

# Stadsschouwburg & Philharmonie Haarlem

## General Terms and Conditions Room Rental and Visitor

From:

Stadsschouwburg & Philharmonie Haarlem, hereinafter referred to as *SSB-PH*.  
Lange Begijnestraat 11  
2011 HH Haarlem, The Netherlands

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## 1. General Conditions

- 1.1 SSB-PH rents to the customer the hall(s)/room(s) set out in the contract for the purpose described in the contract and therefore places these hall(s)/room(s) at the disposal of the customer on the date (dates) set out in the contract on behalf of the event to be organised by the customer. The customer states to accept the specified hall(s)/room(s) on the specified date (dates) on a rental basis.
- 1.2 The rental price includes a fixed hall/room rental amount with an additional charge for public holidays and when SSB-PH issues tickets, a service charge per occupied seat. The prices set by SSB-PH as these apply at the time of the event, apply between the parties for hall rental, variable costs and all other services and supplies of whatever nature. A price list is available for the customer upon request. VAT will be charged over all services and supplies.
- 1.3 The rental price is inclusive of normal lighting and heating, as well as the costs of normal cleaning of the rented hall(s)/room(s). The costs for extra lighting, heating, tidying, cleaning and for all facilities which SSB-PH provides, goods it is to supply or services it is to provide, of whatever nature, on behalf of the customer in connection with the performance of the contract, will be charged to the customer at the applicable prices, unless otherwise set out hereafter.
- 1.4 If, during or on behalf of the event to be organised by the customer, the customer wishes to make use of rooms, installations, inventory components, including music instruments, supplies and/or services not mentioned in the contract, an additional written contract will be made, which forms part of the contract for the event and to which these General Terms and Conditions also apply.
- 1.5 The customer is prohibited from giving the rented hall(s)/room(s) with all it includes, without the prior written consent of SSB-PH, in use to third parties in whole or in part, in whatever manner and/or under any ground whatsoever, for payment or otherwise.
- 1.6 In the event SSB-PH grants the written consent as referred to in Article 1.5, the customer will ensure that the provisions of these General Terms and Conditions apply between him and the third party user and will be complied with. The customer remains fully liable to SSB-PH for all obligations ensuing from the contract, in particular for damage caused by or on behalf of the third party user to the rented hall(s)/room(s), and all it includes. The customer furthermore guarantees to SSB-PH compliance with all financial obligations of the third party user to SSB-PH, on the understanding that the customer is severally liable to SSB-PH in addition to the third party user.
- 1.7 The customer is obliged to comply with all regulations which SSB-PH and the competent government agencies, including the Fire Department, determine with regard to the access to the halls/rooms and the use of the halls/rooms and the equipment and the like in the hall(s)/room(s) in SSB-PH.
- 1.8 The customer undertakes to comply with all measures, all house rules and occupational health and safety guidelines which SSB-PH deems necessary for the proper running of the event to which the contract relates.
- 1.9 SSB-PH has the right to remove persons who breach the smoking prohibition established by the Fire Department and/or SSB-PH, as well as unauthorised persons in the service area(s),

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regardless of who the person is and regardless of the relationship between the person involved and the customer. The provisions of the preceding full sentence will also apply with regard to those persons who in the opinion of SSB-PH are guilty of misbehaviour.

- 1.10 SSB-PH is entitled to supervise the programmes to be shown or the event to be organised by the customer in the rented hall(s)/room(s) in such respect that SSB-PH is entitled to prohibit or cease activities if they are punishable and/or in its opinion hurtful to persons or groups or do not satisfy general standards of public order, decency, morals and safety, or patently conflict with the interests of SSB-PH.
- 1.11 Persons belonging to the customer's organisation, including suppliers and/or service providers, guests or employees of/on behalf of sponsors etc., must be able to present ID which is satisfactory to SSB-PH. If these persons attend the event, other than as a working artist or working personnel member, they must possess a valid ticket.
- 1.12 Parties interested in renting a hall/room can, if they meet the requirements which might be set, be eligible for a preliminary reservation, called an option. An option does not qualify as an obligation between SSB-PH and the interested party.
- 1.13 First options on the halls and rooms will be granted for a period of 14 days, after which they will expire. Should SSB-PH be able to definitely book the halls in this period for another interested party, called the 2nd option holder, the customer, called the 1st option holder, will be contacted and the 1st option holder obtains the right for a period of 48 hours to convert the option to a definite booking by signing the contract.
- 1.14 Ten days prior to the event the number of visitors & crew members must be specified by e-mail. Between 10 – 5 working days prior to the event there may be a deviation of 10% from the previously specified number.
- 1.15 Giving titles to concert series and/or events requires the prior consent of SSB-PH by e-mail.

