## Terms and Conditions for using the KB

## Article 1 - Terms

Capitalized terms have the following meaning:

- Additional Terms and Conditions: Additional terms and conditions, regulations, instructions and guidelines as published occasionally by the KB on the Website or otherwise disclosed to Members, in relation to the physical and digital publications made available by the KB, visits to and use of the Reading Rooms and Memberships between the KB and Members as well as the KB's other services and facilities, including IBL, the lending terms of use and the rules of use for Public PCs.
- > **Visitor**: a natural person who signed up for a free Reading Room pass in accordance with these Terms and Conditions.
- > **User**: a natural person who signed up for the paid Membership in accordance with these Terms and Conditions.
- > **Terms and Conditions**: these Terms and Conditions of the KB, National Library and the Additional Conditions.
- IBL: Interlibrary Loan (ILL). While using these services additional terms and conditions apply.
- > **KB**: the Koninklijke Bibliotheek, the National Library of the Netherlands.
- > **Institution**: a legal entity that has registered for Institutional Membership in accordance with these Terms and Conditions.
- > Reading Room: any space designated by the KB as Reading Room(s).
- Special Collections Reading Room: the space that is designated by the KB as Special Collections Reading Room.
- > **Member/Members**: Visitor(s), User(s) or Institution(s) or all of the mentioned.
- Membership Users: The membership contract between the User and the KB by virtue of which the User becomes a member of the KB and, in accordance with Terms and Conditions, gains access to the digital publications available online. Upon having obtained a Membership Pass (jaarpas) on the first visit to the KB the User also gains access to the digital publications available onsite, the Reading Rooms, the public-PCs, the KB's physical publications (both present in the Reading Rooms and available in the bookstacks) and the User may lend out the available physical publications in accordance with these Terms and Conditions. The availability and accessibility of publications/collection items is determined by the KB organization.
- Institutional Membership: the membership agreement between the Institution and the KB by virtue of which the Institution becoming a member of the KB gains access to the Reading Rooms and the physical publications of the KB (both present in the Reading Rooms and available in the bookstacks) and may lend out the physical publications, in accordance with these Terms and Conditions.
- > **Membership Reading Room pass**: the membership agreement between the Visitor and the KB by virtue of which the Visitor becomes a member of the KB and is granted

access to the Reading Rooms and the physical publications displayed therein, in accordance with these Terms and Conditions.

- > **Membership**: the Membership Users, the Membership for Institutions or the Membership Reading Rooms or all of the mentioned memberships.
- > **Membership Pass**: the physical card that (i) a Visitor after the registration and (ii) a User or Institution receives after the first visit to the KB at the check-in counter.
- Unauthorized: (a) in violation of any applicable law or regulation, including the General Data Protection Regulation and the Telecommunications law, (b) in violation of the public order or decent behaviour, (c) in violation of the intellectual property rights or other rights of the KB or third parties, or (d) otherwise unauthorized or damaging to the KB, Members or third parties.
- Public-PC: a computer situated in the Reading Rooms of the KB, with which the User can log in with his/her log-in details and thereby gaining access to the internet and to the KB's digital publications and services.
- > **Facilities**: the services provided as part of the Membership.
- Website: the website <u>https://www.kb.nl</u>. (website in English <u>https://www.kb.nl/en</u>)

## Article 2 - General

2.1 The Terms and conditions apply to the offer of digital and physical publications of the KB, the visit and use of the Reading Rooms, the memberships between the KB and the Members and the rest of the services and facilities of the KB.

2.2 If these Terms and conditions are in any way conflicting or incompatible with what is specified in the Additional Terms and conditions, then these Terms of conditions shall prevail.

2.3 The KB can unilaterally change these Terms and conditions in whole or in part. From then on the Member has the right to cancel his/her Membership in writing within the period of 30 days. The most current version of the Terms and Conditions is posted on the Website. The printed text of these Terms and Conditions will be made available upon request.

2.4 If any provision of these Terms and Conditions is void or voidable, the remaining provisions of these Terms and Conditions shall remain in effect. In the event of voidance of a provision, the KB and the Member shall be bound by a provision which, to the greatest degree covers the same scope and which is not void.

## Article 3 - Registration, access and establishing Membership

#### Registration

3.1 Each Member must register for a Membership in advance or apply with the KB for a Membership in accordance with this article. The KB may refuse a Member in accordance with Article 6.3 of these Terms and Conditions.

