

The Uniform Conditions for the Hotel and Catering Industry (UVH) are the terms and conditions on which catering establishments set up in the Netherlands, such as hotels, restaurants, bars and related businesses (including catering firms, party service firms, etc.), provide catering services and enter into catering agreements. The UVH are registered with the District Court and the Chamber of Commerce and Industry in The Hague.

Clause 1 – Definitions

In the UVH and in the offers and agreements to which the UVH applies, the words below shall have the meanings assigned to them in this clause.

1.1 Catering Establishment

The natural person or legal entity or partnership which is in the business of providing hotel and/or catering services and is a member of Koninklijke Horeca Nederland (Dutch trade association for hotel and catering industry).

1.2 Host

Whoever represents a Catering Establishment in entering into and carrying out catering agreements.

1.3 Provision of Catering Services

The provision by a Catering Establishment of accommodation and/or food and/or drink and/or the supplying of halls and/or rooms and/or grounds, all these with all the associated work and services, and all in the broadest sense of the word.

1.4 Customer

The natural person or legal entity or partnership which has entered into an agreement with a Catering Establishment.

1.5 Guest

The natural person(s) entitled to one or more Catering Services based on a catering agreement entered into with the Customer. Wherever the UVH speak of Guest, or Customer, this refers to both Guest and Customer, unless it is clear from the content and implication of the clause that only one of the two can be intended.

1.6 Catering Agreement

An agreement between a Catering Establishment and a Customer involving one or more Catering Services to be provided by the Catering Establishment at a price to be paid by the Customer. The term Reservation is sometimes used in place of the term Catering Agreement.

1.7 Hotel Establishment

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of supplying accommodation.

1.8 Restaurant Establishment

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of supplying food and accompanying drink.

1.11 Reservation Value

(the value of the Catering Agreement)

SEE LAST ALINEA OF THIS DOCUMENT FOR THE ESTABLISHED VALUES BY HOSOKAWA BV

1.12 Koninklijke Horeca Nederland

Het Koninklijk Verbond van Ondernemers in het Horeca- en Aanverwante Bedrijf (The Royal Association of Businesses in the Catering and Related Industries) known as "Horeca Nederland" or any legal successor to this.

1.13 Cancellation

The written notice by the Customer to the Catering Establishment that one or more of the agreed Catering Services is no longer required in part or in full, or the written notice by the Catering Establishment to the Customer that one or more of the agreed Catering Services shall no longer be provided in part or in full.

1.14 No-show

The failure of a Guest, without prior Cancellation, to make use of one of the Catering Services provided on the basis of a Catering Agreement.

1.15 Group

A group of 8 or more persons entitled to one or more Catering Services from a Catering Establishment under the terms of a Catering Agreement or more than one agreement regarded as connected.

1.16 Individual

Every person that does not form part of a Group as defined above.

1.17 Goods

All Goods, including money, valuables and papers of value.

Clause 9 - Cancellations

9.1 Cancellation by Customers, general

9.1.1 The Customer is not entitled to cancel a Catering Agreement, unless he at the same time makes a binding offer to pay the amounts fixed below. Every Cancellation is considered to include such an offer. Such an offer is considered to be accepted if the Catering Establishment does not reject the offer forthwith. Cancellation should take place in writing and be dated. The Customer cannot derive any rights from a verbal Cancellation. The stipulations in Clause 9 apply without prejudice to the stipulations in other clauses.

9.1.2 The Catering Establishment may inform the Customer at the latest one month before the first Catering Service based on the relevant Catering Agreement is due to be provided that it will regard certain Individuals as a Group. In that case all the conditions for Groups apply to those persons.

9.1.3 The stipulations in Clauses 13.1 and 14.6 also apply to Cancellations.

9.1.4 In the event of No-show, the Customer is in all cases required to pay the Reservation Value.

9.1.5 In the event that not all the agreed Catering Services are cancelled, the conditions below apply pro rata to the Catering Services that are cancelled.

9.1.6 If one or more agreed Catering Services are completely or partly cancelled, the periods in the following clauses shall be increased by 4 months, if the Reservation Value of the cancelled Catering Services amounts to more than the correspondingly calculated value of the other Catering Services that the Catering Establishment could have provided during the period in which the cancelled Catering Services were to have been provided.

9.1.7 Any amounts which the Catering Establishment already owes to third parties at the time of Cancellation based on the cancelled Catering Agreement must at all times be fully reimbursed by the Customer to the Catering Establishment, provided the Catering Establishment has not acted unreasonably in entering into the commitments in question. The amounts involved shall go towards a reduction of the Reservation Value referred to in the following clauses.

9.3 Cancellation of restaurant/table reservation

9.3.1 Groups (8 guests or more)

If a reservation for only a restaurant (table reservation) is made for a Group then the following applies to the Cancellation of that reservation:

1. if a menu has been agreed:

a. in case of Cancellation more than 14 days before the reserved time no payment is due;

b. in case of Cancellation 14 days or less but more than 5 days before the reserved time the Customer shall pay 25% of the Reservation Value;

c. in case of Cancellation 5 days or less before the reserved time the Customer shall pay 50% of the Reservation Value;

d. in case of Cancellation 2 days or less before the reserved time the Customer shall pay 75% of the Reservation Value.

2. if no menu has been agreed:

a. in case of Cancellation more than twice 24 hours before the reserved time no payment is due; b. in case of Cancellation twice 24 hours or less before the reserved time the Customer shall pay 50% of the Reservation Value.

9.3.2 Individuals (8 guests or less)

If a reservation for only a restaurant (table reservation) is made for one or more Individuals then the following applies to the Cancellation of that reservation:

1. if a menu has been agreed:

a. in case of Cancellation more than four times 24 hours before the reserved time no payment is due;

b. in case of Cancellation four times 24 hours or less before the reserved time the Customer shall pay 50% of the Reservation Value.

2. if no menu has been agreed:

a. in case of Cancellation prior to 10:00 for lunch and 15:00 for dinner on the day of the reserved time no remuneration is due;

b. in case of Cancellation after 10:00 for lunch and 15:00 for dinner on the day of the reserved time the Customer shall pay of the remuneration as outlined in the table below:

Remuneration per person,

Lunch € 50,-

Dinner € 100,-

This document is a summary of the Uniform Conditions for the Hotel and Catering Industry (UVH), of which a full copy is available at our website