



GENERAL TERMS AND CONDITIONS

THEATER AMSTERDAM

In accordance with the general terms and conditions of the Dutch Venue Association

VERSION EN 2026

GENERAL

ARTICLE 1 APPLICABILITY

1.1 The Contractor, an independent private limited company operating under the trade name Boven de Planken B.V. and registered with the Chamber of Commerce in Amsterdam under number 59115793, provides its services in accordance with the General Terms and Conditions of the Dutch Venue Association. The Dutch Venue Association is the trade association for the Dutch event venue industry. Affiliated venues apply these terms and conditions.

1.2 The Contractor is entitled to amend these general terms and conditions unilaterally.

OPTIONS AND FORMATION OF THE AGREEMENT

ARTICLE 2 OPTIONS

2.1 At the Client's request, the Contractor may grant the Client an option on venue space. An option is entirely non-binding for both the Contractor and the Client, unless otherwise agreed in writing.

2.2 If an option for a fixed period has been agreed with the Client, the Contractor is entitled to require security for that option. If the Client does not exercise the option, the Contractor is entitled to retain the security deposit, meaning it will not be refunded to the Client.

ARTICLE 3 OFFERS AND QUOTATIONS

3.1 All offers and quotations made by or on behalf of the Contractor are non-binding, unless otherwise agreed in writing.

3.2 In all cases, the Contractor will only be bound if its written offer or quotation states at least:

- which space or spaces are rented, for which period and at what price;
- the type of project for which the space or spaces are rented;
- the estimated number of persons expected to attend;

and the offer or quotation has been signed for approval by both parties in good time, or has been approved by the Client by email, and has been received by the Contractor in good time. The risk of any ambiguity arising from instructions or communications given orally or by telephone rests with the Client.

ARTICLE 4 CLIENT OBLIGATIONS INCLUDING SAFETY AND INFORMATION

4.1 At its own expense and risk, the Client shall take sufficient measures to safeguard the safety of performers, third parties engaged by it, guests and visitors. Even where arrangements have already been made regarding those measures, the Contractor is entitled to impose additional requirements at any time if changed circumstances so require.

4.2 The Client must inform the Contractor in writing of any risks to the condition of the rented premises and/or to the Contractor's reputation that could arise from or in connection with the event. These include, without limitation, risks arising from the visitor profile, the changed or other nature of the event, any threat of or attraction to undesirable conduct, political or social unrest, and the possible refusal of required permits in general, including under the Dutch Public Administration Probity Screening Act or the venue's own permits. The Contractor is entitled to terminate the event without liability for damages if the Client has breached this duty of disclosure and/or the information provided is incorrect or incomplete. If the Contractor terminates the Agreement, it is not obliged to (i) compensate the Client for any loss of any kind and/or (ii) refund any payments or advance payments made.

4.3 The Client must provide the Contractor in good time with all information that it knows, or ought to know, is necessary for the performance of the engagement. The Client warrants the accuracy and completeness of the information it provides.

4.4 The Client is not entitled to any compensation if it has failed, or has insufficiently fulfilled, its obligations under Articles 4.1 and/or 4.2 of these general terms and conditions and, as a result, (i) the Contractor wholly or partly cancels the engagement, which the Contractor is entitled to do in that case, and/or (ii) the Contractor has informed the Client of this in writing and the Client nevertheless wishes the engagement to proceed.

4.5 The Client is responsible for paying all fees relating to the use of third-party intellectual property rights, including but not limited to Buma/Stemra rights.

4.6 Unless otherwise agreed in writing, the Client is responsible for obtaining all required third-party consents and/or permits.

4.7 The Client acknowledges that the event must be appropriate to the reputation, image and other events of the Contractor's venue and must not cause nuisance to other tenants or users of the building or to local residents.

4.8 The Client is responsible and liable for the acts and omissions of visitors, guests, third parties engaged by it and others during the engagement, including but not limited to the event.

RENTED PREMISES AND EVENT CONDITIONS

ARTICLE 5 RENTED PREMISES

5.1 Before entering into the Agreement, the Client is responsible for establishing whether the rented premises are suitable for the intended event.