3.2 Membership is established after (i) the prospective Member completes the registration or application procedure in accordance with this article and (ii) the KB electronically confirms the Membership to the Member. The Member does not receive an electronic confirmation if he/she has obtained a Reading Room Pass at the counter or has paid the required membership fee for the User Membership at the counter. In that case, the proof of payment counts as the confirmation referred to above.

3.3 Only natural persons aged 17 or over and Institutions can become Members. Natural persons under 17 years of age can register as a Member only with the prior consent of an employee Public Services at the reception desk at the KB. In these cases, the permission can be granted if the prospective member is a pupil and intends to use the collection.

#### User Registration

3.4 Natural persons may register for a Membership Users by following the instructions provided on the Website. The prospective User must fully and truthfully complete the sections of the registration form marked as mandatory.

3.5 As part of the registration process, the prospective User must provide identification in one of the following ways:

- > Via iDIN;
- Send by e-mail a scan of a valid ID document and proof of address to inschrijven@kb.nl;
- > Show a valid ID and proof of address at the KB desk.

It is recommended to first make a secure copy of the identification document by blurring out or covering the BSN (*Burger Service Number*, Dutch Citizen Service Number) and passport photograph. Immediately after verification, the proof of identity and address will be deleted.

3.6 Contrary to article 3.5, prospective Users without a permanent place of residence or domicile in the Netherlands do not have to show proof of address. These Users only have access to the Reading Rooms and the physical publications of the KB in the Reading Rooms (both on display in the Reading Rooms and in the warehouse). Borrowing physical publications is not possible without proof of address.

3.7 Upon registration, the prospective User creates his/her own password and receives a registration number. This allows the User to access the KB's digital publications and digital facilities that are available online and require a login. After receiving the Membership Card in accordance with article 3.10, the User also has access to the digital publications available onsite, the Reading Rooms, the Public PCs, the physical publications of the KB (both on display in the Reading Rooms and available in the warehouse) and the User has the possibility of borrowing physical publications available for that purpose in accordance with these Terms and Conditions. The number on the Membership Card replaces the registration number. The User must treat the login details with care and keep them secret. The login details are personal and they are non-transferrable to other parties. The User is responsible for regularly changing the self-chosen password in order to prevent any misuse of the login details. The User should immediately report the loss or (suspected) misuse of the login data to the KB. Up until the moment of issuing the report, the User is responsible for all damages and costs resulting from the misuse of his/her login data.

#### Visitor Registration

3.8 Natural persons may register for a Reading Room Membership by (i) fully and truthfully completing the mandatory fields of the intended online form on the Website and (ii) then identifying themselves in person at the KB desk with a valid ID.

#### Institutional Registration

3.9 Legal entities may apply for Membership for Institutions by sending an email to inschrijven@kb.nl with "Institutional Membership" in subject and paying the appropriate fee in accordance with Article 5.6.

#### **Membership Pass**

3.10 The Visitor will receive a Membership Pass. The User and the Institution will receive a Membership Pass on their first visit to the KB.

3.11 The Membership Pass is valid from the moment the pass/card is received and ends automatically one year after the Member has registered or applied for Membership in accordance with articles 3.1 to 3.9. If the Member renews his/her Membership in accordance with article 12.3, the Membership Pass is automatically renewed for the same duration as the Membership.

3.12. The Membership Pass is personal to the Visitor and User, they may not allow others to use their pass. The Institutional Membership Pass is tied to the Institution and is not transferable. Only employees of the Institution may use the Institutional Membership Pass. No more than one employee may use an Institutional Membership Pass at the same time. Each Member is responsible for the manner in which her card is used, even if this is done without her knowledge.

3.13 The Membership Pass remains the property of the KB. Loss, theft or damage of the Membership Card must be reported to the KB immediately. The KB is not liable for damages resulting from loss, theft or damage of the Membership Pass. An administration fee will be charged for obtaining a replacement card.

3.14 The Member can use his/her Membership Pass to pay for prints and copies at the KB by topping up the balance on his/her card. The Membership Pass cannot be used for other payments at the KB or third parties. If the Membership Pass is lost, stolen or damaged, the balance is also lost. The balance cannot be claimed, transferred to third parties and is not paid out at the end of the Membership. The balance remains on the Membership Pass for up to two years after the Membership has expired and can be reactivated within that period if the Member acquires a new Membership.

#### Changes

3.15 The Member is obliged to communicate any changes regarding personal data entered by the Member when registering or applying to the KB via the contact form on the Website or by changing it himself on the Website.

