

## **GENERAL TERMS AND CONDITIONS FOR VISITORS OF THE THEATRES AND CONCERT HALLS BELONGING TO THE DUTCH ASSOCIATION OF THEATRES AND CONCERTHALLS**

### **1.0 General**

- 1.1 These General Terms and Conditions for Visitors are used by all Dutch concert halls, theatres and other venues (hereinafter collectively referred to as 'the Theatre') belonging to the Dutch Association of Theatres and Concert halls (*Vereniging van Schouwburg- en Concertgebouwdirecties* or VSCD), as well as a few other Theatres that have indicated that they have adopted these General Terms and Conditions. An up-to-date list of all the member Theatres is available on request from the VSCD, Johannes Vermeerstraat 55, 1017 DM Amsterdam, the Netherlands, also on the web ([www.vscd.nl](http://www.vscd.nl)).
- 1.2 These General Terms and Conditions for Visitors apply to all contracts between the Theatre and a visitor to the Theatre. These General Terms and Conditions also govern all acts performed in pursuance of these contracts. For the purposes of these General Terms and Conditions, the visitor ('the Visitor') means every natural person or legal entity that enters into a contract with the Theatre in any manner, either direct or indirect, for the purpose of attending an event organized by the Theatre or a third party in the Theatre building ('the Building', which term includes any part of the public road adjacent to the Building in respect of which the Theatre owns any right *in rem*) or any other location used by the Theatre. In addition, these General Terms and Conditions apply to every person who attends any event in the Building without having concluded, either direct or indirect, any contract with the Theatre.
- 1.3 The Theatre will make every endeavour to ensure that the Visitor's stay in the Building will be to his or her liking. The Theatre will exercise the greatest possible care towards the Visitor. The Theatre will also endeavour to ensure a smooth performance in the Building. The Theatre will do its utmost to restrict any discomfort or inconvenience to the Visitor to a minimum and guarantee the Visitor's safety as much as possible. The Theatre would like to hear suggestions from the Visitor on how to improve its services. To this end, the Visitor may at all times contact the executive staff of the Theatre. If any nuisance or inconvenience cannot reasonably be avoided, the Theatre offers its apologies for that.

### **2.0 Sale of Tickets, Offers and Prices**

- 2.1 All offers, programme notices, communications and other information and price statements submitted by the Theatre or third parties are without prejudice and subject to contract. The Theatre does not accept liability for any mistakes in the notices, offers, communications or other information and price statements submitted to the Visitor by the Theatre or third parties or for mistakes made during the sale of tickets by third parties, including the advance sale outlets.
- 2.2 The Visitor is at all times obliged to show on demand his or her admission ticket and any pass or voucher granting a discount thereon to Theatre staff recognizable as such. The ticket must in any case be shown on arrival in the Building or any relevant room therein, even if the Visitor has left the Building or the relevant room therein during the event.
- 2.3 The Visitor is not entitled to restitution of the admission charge or any other compensation (i) in case of loss or theft of his/her admission ticket or (ii) if the Visitor has bought the ticket from a party other than the Theatre and this third party fails to transfer the admission charge to the Theatre for reasons on the part of the third party, or (iii) if the event to which the relevant admission ticket relates is cancelled for reasons that cannot be blamed on the Theatre. If the Visitor fails to use his or her ticket for any reason whatsoever, this is at his/her own risk and expense. Once a ticket has been bought, it cannot be exchanged. In these cases, there is no entitlement to restitution of the admission charge.
- 2.4 Admission tickets remain the property of the Theatre even after the Visitor has paid the admission charge. The Visitor may be denied access to the Building if it turns out that the admission ticket has not been obtained from the Theatre or from other recognized points of sale or advance sale outlets.

### **3.0 Stay in the Building**

- 3.1 During his or her stay in the Building, the Visitor should behave properly in accordance with public order, good morals and the rules of the event being visited. In this context, the Visitor should also follow the instructions and directions given by the recognizable Theatre staff. If, in the reasonable judgement of a qualified Theatre official, the Visitor acts in violation of these rules, directions or instructions in any way, the Visitor can be denied further entrance to the Building for the relevant event without the Visitor being entitled to any ticket refund.
- 3.2 The Visitor may not:
- (a) offer for sale or without charge any items of property or written information to third parties in the Building without the explicit permission of the executive staff of the Theatre;
  - (b) bring pets or other animals into the Building;

- (c) bring food and/or alcoholic or other refreshments into the Building;
  - (d) bring objects or substances into the Building which are, in the reasonable judgment of a qualified Theatre official, dangerous and/or a nuisance to the Visitors, or carry such objects and substances with him or her during his or her stay in the Building.
- 3.3 In special cases where overall security reasonably requires so, an executive officer of the Theatre may ask to inspect hand luggage brought along by the Visitor. If deemed necessary, specially prepared and trained staff may also ask the Visitor to co-operate in a security search. If the Visitor refuses to co-operate, the Visitor may be denied further entrance to the Building without the Visitor being entitled to any ticket refund.
- 3.4 The Visitor may not, without the executive staff's prior permission in writing, carry or use any photographic, video, film, audio and other recording equipment in the Building. Telephones or other cordless means of communication must be turned off before the Visitor's entry into the Building. The recognizable Theatre staff are entitled to demand the surrender of any equipment found and to keep it in storage during the Visitor's stay in the Building. If the Visitor refuses to co-operate, the Visitor may be denied further entrance to the Building without the Visitor being entitled to any ticket refund.
- 3.5 The Theatre reserves the right to make visual and/or audio recordings of the event attended by the Visitor and/or to have them made. The Visitor agrees not to make any objection for copyright or other reasons to the use of his or her portrait/likeness as part of the publication campaign for these events.
- 3.6 Within the Theatre Building, there is a smoking ban in the rooms designated for that purpose. The Visitor must comply with this smoking ban. If the Visitor refuses to do so, the Manager of the Building is empowered to deny the Visitor further entrance to the Building without the Visitor being entitled to a ticket refund.