## 2. Cancellation, Payment, Non-performance of Obligations

- 2.1 If the event to be organised by the customer does not proceed, or if the agreed deposit is not paid on the agreed date latest, or if the customer does not perform his obligations referred to in Articles 4.1 and 4.3 or does not perform in the time set, SSB-PH – as soon as it notes that one of these cases has occurred – has the right to deem the contract terminated with immediate effect without the need for any demand, notice of default or judicial intervention and, at his discretion, to demand full compensation as of the date the customer informed SSB-PH by recorded mail of the fact that the event would not proceed, or counted as of the date which was determined as referred to above.

In the event of cancellation prior to the event, the following percentages of the hall/room rental price will be charged:

- In the event of cancellation within 6 months, 40%
- In the event of cancellation within 3 months, 50 %
- In the event of cancellation within 2 months, 60 %
- In the event of cancellation within 1 month, 100%  
(NB: the term "months" does not mean calendar month).

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- 2.2 The customer will pay the amounts charged to him within fourteen days after the date of the invoice(s) sent by SSB-PH, without discount or compensation; in the event of failure to do so, a late charge of 1% of the invoice amount will be owed in addition for every month which has started.
- 2.3 SSB-PH has the right to refuse to release funds and goods belonging to the customer as long as the customer has not performed all his payment obligations to SSB-PH, including those which have not been charged yet.
- 2.4. In the event the contract is approved, the customer must pay 50% (for a cultural rent) or 100% (for a commercial rent) of the hall/room rental price in advance to SSB-PH, within 14 days after receipt of the advance payment invoice. If the ticket sales in the event of a cultural rent go through SSB-PH, no advance payment is required. An invoice will be sent, which will be reconciled with the ticket sales after the performance.
- 2.5 All costs, howsoever named, connected with the collection of the amounts owing to SSB-PH, are entirely at the customer's expense.
- 2.6 Changing an event date to another date, if such can be realised by SSB-PH, is only permitted if the new event date falls within the same season (1 September - 31 August).
- 2.7 If SSB-PH, as a result of circumstances beyond its control (force majeure; i.e. the impossibility of performing an obligation due to circumstances beyond SSB-PH's control), is not able to perform its obligations, SSB-PH cannot be held liable for the loss.
- 2.8 The prices will be indexed annually per season. The amount of the indexation will be linked to the increase in the price index figure of the Dutch Central Bureau of Statistics (CBS).

## 3. Liability

- 3.1 The customer is liable, without any reservation with regard to SSB-PH and/or with regard to his personnel, for all damage caused to the hall(s)/room(s) to be used and in general to the building and its inventory and borrowed materials, and to the personnel employed by SSB-PH, insofar as such has been caused by the customer, his personnel and/or persons whom the customer admits to the building, including visitors of the event, suppliers, service providers, guests or employees of/on behalf of any sponsors of the customer or persons who for whatever reason are there because of the customer. This damage is binding on the parties and will be evidenced by the repair costs which SSB-PH will have made or which will have been made by or on behalf of the above-mentioned personnel.
- 3.2 On SSB-PH's request the customer is obliged, at the customer's expense, to insure the risk referred to in Article 3.1 on behalf of SSB-PH to the satisfaction of SSB-PH.
- 3.3 Everything which has been brought into SSB-PH by or on behalf of the customer, is there at the customer's expense. SSB-PH will not be burdened with the insuring and/or supervision thereof; everything that has been brought into the building must be removed by the customer immediately after the end of the event. If the customer does not perform the latter obligation, SSB-PH is entitled to remove the goods and the like from the building at the customer's expense. SSB-PH accepts no liability for damage to or loss of goods, property and valuables of the customer or of third parties (including the public and employees) due to whatever cause,

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subject to intent or gross negligence of SSB-PH or its personnel. The customer indemnifies SSB-PH against claims of third parties (as referred to above) in this respect, except in the case of demonstrable intent or gross negligence of SSB-PH or its personnel.