### Article 4 - Facilities

4.1 The KB will put reasonable efforts into making the Facilities available according to these Terms and Conditions. The KB may modify the Facilities at its own discretion. The KB is not responsible or liable for the content, integrity, quality, operation or legitimacy of the Facilities. The KB is not liable for any damage that the Member suffers or might suffer as a result of the use of the Facilities, the non-delivery or non-timely delivery or availability of the Facilities or the occurrence of technical failures or loss of data.

4.2 The KB may make reasonable alterations to the Facilities. Physical changes will be announced in advance by the KB to the Member through common communication channels (such as the Website and (e)mail).

## Article 5 - Fee and right of withdrawal

#### User Membership Fee

5.1 The User is from the age of 17 subject to a User Membership fee. Only high school pupils aged 17 years and older are exempt from this rule. As long as they are in highs school education and can prove it, they do not have to pay for the Membership, which is valid until the end of the school year. Rates and any discounts are listed on the Website. The KB does not charge VAT.

5.2 The fee must be paid in advance by the User by (i) using one of the payment methods offered on the Website as part of the registration procedure; or (ii) payment at the KB counter

after registration on the Website. If the User chooses payment by authorization of a one-time direct debit, the User guarantees that the KB will be able to collect the due fees. If payment is not made or the KB is unable to collect the due fee, the Membership will not be established.

5.3 The KB may one-sidedly change the rates for Membership and any discounts. The KB will inform the User via the Website 30 days in advance of a change in rates. The change will for the User come into effect at the next renewal of the Membership after the date of the change.

5.4 The User may dissolve the User Membership without giving reasons, providing the Membership fee has been paid, within 14 days of receiving the confirmation of registration. The right of dissolution can be invoked by filling in the contact form or the template form on the <u>Website</u>. The KB will then refund all payments received from the User as soon as possible but at the latest within 14 days after having received the contact form or the template form. The User agrees that reimbursement will be made by transfer to his bank account, even if the User has paid with debit card to the KB. The User may only claim refund from the KB after the KB has received all physical publications borrowed by the User or the User has proven that they have been returned to the KB, whichever comes first.

#### Institutional Membership Fee

5.5 The Institution is subject to a fee for Institutional Membership. The fees and any discounts are listed on the Website. The KB does not charge VAT.

5.6 The fee must be paid after registration by the Institution by transferring the amount to the bank account number provided by the KB or by using other payment methods specified by the KB in response to the application for Membership. If payment is not made, the Membership will not be established.

#### Other

5.7 Users under 17 years of age and Visitors are not liable to pay a fee for their Membership.

## Article 6 - Use of General facilities

6.1 Member shall only use the Facilities in accordance with these Terms and Conditions. Member shall not use the Facilities unauthorized. Facilities may only be used for private use or own study purposes and not for commercial, business or professional purposes, except where explicitly specified otherwise in these Terms and Conditions or with the permission of the KB.

6.2 The Member shall comply with all reasonable suggestions, instructions and restrictions by (the staff of) the KB regarding use of the Facilities.

6.3 If KB reasonably suspects that Member is acting in breach of these Terms and Conditions or is otherwise making Unauthorized Use of the Facilities, KB may take appropriate action. Without jeopardizing any other right of the KB under the law or these Terms and Conditions, the KB may temporarily or permanently restrict, deny or block the Member's access to or use of the Facilities or terminate the Membership with immediate effect in accordance with Article 12.7 without jeopardizing the KB's right to claim damages from the Member (including costs incurred) in connection with the intended violation. breach. In addition, the KB may refuse to establish a new Membership with the Member.

6.4 The Member is not entitled to a refund of the fees paid by him/her in case of temporarily reduced access to or availability of the Facilities.

6.5 The Institution guarantees compliance with these Terms and Conditions by persons working for the Institution.

## Article 7 - Use of digital publications

7.1 Most digital publications are made available online by the KB (or its suppliers). Users can consult them by logging into the KB's secure environment using their login details via the website. A number of digital publications can only be consulted onsite. The Institutional Membership does not allow the use of digital publications.

7.2 All intellectual property rights to the digital publications reside with the KB or its licensor(s). The User is granted only a personal, non-exclusive, non-transferable and non-sublicensable right to use the digital publications. The User may only access and use the digital publications (i) for private use or for its own study purposes and not for commercial, business or professional purposes and (ii) in accordance with the applicable restrictions or licensing conditions of the KB's licensors.

