RESERVATIONS Rent for photoshoot

1. Reservations are made by register & payment at the website agenda
2. The reservation is final after payment on website
3. Cancellation can only be done by email [events@eclair.studio](mailto:events@eclair.studio) and is final when confirmed by Eclair Studio

## BILLING AND PAYMENT Rent for photoshoot

1. As soon as the reservation is made the tenants pays the bill at the website
  2. If a tenant is in default, he must pay all charges that may fall on the collection to reimburse costs, both judicial and extrajudicial, to the owner.
  3. The owner reserves the right to adjust the rental price.
- 

## CREDITS

1. Credits must be paid in full in advance and are valid for one year after purchase. After this period, unused credits will expire without refund of the amount already paid.
  2. 1 credit equals 2 booking hours, which can be used for each room based on available data in the booking system. It's the tenant's own responsibility to book the desired date in time. If the desired date is no longer available, this does not entitle you to a refund of the purchased credits.
  3. Credits can only be redeemed using the name-related discount code in the booking system. Credits are not transferable. It's not possible to book under another name.
  4. It's not possible to rebook a booking placed with credits, unless otherwise agreed.
- 

## USE OF THE SPACE

1. Smoking is not allowed.
2. The tenant must leave the studio in the same condition as it was found.
3. The tenant must ensure that no damage is caused to the studio and all items present. And to take all reasonable steps to prevent such damage.
4. Eclair Studio has the right to declare damage to walls and floors etc. in the studio and the damage of all the goods present. If the damage occurred at the time of use of the studio by the tenant.
5. Cleaning costs will also be charged to the tenant

## HOUSE RULES

1. Our Sonos system can be used with respect for the neighbors.
2. When the front door is not used, it must remain closed during the rental.
3. Dishes must be washed or additional cleaning costs will be added.
4. Residual waste, cardboard and glass must be thrown away.
5. It's not possible to paste anything on the wall.
6. When our house rules are violated, we have the right to cancel the rent period and the full price will be charged.

## START RENT

1. The studio will be opened by our host 15 minutes before the start of the rental.
2. In these 15 minutes you will be welcomed and shown around by the host and there is time for any questions.
3. At the start of the rental, the studio is exclusively available.

#### DURING THE RENT

1. During the rental, the host is available by phone for questions and requests.
2. During the rental, the tenant is responsible for what takes place in the studio.
3. During the rental for a photo or video shoot, coffee, tea and water is included.
4. During the rental for an event, workshop or session, coffee, tea and water is included.
5. During the rental it's possible to book extra facilities. Extra's are workshops, lunch, diner, breakfast, teachers.

#### END OF RENT

1. Any extension is possible if the agenda allows this and must be in communication with the host.
2. The extra time will be charged per half hour.
3. The studio will be closed by our host 10 minutes after the end of the agreed rental.