- 3.4 SSB-PH reserves the right to subject all persons present in SSB-PH on behalf of the customer upon request to carry out a search, i.e. after obtaining consent searching a person, searching bags, suitcases, boxes and the like by authorised persons who have been appointed in this capacity by SSB-PH. Upon the discovery of theft or embezzlement, the Police will be informed at all times.
- 3.5 SSB-PH is responsible for payments in the framework of payroll tax and social security premiums in relation to personnel hired by him. SSB-PH will see to the payment of personnel he has hired himself, for the VAT, the payroll tax and the social security premiums which are owing in connection with the execution of work for SSB-PH.

## 4. The Event

- 4.1 All official permits and/or approvals, such as that of the Fire Department and the (Traffic) Police, which are required for the events to be organised by the customer in the rented hall(s)/room(s) must be applied for by the customer directly and must be presented to SSB-PH at latest 1 month before the event date.
- 4.2 Copyright, advertising costs, BUMA charges, promotional costs, all taxes and other special costs (such as fire prevention staff, First Aid staff), including extra personnel costs, relating to the event, are at the customer's expense. If necessary, SSB-PH will provide extra personnel at the customer's expense.
- 4.3 The customer must present all details and stage and hall technical instructions required for the proper execution of an event in writing to SSB-PH at the latest one month before the date of the (first) event.
- 4.4 All activities to be developed, as well as the announcements intended for publicity, both connected with the event, always require the approval of SSB-PH.
- 4.5 The customer must ascertain the condition of the rented hall(s)/room(s), the inventory and the equipment placed at his disposal in due time before opening for the public. Complaints in this respect must immediately be passed on to the management of SSB-PH. The management of SSB-PH will decide on the validity of any complaints, which decision is binding on the parties.
- 4.6 The customer will use the rented hall(s)/room(s) with the equipment and inventory placed at the customer's disposal by SSB-PH properly in accordance with their use, or see to such proper use by his personnel and/or other persons admitted by the customer or on the customer's behalf to the rented hall(s)/room(s). This obligation also applies for the hall(s)/room(s) through which the rented hall(s)/rooms can be reached, as well as for all hall(s)/room(s) which are accessed by said persons in connection with the effecting of the contract. Without the prior written consent of SSB-PH the customer is not permitted to use the rented hall(s)/room(s) with all they include for another purpose or programme/artist than those for which the hall(s)/room(s) has/have been rented.

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- 4.7 Subject to the prior written consent of SSB-PH the customer will not make any changes to the set-up of the hall(s)/room(s) rented by SSB-PH. It is not permitted, inter alia, to hammer nails, drill, or tape in/on floors, ceilings, walls or columns and the like. Every change must be effected by or on instruction of the Facilities Service of SSB-PH and is at the customer's expense. The customer will be charged for any damage.
- 4.8 Only with the prior written consent of SSB-PH, on conditions to be agreed, may there be deviation from the normal set-up of halls and stage.
- 4.9 Deviations from the normal set-up of the halls and the stage remain at all times subject to the approval of the fire department authorities or other competent agencies. If the approval of one or more of these authorities is not obtained or if granted approval is revoked, such is entirely at the customer's risk.
- 4.10 During the performance of the event a contact person must be present in the building(s) rented by SSB-PH on behalf of the customer.
- 4.11 At the end of the rental period the customer will return the rented hall(s)/room(s) and the rented equipment and inventory placed at his disposal in connection with the rent to SSB-PH and leave these in undamaged condition. Any repairs that might be required will be effected by or on the instruction of SSB-PH at the customer's expense.