7.3 The User may not copy, alter, lend, or in any way make available to third parties or perform any other actions with the digital publications beyond the scope of the right of use granted in Article 7.2.

7.4 The KB or its licensor(s) may take technical measures to protect their intellectual property rights. The User may not remove or bypass such protection.

## Article 8 - Use of physical publications in the Reading Room

8.1 The Member may consult the physical publications displayed in the Reading Rooms. Users and Institutions may online request physical publications from the book repositories via the catalogue on the Website. Requested physical publications are delivered at fixed times. The times are listed on the Website. Users and Institutions may also submit a written motivation as a request to the Head of Public Services if they wish to consult a physical publication that has been excluded from free consultation.

8.2 All physical publications are and remain the property of the KB.

8.3 The Member is responsible for the physical publications that the Member consults and must treat these publications with care as well as return them in the same condition as obtained. It is not allowed to make notes in publications. The Member must report damage or loss of physical publications immediately and is liable for any damage suffered by the KB as a result, including replacement of the publication. If the Member has some doubts about the condition of a publication a note can be made of it at the KB desk.

8.4 The Member may not make copies of vulnerable physical publications. The desk employee can indicate when this is the case.

8.5 With the permission of the desk employee, the Member may make recordings of physical publications with his/her own equipment provided that:

- > The Member does not use any additional aids while recording (e.g. to flatten books);
- $\rangle\,$  The Member does not use a flash light;
- $\rangle$  The other visitors of the Reading Room are not disturbed by the recordings.

The desk employee may refuse permission if, in the employee's opinion, the physical publication is fragile.

8.6 The Member shall not make unauthorized use of copies and recordings of physical publications. If there is still copyright on the physical publication of which the Member has made copies or recordings, the Member may only use them for private use or for his/her own study purposes and not for commercial, business or professional purposes. Further distribution of the copies or recordings is not permitted other than for the purposes explicitly permitted by the Copyright Act (such as quoting short passages with acknowledgement of the source reference).

## Article 9 - Use of Special Collections Reading Room

9.1 When visiting the Special Collections Reading Room, a KB staff member notes the Member's name and Membership number.

9.2 In the Special Collections Reading Room, Users and Institutions are allowed to pull out the Special Collections publications from the shelves and consult them freely, in accordance with these Terms and Conditions. After use, the Member must leave these publications on the reading table. These publications can only be consulted in the Special Collections Reading Room. Permission to make copies of these publications must be requested from the desk employee in advance.

9.3 Users and Institutions can consult publications requested from the book stacks after having presented their membership card in the Special Collections Reading Room in accordance with the Terms and Conditions. The Member must hand over his/her Membership Card to the desk employee for safekeeping. When leaving or closing the Special Collections Reading Room, requested publications must be handed in to the desk employee. The Member will then receive the Membership Pass back.

9.4 If the KB suspects irregularities upon departure from the reading room, the KB reserves the right to check the Special Collections publications consulted, as well as other work materials brought in. Some of the Special Collections publications may be weighed by the desk employee before and after consultation in the Member's presence.

9.5 Special Collections Publications may be kept for the Member in the Special Collections Reading Room for up to two weeks at the Member's request. This period may be extended at the Member's request.

9.6 The following conditions apply for consulting the Special Collections publications:

- > Bringing KB baskets or transparent carrier bags is not allowed (into the Special Collections Reading Room). They can be deposited at the desk. They can be deposited at the desk.
- > Under no circumstances may the Member take the Special Collections publications outside the Special Collections Reading Room.
- > The Member may only consult the Special Collections publications in the Special Collections Reading Room, at the place designated by the desk employee.
- When consulting certain Special Collections publications (such as Medieval manuscripts, precious works and large formats), the Member must use the book supports and cushions available in the Reading Room as instructed by the desk employee.
- > To consult newspapers, the Member should sit at one of the tables with special newspaper supports.
- > Member may consult a maximum of four Special Collections publications at a time.
- In the Special Collections Reading Room, only pencil may be used for writing. Pencils are available at the desk if required. When turning the pages, the Member must put down the pencil. When making notes, the Member may not place the paper on which the Member is writing on top of the original.
- > The Special Collections publication should not be touched more often than necessary. It is not allowed to touch miniatures.
- > When consulting Special Collections publications in combination with laptop use, the appropriate available book cushions must be used.
- > The order of loose-leaf material such as letters in letter folders should not be changed.