#### **4.0 Liability of the Theatre**

- 4.1 The Visitor's stay in the Building is at his or her own risk and expense.
- 4.2 The Theatre's liability is limited to property damage or consequential loss suffered by the Visitor or injury inflicted on the Visitor if it is the direct and exclusive result of wilful intent or gross negligence on the part of the Theatre or its staff, with the proviso that only damage or loss against which the Theatre is insured or should have been insured, according to the requirements of reasonableness and fairness, can be compensated, up to the maximum amount provided for by the relevant policy. The Theatre's liability is excluded, *inter alia*, in respect of the following:
- (a) damage or loss sustained as a result of acts performed by third parties, including third parties engaged by the Theatre and lessees of rooms in the Building and persons engaged by these third parties;
  - (b) damage or loss sustained as a result of the failure to follow instructions given by Theatre staff and the non-observance of general standards of decency;
  - (c) consequential or other damage or loss sustained as a result of changes in the starting and closing times of events governed by the contract between the Theatre and the Visitor which could not have been anticipated;
  - (d) damage or loss caused by other Visitors.
- 4.3 The Theatre can never be held liable for damage or loss suffered by the Visitor as a result of force majeure on the part of the Theatre. In this context, force majeure includes any circumstances beyond the Theatre's reasonable control – even if the possibility thereof could be anticipated at the time of the conclusion of the contract – which temporarily or permanently prevent the performance of the contract, including (to the extent these are not already included in the foregoing) war, force of arms, civil war, insurrection, riots, actions by the police and/or the fire brigade, strikes, transport difficulties, fire and other serious breakdowns affecting the enterprise of the Theatre or in the Building, weather conditions, and public transport failing for any reason whatsoever.

#### **5.0 Claims and Complaints**

- 5.1 Complaints about the performance of the contract between the Theatre and the Visitor must be submitted by registered letter to the Theatre management within eight (8) days of the date of performance of the contract. The Theatre will not deal with complaints submitted after this period has expired.
- 5.2 It is not possible to make claims in respect of the following complaints and circumstances that the Theatre cannot avoid and therefore, these will never result in any obligation to pay damages on the part of the Theatre:
- (a) complaints and circumstances relating to changes in the programme, including but not limited to changes in the performer(s), in the structure of the programme, cancellations or events being moved to other dates;
  - (b) complaints and circumstances relating to the quality of the performances of the events that are the subject of the contract between the Theatre and the Visitor;
  - (c) complaints and circumstances relating to nuisance or discomfort caused by other visitors or unlawful intruders, including but not limited to noise nuisance, improper behaviour, theft and molestation; in case of repeated nuisance or discomfort caused by specific identifiable Visitors, the Theatre will do everything possible to deny these Visitors access in the future, if necessary;

- (d) complaints and circumstances relating to nuisance or inconvenience caused by maintenance activities in the Building, or to consequences of these maintenance activities which were reasonably carried out at that time;
- (e) complaints and circumstances relating to nuisance or inconvenience caused by improper functioning of facilities in the rooms of the Building;
- (f) complaints and circumstances relating to nuisance or inconvenience, including limited view for the Visitor, caused by visual or audio recordings made by the media and the technical provisions made as a result thereof in the rooms;
- (g) complaints and circumstances relating to noise or other nuisance caused by events taking place simultaneously, including acts that are required for the preparation of these events, or which relate to these events in any other manner, in other rooms of the Building;
- (h) complaints and circumstances relating to the allocation of seats and/or adjustments to seating plans required by the circumstances;
- (i) complaints and circumstances relating to nuisance or inconvenience, including limited view of the stage and supertitles;
- (j) complaints and circumstances relating to the presence or absence of supertitles caused by the improper functioning of technical equipment, or the Theatre's decision to offer or not to offer this facility;
- (k) complaints and circumstances relating to nuisance or inconvenience as a result of strikes affecting public transport availability;
- (l) complaints as a result of the Visitor being denied entrance to the room because the event in this room has already started.

## **6.0 Personal Details**

- 6.1 Personal details relating to the Visitor, including his or her name, address and place of residence, which are registered by the Theatre and/or the Uitlijn in connection with the issue of an admission ticket, are entered in a register within the meaning of the Data Protection Act. The Theatre and/or the point of sale is the holder of this register.

A copy of the application form for this register pursuant to the Data Protection Act is available for inspection at the Theatre and the relevant point of sale. If the Visitor does not wish to receive any information personally addressed to him or her, he or she may indicate this by sending a letter to the Theatre or the Vereniging van Schouwburg- en Concertgebouw Directies (VSCD), Johannes Vermeerstraat 55, 1071 DM Amsterdam, the Netherlands.

## **7.0 Other Conditions and Regulations**

- 7.1 The Theatre's own contractual or other terms and conditions and/or regulations.

## **8.0 Governing Law and Jurisdiction**

- 8.1 These General Terms and Conditions for Visitors and the contract between the Visitor and the Theatre shall be governed by Dutch law.
- 8.2 All disputes arising under the contract between the Visitor and the Theatre shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam.

These General Terms and Conditions for Visitors were filed at the Office of the Amsterdam District Court, under number 268/2002, on 26 November 2002.