## 5. Publicity

- 5.1 The customer is not permitted to distribute or instruct the distribution of advertising and/or folder material inside SSB-PH, make or affix publicity in, on or to SSB-PH, including advertising, flags and banners, for whatever event in whatever form or whatever manner, other than after having obtained the consent of SSB-PH.
- 5.2 If sales information is printed on advertising and/or publicity material, this information must first be presented to the Department Sales & Events of SSB-PH for approval.
- 5.3 Where relevant SSB-PH can participate in joint marketing campaigns with third parties. If this entails that a price advantage will apply to the visitors, this will be at the customer's expense.
- 5.4 The customer undertakes not to display, publicise or distribute advertising and/or folder material for any event whatsoever in any form or any manner whatsoever in the public area around SSB-PH within a radius of 100 metres, counted from the outside walls of SSB-PH, during the time when SSB-PH is open to the public.
- 5.5 Recordings on audio and/or video recorders, in the broadest sense, may only be made in SSB-PH after obtaining the consent of SSB-PH at conditions and for a price to be agreed. Publication and/or broadcasting of the recordings may only take place with the consent of SSB-PH on conditions and for a price to be agreed. In the event of breach of this clause the customer will forfeit a penalty of € 1,500 per event, without prejudice to any further rights of SSB-PH under the heading of such non-performance by the customer of his obligations.

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## 6. Set-Up, Equipment, Instruments and other Facilities

- 6.1 Without the prior written consent of SSB-PH the customer is not permitted to make use of equipment other than that which is placed in the hall(s)/room(s) by SSB-PH for the event to be organised by the customer and the instruments and/or facilities placed at the customer's disposal.
- 6.2 Technical systems of SSB-PH are only operated by or under the supervision of personnel of SSB-PH. SSB-PH is not liable for damage caused by technical disruptions, unless these are caused by intent or gross negligence of SSB-PH or its personnel.
- 6.3 Temporary extra connections for communication and/or power supplies may only be installed by or under the responsibility of or on behalf of SSB-PH and at the customer's expense.
- 6.4 If a grand piano and/or organ is hired for a concert performance, the relevant instrument will be tuned by or on behalf of SSB-PH at the customer's expense.
- 6.5 Prior to the start of the event SSB-PH is entitled to make changes to the set-up of the hall(s)/room(s) to be used. In addition SSB-PH is entitled to fit, set up, hang up, etc. equipment for events not organised by the customer, with the proviso that the event is not hindered by such changes.
- 6.6 All technology and other matters (set pieces, decoration, information signs, etc.) may only be placed in/on the building subject to the prior consent of SSB-PH. There will be a review in the area of, inter alia, the occupational health and safety, fire safety and risk of damage.

## 7. Tickets, Programmes etc.

- 7.1 The issue of tickets will exclusively be effected by the SSB-PH reservations office, unless other agreements are made subject to the conditions laid down by the reservations office.
- 7.2 The placement of the tickets to be issued is at the discretion of SSB-PH, on the understanding that, on the basis of the number of visitors of the event to be expected, SSB-PH can close parts of the rented hall/room to visitors without the customer having the right to claim a discount on the rental price on the basis thereof.
- 7.3 With regard to events whereby it is not possible to reserve a seat, SSB-PH will determine the maximum number of visitors to be admitted in the various rented halls/rooms.
- 7.4 In the ticket price the customer must take account of all variable costs such as the theatre supplement, service supplement, cashless break, taxes, etc.
- 7.5 On behalf of SSB-PH, the Police and Fire Department, designated places in the rented hall(s)/room(s) will not be sold. Without prejudice to the provisions of the preceding full sentence, on-duty officials of and authorised representatives on behalf of SSB-PH, the Police and the Fire Department at all times have unconditional access to the rented hall(s)/room(s).
- 7.6 The prices of tickets, programmes, booklets, etc. require the prior approval of SSB-PH.
- 7.7 All discount schemes relating to the prices of tickets require the prior approval of SSB-PH.
- 7.8 The issue of free tickets can only take place after a written instruction to this effect by the customer.