In addition, the KB may impose further conditions or restrictions for certain Special Collections publications (such as manuscripts, letter folders and other vulnerable material). The KB may also at its discretion decide that certain Special Collections publications cannot be consulted permanently or temporarily, or only with prior permission from the KB.

9.7 The Member is not allowed to make his/her own copies from Special Collections publications. At the Member's request and expense, the KB can make photographic or digital reproductions from Special Collections publications for the Member. The desk employee may make assessment whether, and if so how, and how quickly, a reproduction can be made. The Member may only make reproductions from Special Collections publications with his/her own equipment after permission from the desk employee.

9.8 When publishing material from the Special Collection, the Member will quote the source in full as follows: The Hague, Koninklijke Bibliotheek, call number. The KB would appreciate if a presentation copy, offprint or photocopy of the new publication would be in turn sent to us, or if this is not possible, a notification of its coming out.

## Article 10 - House rules Reading Rooms and Public PCs

10.1 Every now and then the KB may adjust the opening hours of the Reading Rooms. Opening hours are stated on the Website. The KB may close or restrict the opening of the Reading Rooms for a certain period. If possible, this will be stated in advance on the Website.

10.2 To gain access to the Reading Rooms, a Member must hold a valid Membership Card to the scanner of the entrance gate.

10.3 For security reasons, a maximum number of visitors is allowed in the Reading Rooms. If the maximum number is reached, Members may be denied access to the Reading Rooms and asked to wait in the KB Foyer (KB Plein). If capacity becomes available in the Reading Rooms, the reception desk staff will indicate this.

10.4 The use of self-brought mobile equipment is allowed in the designated areas in the Reading Rooms and provided that the sound is switched off and does not cause nuisance or inconvenience to other visitors to the Reading Rooms.

10.5 Without permission from the KB, it is not permitted:

- > To film, photograph (except in the case of a physical publication) or make sound recordings in the Reading Rooms;
- > To carry out or organize activities in the Reading Rooms (such as courses, prayer exercises and rituals, group meetings, speeches, etc.);

The Member may request permission by submitting a motivation in written form to the Head of Public Services. The KB may attach conditions to the permission, such as regarding to the purposes and the manner in which recordings may be used and the maximum number of participants in activities.

10.6 In the event of an emergency, members must follow the instructions of the KB staff and/or security personnel at all times.

10.7 Members should not behave in an offensive or annoying manner. Silence must be observed in the Reading Rooms. Making telephone calls is allowed only in the designated areas. Smoking, eating and drinking in the Reading Rooms as well as bringing food and drink into the Reading Rooms is not permitted.

10.8 For the protection and safety of the Facilities, coats, bags and objects that may cause nuisance

or damage must always be stored in the cloakroom or the designated lockers in the main hall of the KB. Only the use of a transparent carrying bag or KB basket is permitted (except in the Special Collections Reading Room).

10.9 Pets are not allowed in the Reading Rooms with the exception of assistance dogs.

10.10 The KB reserves the right to check the publications upon leaving the Reading Room if a signal goes off while passing through the entrance gate.

10.11 Any attempt to pass through the entrance gate with a non-lendable physical publication, a lendable physical publication not registered as 'on loan' or KB equipment is an attempt at theft. Notwithstanding any other right under these Terms and Conditions or the law, the KB reserves the right to report (attempted) theft to the police.

10.12 The KB shall not be liable for loss or theft of or damage to Members' personal property or possessions in the Reading Rooms or in the cloakroom or in the KB lockers where such property or possessions are stored.

10.13 The use of Public PCs in the Reading Rooms is subject to the Terms and Conditions that appear on the screen when the Public PC is started, in addition to these Terms and Conditions.

10.14 The User is not allowed to change the settings of the Public PCs, install software, remove cables from the electricity and network connection or connect own hardware.

# Article 11 - Conditions for borrowing and returning physical publications

11.1 Users and Institutions may borrow physical publications in accordance with these Terms and Conditions and the KB's lending terms of use posted on the Website. The lending terms of use regulate, among other things, which publications qualify for lending, the lending period, the maximum number of publications that may be borrowed simultaneously, and under what conditions a loan may be extended.

11.2 When transported and used outside the Reading Rooms, publications must be protected against damage. If publications are returned by post, they should be sent sufficiently stamped and carefully packaged. If a proof of return delivery is required in the event of return by post, the Member should indicate this on the accompanying slip. In this case, the Member will receive the stamped slip in return.

11.3 The Member may not give or lend the KB physical publications to third parties.

11.4 Users and Institutions are responsible for returning the borrowed physical publication within the required loan period.

11.5 The User will receive a reminder when the loan period of a publication is about to expire. If a publication is not returned or extended within the required loan period, the User or Institution will receive a reminder in writing or by e-mail. If the User or the Institution does not submit the publication within the term set in the second reminder, the User or the Institution will be automatically and without further notice in breach. Notwithstanding any other right of the KB based in law or in these Terms and Conditions, the KB may in that case temporarily block access to services and terminate the Membership immediately in accordance with Article 12.7. The User or the Institution shall be liable for all damages and costs incurred by the KB as a result, including but not limited to judicial and extrajudicial costs and the replacement costs of the physical publication.

## Article 12 - Duration and termination of Membership

12.1 Membership is established for the duration of one (1) year. It starts on the day the Membership is established in accordance with Article 3 and ends automatically one year after the Member has registered or applied for Membership in accordance with Article 3.

12.2 The Member can extend his/her Membership after expiry each time for the duration of one (1) year, in accordance with this article. Extended Membership ends automatically after lapse of one year.

12.3 The User may renew his/her Membership by (i) following the appropriate procedure on the Website (including payment of the required fee); or (ii) paying the required fee at the KB counter. The renewal will come into effect upon receipt of the electronic confirmation of the renewal by the KB or upon providing the KB with proof of payment. No later than 14 days before the expiry of the Users Membership will the Member receive an e-mail from the KB with a link to the steps/procedure on the Website to renew their Membership.

De verlenging komt tot stand na ontvangst van de elektronische bevestiging van de verlenging door de KB respectievelijk na verstrekking door de KB van het betalingsbewijs.

12.4 The Visitor can renew his Membership at the counter of the KB.

12.5 The Institution can renew its Membership at the KB counter by paying the required fee at the counter or by transfer to the KB bank account.

12.6 The Membership of a User who is under 17 years of age ends automatically on the day the User reaches the age of 17.

12.7 Notwithstanding any other right of the KB based in the law or in these Terms and Conditions, the KB has the right to terminate the Membership free of charge with immediate effect if the Member violates these Terms and Conditions.

12.8 The expiry or termination of Membership does not affect previously acquired rights. The provisions, which by their very nature should remain in force even after termination, shall remain in force even after expiration, termination or dissolution of the Membership.

## Article 13 - Liability/ Responsibility

13.1 The KB and its suppliers shall not be liable for any damage or costs resulting from an attributable shortcoming in the performance of the Membership or on any other account, unless the damage or costs result from deliberate or conscious recklessness on the part of the KB's management. This does not affect liability for damages due to death or physical injury or liability under mandatory law.

13.2 If and insofar as the KB would still be liable to the Member for whatever reason, such liability per claim shall be limited to a maximum of the compensation paid by the Member to the KB in connection with which the liability arose. A series of related claims will be regarded as one claim.

13.3 The Member is liable for the damage the Member causes to the KB.

## Artikel 14 - Protection of personal data

14.1 The KB processes personal data of Visitors, Users and those associated with Institutions in order to fulfil its obligations under these Terms and Conditions. The KB processes such data in

accordance with its privacy privacy statement (in Dutch).

## Article 15 - Complaints

15.1 Complaints about the way in which the KB has behaved towards the Member in a particular matter can be submitted by the Member via the contact form on the Website. If the complaint is not satisfactorily resolved, the Member may submit an official complaint in writing in accordance with the KB Complaints Procedure.

15.2 The written complaint shall contain at least: the name and address of the complainant, the complainant's telephone number or e-mail address, the date and a description of the behaviour, which the complaint addresses.

15.3 The complainant shall be given an opportunity to be heard. The hearing of the complainant may be waived if the complainant has stated that it does not wish to exercise the right to be heard.

15.4 The complaint will be processed within six weeks of receipt.

15.5 If the handling of the written complaint does not ultimately lead to an outcome, the Member may refer his/her complaint to the National Ombudsman.

## Article 16 - Miscellaneous

Dutch law applies to the Membership. The court in The Hague has exclusive jurisdiction in first instance to take note/notice of any dispute arising from or related to Membership.

## Article 17 - Contact

17.1 The KB is registered with the Chamber of Commerce under number 27377634 and has offices at Prins Willem-Alexanderhof 5, 2595 BE in The Hague. For questions about membership or these Terms and Conditions, please contact the KB via the <u>Contact form</u> on the Website.