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- 7.9 The issue, for payment or otherwise, of programmes, booklets and the like to visitors of the event will exclusively be effected by or on behalf of SSB-PH for a fixed fee. The items must be delivered to the doorman of SSB-PH in bundles in due time before the start of the rental period at SSB-PH. Remainders which are not removed by or on behalf of the customer immediately after the event will be destroyed by SSB-PH.
- 7.10 SSB-PH is permitted to directly reconcile monies received on behalf of the customer against the amounts which the customer owes SSB-PH.
- 7.11 The customer is responsible for paying the Tax Authorities the VAT over the full (gross) proceeds of the issue of tickets whereby it fully indemnifies SSB-PH against any additional taxes.

## 8. Catering, Cloakroom

- 8.1 The operating of catering facilities, cloakrooms and the like in SSB-PH will be effected by or in the name of and on behalf of SSB-PH. Consumption of food or beverages that visitors have brought with them is not permitted.
- 8.2 During cultural performances an amount will be charged for the cashless break per person to the customer. This includes the cloakroom service and on-site (emergency) service staff. The cashless break includes a beverage as well (coffee / tea / beer / wine / soft drink).
- 8.3 If in special cases and subject to the prior written consent of SSB-PH the catering is taken care of by third parties, the customer owes SSB-PH a fee of 15% over the total turnover. These third parties, for whom these General Terms and Conditions also apply in full, are obliged to transport, install and use machines, installations, equipment, stocks, packaging and the like not belonging to SSB-PH in accordance with the safety regulations and further instructions of SSB-PH and to remove them immediately after the end of the event. At the latest 1 month in advance the caterer must furnish a HACCP indemnification statement together with a copy of the SVH papers.
- 8.4 The customer is obliged to send a copy of the caterer's offer prior to the event and a copy of the invoice of the caterer engaged by the customer after the event to SSB-PH.

## 9. Special Conditions

- 9.1 On the basis of special circumstances, to be determined by SSB-PH, SSB-PH is entitled to allocate another hall/room or other halls/rooms in SSB-PH to the customer than that originally rented on the same conditions, for the applicable price, which price may not be higher than that originally contracted. The customer has the right to refuse such substitute hall(s)/room(s) and to deem the rental agreement cancelled. Rent, insofar as it relates to the part of the rental period which has not yet passed, will be repaid. Changes to or cancellation of the contract on the basis of this provision does not give the customer the right to compensation of any loss which may have been suffered in consequence thereof, liability for which is hereby explicitly excluded. In addition, the customer indemnifies SSB-PH against claims of third parties in this respect.
- 9.2 If hall(s)/room(s) in SSB-PH cannot be made available as a result of a cause beyond the control of SSB-PH, including fire, riot, work strike of the personnel of SSB-PH, risk of collapse, the seizure

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of SSB-PH or a part thereof by the competent authorities or the refusal of electrical lighting and/or the heating system, the contract with regard to the relevant event by both parties is to be deemed cancelled, without judicial intervention being required and, insofar as necessary, there will be a mutual waiver of every right to compensation. The customer indemnifies SSB-PH in this respect against the claims of third parties.

- 9.3 If a disaster arises during the rental period, or there is a threat of such, at the evaluation of SSB-PH, the rental period will be deemed terminated with immediate effect with regard to the relevant event. The customer is bound to give his prompt and unconditional cooperation to the measures which SSB-PH deems necessary to limit loss to persons and/or personal and real property as a result of the disaster or a threat of such which is deemed to exist. Insofar as necessary there will be a mutual waiver of every right to compensation. The customer indemnifies SSB-PH in this respect against claims of third parties.
- 9.4 Without prejudice to the other provisions of the contract, the customer indemnifies SSB-PH against all claims of third parties for compensation of the loss suffered by them with regard to person or property, arising directly or indirectly as a result of performance of the contract, except in the case of demonstrable intent or gross negligence of SSB-PH.
- 9.5 Every claim of force majeure by the customer is hereby excluded.
- 9.6 All costs ensuing from the contract are at the customer's expense.
- 9.7 Agreements in deviation from or in addition to the above conditions must be agreed in writing. Consequently the customer cannot invoke verbal commitments or agreements on the part of or with SSB-PH, if and as long as SSB-PH has not confirmed such in writing to the customer.
- 9.8 All agreements relating to this contract are only binding if they have been made with the management of SSB-PH or its agent and are laid down in writing. These General Terms and Conditions and the contracts to which they relate are governed by Dutch law.

## 10. General Terms for Visitors

- 10.1 The General Terms for Visitors apply to every agreement between Stadsschouwburg & Philharmonie Haarlem (hereafter: 'the Theatre') and visitors of the Theatre. The General Terms for Visitors also relate to all actions which are executed for the performance of this agreement. In these General Terms for Visitors, Visitor (hereafter: 'the Visitor') means every person or legal entity who in any way, directly or indirectly, makes an agreement with the Theatre with regard to attending an event to be organised by the Theatre or a third party in the Theatre building (hereafter: 'the Building', which must also be deemed to include that part of the public road adjacent to the Building to which the Theatre in some way has a real right) or some other location used by the Theatre. In addition, these General Terms for Visitors are declared to apply to anyone who attends any event in the Building, without the relevant party directly or indirectly having made an agreement with the Theatre.
- 10.2 The Theatre will do everything possible to have the visit to the Building go according to the Visitor's wishes. The Theatre will demonstrate optimal care with regard to the Visitor. The Theatre will also attempt to have the events in the Building take place without disruption. The Theatre will endeavour to restrict any nuisance or inconvenience for the Visitor to a minimum,

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and guarantee the Visitor's safety as much as possible. The Theatre would like to hear suggestions from Visitors for improvement of the services. The Visitor can at all times contact the Theatre management. Should any nuisance or inconvenience reasonably be unavoidable, the Theatre offers its apologies therefore.

## **Ticket sales / Offers / Prices**

- 10.3 All offers made by the Theatre, or offers made by third parties, (programme) announcements, notices or information otherwise provided and price quotes are without commitment. The Theatre accepts no liability for any mistakes in announcements, offers, notices or information provided otherwise and price quotes made by the Theatre and third parties to the Visitor, or mistakes made by the (pre-) sale of tickets by third parties, including the pre-sale addresses.
- 10.4 If he/she is requested to do such, the Visitor is at all times obliged to present his/her ticket and any card which gives the right to a discount on this ticket to Theatre staff who are identifiable as such. The ticket must in any event be shown upon arrival in (the relevant hall in) the Building, even if the Visitor has left (the relevant hall in) the Building during (the term of) an event.
- 10.5 The Visitor is not entitled to obtain repayment of the ticket price or any other compensation (i) in the case of loss or theft of his/her ticket or (ii) in the event the Visitor has obtained the ticket from a third party other than the Theatre and this payment of the ticket price by the third party to the Theatre cannot take place for reasons on the part of the third party. If the Visitor for whatever reason cannot make use of the ticket, this is at his/her own expense. Once a ticket has been obtained it cannot be exchanged. Nor will there be repayment of the ticket price in these cases.

## **Prohibition on resale and the like**

- 10.6 The Visitor is bound to hold the ticket for him-/herself for an event and therefore may not resell it in any way to third parties, offer it for sale or offer or provide it in the framework of commercial purposes.
- 10.7 The Visitor is bound with regard to the Theatre to not in any way advertise or engage in any (other) form of publicity in connection with the event and a part thereof if this is effected with the intention of (re)selling the ticket, in the Theatre's opinion.
- 10.8 The Visitor who makes his/her ticket available to third parties free of charge and not in the framework of commercial purposes is obliged to impose the obligations imposed on him/her as Visitor as worded in the preceding paragraphs of this clause on the person to whom he/she makes the ticket available and guarantees to the Theatre that such person(s) will perform these obligations.
- 10.9 If the Visitor does not perform his/her obligations as worded in the preceding paragraphs of this clause and/or cannot guarantee such, the Visitor owes an immediately due penalty of € 10,000 per breach to the Theatre and € 5,000 for each day that the breach has continued without prejudice to the Theatre's right to in addition demand of the Visitor performance and/or compensation of the monies or loss still to be suffered.

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## Stay in the building

- 10.10 During his/her stay in the Building, the Visitor will act in accordance with public order, public decency and the decency rules relating to the nature of the visited event. The Visitor is in this respect also obliged to follow the instructions of Theatre staff who are identifiable as such. If in the reasonable opinion of a manager of the Theatre the Visitor in some way acts contrary to these standards or instructions, the Visitor can be denied further access to the Building for the relevant event, without the Visitor being able to enforce any right to compensation for his/her ticket.
- 10.11 The Visitor is prohibited, inter alia:
- a. from offering goods and written information of any nature whatsoever to third parties for sale or free of charge in the Building without the management's explicit consent;
  - b. from taking pets/animals into the Building;
  - c. from taking foodstuffs and/or (alcoholic) beverages into the Building;
  - d. from, in the opinion of a Theatre staff member, taking hazardous goods or substances and/or goods or substances which are bothersome to visitors into the Building or carrying them on their person;
  - e. from taking drugs into the Building and/or using drugs in the Building.
- 10.12 In special cases in which the general safety reasonably requires such, the Theatre's management can demand to inspect (hand) luggage carried by the Visitor. If such is deemed necessary, specially trained personnel can ask the Visitor to cooperate in a security search. In the event the Visitor refuses to cooperate, the Visitor can be denied (further) access to the Building without the Visitor having any right to repayment of the ticket price.
- 10.13 The Visitor is prohibited, without the prior written consent of the Theatre management, from having photo, video, film, audio and other recording equipment in the Building on their person, without the prior written consent of the Theatre's management. Telephones or other wireless communication devices must be switched off before entering the Building. The Theatre staff who are identifiable as such are entitled to demand the handing over of any equipment found and take such into their custody during the Visitor's stay in the Building. In the event the Visitor refuses, the Visitor can be denied (further) access to the Building, without the Visitor being able to claim any right to repayment of the ticket price.
- 10.14 The Theatre reserves the right to make video and/or audio recordings of the event at which the Visitor is present. The Visitor will not make any copyright or other objection to use of his/her image as part of the publicity relating to said events.
- 10.15 There are smoking prohibition rules within the Theatre. The Visitor is bound to comply with these rules relating to smoking. In the event the Visitor refuses to cooperate, the Building Manager has the right to deny (further) access to the Building, without the Visitor being able to claim any repayment of the ticket price.

## Liability of the Theatre

- 10.16 The Visitor's stay in the Building is at his/her own expense and risk.

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- 10.17 The Theatre is only liable for property damage and/or consequential loss suffered by the Visitor or personal injury to the Visitor, which is directly and exclusively the result of intent or gross negligence of the Theatre and/or its staff, on the understanding that the only loss which is eligible for compensation is the loss for which the Theatre is insured, or for which it should have been insured according to the standards of reasonableness and fairness, and for the maximum amount applied therein. The Theatre's liability is excluded with regard to, inter alia: loss as a result of the actions of third parties, including persons engaged by the Theatre and tenants of (rooms in) the Building and the persons engaged by said third parties;
- b. loss as a result of the failure to follow up instructions given by the Theatre's staff and failure to comply with common rules of decency;
  - c. (consequential) loss as a result of unforeseeable changes in the starting and closing times of the events to which the agreement between the Theatre and the Visitor relates;
  - d. loss which is in any way caused by other visitors.
- 10.18 The Theatre is never liable for loss suffered by the Visitor which has arisen as a result of force majeure on the part of the Theatre. Force majeure includes any circumstance beyond the Theatre's control – even if this possibility was already foreseen at the time the agreement was made – which temporarily or permanently prevents performance of the agreement, as well as, in so far as not already included under the above, war, war violence, civil war, riot, unrest, actions of the police and/or fire department, work strike, transport difficulties, fire and other serious disruptions in the business operations of the Theatre or in the Building, weather conditions and for public transport which is not functioning for any reason whatsoever.

## Complaints

- 10.19 Complaints about the performance of the agreement between the Theatre and the Visitor must be sent by recorded mail and reach the Theatre's management board within eight days after the performance of the agreement has taken place or should have taken place. Complaints which are lodged after this term will not be considered by the Theatre.
- 10.20 Complaints are not possible with regard to the following complaints and circumstances, and will therefore never lead to any obligation to pay compensation on the part of the Theatre:
- a. complaints and circumstances which relate to changes in the programme, including, but not limited to, changes in the person(s) performing, changes in the composition of the programme and moving events to another date;
  - b. complaints and circumstances relating to the quality of the execution of the events to which the agreement between the Theatre and the Visitor relates;
  - c. complaints and circumstances relating to nuisance or inconvenience caused by other visitors, including criminal trespassers, but not limited thereto, noise nuisance, inappropriate behaviour, theft and war risk; in the event of repeated nuisance or inconvenience due to certain visitors to be identified, the Theatre will do everything possible to deny these visitors access in the future if necessary;

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- d. complaints and circumstances relating to nuisance or inconvenience caused by maintenance work to the Building, or the consequences of this maintenance work which might reasonably have been carried out at that time;
- e. complaints and circumstances relating to nuisance or inconvenience, caused by the non-proper functioning of facilities in the halls of the Building;
- f. complaints and circumstances which relate to nuisance or inconvenience, including limited visibility for the Visitor, caused by (audio) recordings by the media and the technical measures taken therefore in the halls;
- g. complaints and circumstances which relate to (noise) nuisance caused by simultaneously occurring events, including necessary actions which serve to prepare for these events, or which in some other way relate to these events, in other rooms of the Building;
- h. complaints and circumstances relating to the allocation and distribution of the places and/or a change in the chair plan necessitated by circumstances;
- i. complaints and circumstances which relate to nuisance or inconvenience, including limited view of the stage and surtitles;
- j. complaints and circumstances which relate to the presence or absence of surtitles, caused by the non-proper functioning of the technical facilities, or the choice of the Theatre whether or not to offer said facility;
- k. complaints and circumstances which relate to nuisance or inconvenience due to public transport strikes;
- l. complaints because the Visitor is denied access to the hall due to the circumstance that the event in this hall has already started.

## **Personal data**

10.21 The Visitor's personal details, including the details relating to the Visitor's name and address, which are registered by the Theatre in connection with the furnishing of a ticket, will be included in the Theatre's administration and provided to the relevant event partner(s). The goal of this administration is the management of and being able to dispose of personal data for administration actions and mailings. The Visitor, as the data subject, can at all times claim a right to inspect the mailing or decline further receipt of the mailings. The Theatre will process the personal details in conformity with the applicable legislation and regulations and in accordance with its privacy policy, to be found on the website [www.theater-haarlem.nl/privacy](http://www.theater-haarlem.nl/privacy). If the Visitor does not wish to receive any personally addressed information, this can be passed on by a letter or an email to the Theatre.

10.22 The Theatre can ask the Visitor to identify him-/herself. If the Visitor cannot show any identification or refuses to show it, the Visitor can be denied/refused access to the Theatre. In this case there will be no repayment of the ticket.

## **Rights of the Theatre**

10.23 Upon breach by the Visitor of (one or more of) the provisions laid down in these general terms the Theatre is entitled to invalidate the ticket or deny the visitor (further) access to the event without the Visitor being entitled to repayment of the price he/she has already paid for the

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ticket (including service costs) to the Theatre, whether or not via a (re)sale address. Holders of invalidated tickets are not entitled to repayment.

10.24 If it is likely that there has been forgery of the ticket the Theatre has the right to deny the holder of this ticket (further) access to the event, without the Visitor or this holder being able to claim any loss which he/she will suffer in consequence thereof.

## **Other terms / arrangements**

10.25 The Theatre can declare additional terms and/or arrangements to apply to these General Terms.

## **Applicable law / Competent court**

10.26 These General Terms for Visitors and the agreement between the Visitor and the Theatre are governed by Dutch law.

10.27 All disputes which ensue from the agreement between the Visitor and the Theatre will exclusively be presented to the competent court in Amsterdam. The General Terms state Utrecht.

The General Terms for Visitors were deposited with the Court Registry of Amsterdam District Court on 12 July 2012 under number 66/2012.

Haarlem, January 2017