5.2 The rented premises comprise only the space or spaces described in the Agreement and the facilities specified there. Unless otherwise agreed in writing, central entrances, corridors, stairways, toilets, cafes, restaurants, outdoor areas and garages or parking spaces are not included in the rented premises.

5.3 Without the Contractor's prior written consent, the Client may not:

- a) use the rented premises for any purpose other than that described in the Agreement;
- b) sublet all or part of the rented premises or make them available to third parties, provided that such consent is not required for exhibitors where the event is a trade fair or exhibition;
- c) where applicable, exhibit goods or services in the rented premises outside the exhibition programme described in the Agreement;
- d) give the event a different name or materially different format during the term of the Agreement; the Contractor shall not withhold its consent on unreasonable grounds.

5.4 The Client must bring the house rules to the attention of guests, visitors, staff, employees and others, and remains responsible and separately liable for their proper compliance with those rules. The Client indemnifies the Contractor against all loss and all third-party claims arising from any breach of the house rules, these general terms and conditions or the Agreement by guests, visitors, staff, employees or others.

ARTICLE 6 NUMBER OF GUESTS

6.1.1 The cost estimate is based on the number of guests stated in the Agreement. Any change in the number of guests will affect the price calculation under the Agreement and/or the suitability of the rented premises.

6.1.2 The Client must inform the Contractor in writing as soon as possible of any changes or additions that deviate from the Agreement. 6.2 A reduction in the agreed number of guests, with an adjustment of costs, is permitted once only, up to ten days before the start of the event, and is limited to a maximum of 10% of the agreed number of guests. Where applicable, the adjustment will be made on the agreed terms. If the reduction exceeds 10%, the Contractor is entitled to revise its calculations to reflect the new situation, including the use of a different room.

6.3 If more guests attend on the day of performance than the agreed number, the related costs will be charged additionally on the basis of the information stated in the Agreement. The Contractor is entitled to refuse guests if the agreed number is exceeded, including for reasons relating to the safety of the other guests in view of the size of the rented premises. The number of guests present as determined by the Contractor will be decisive.

6.4 Engagements are accepted on an actual-cost basis, unless otherwise agreed in writing.

ARTICLE 7 PERFORMANCE

7.1 The layout, use and clearing of the rented premises must take place in consultation with the Contractor.

7.2 The Contractor is at all times entitled to issue further instructions regarding the layout, use and clearing of the rented premises if the fire service, police, mayor or Contractor considers this advisable in the interests of public order and safety.

7.3 No changes may be made to the rented premises, other spaces or indoor or outdoor areas without the Contractor's prior express written consent.

7.4 The Client accepts the rented premises in the condition in which they are at the start of the rental period. Defects found at the end of the rental period in the rented premises or in common areas made available for use, including but not limited to toilets, are deemed to have arisen during the rental period unless the tenant can demonstrate that those defects, including damage, already existed before the rental period.

7.5 At the end of the rental period stated in the order confirmation, the Client must deliver the rented premises completely cleared and clean, in the condition in which they were made available, and must undo any alterations it made. If the premises are not delivered on time and/or clean, the Contractor is entitled to charge the Client a penalty equal to the contract sum.

ARTICLE 8 SUPPLIERS

Unless expressly agreed otherwise in writing, the use of suppliers within the rented premises, including but not limited to catering, audiovisual services and technical services, is reserved exclusively to the Contractor.

ARTICLE 9 PRICES

9.1 All prices exclude VAT unless otherwise agreed in writing, including by email. Any other government levies are also payable by the Client. The Contractor will disclose these in advance as far as possible. The Contractor is entitled to pass on to the Client any government-imposed increases in taxes, excise duties or social security charges. The Contractor is also entitled to pass on cost-increasing circumstances arising after the Agreement has been concluded.

9.2 If the Contractor provides a combined quotation, it is not obliged to perform part of the quotation for a corresponding part of the price quoted for the whole.

ARTICLE 10 PAYMENTS

10.1 Payments must be made within 14 days of the invoice date, unless a different term is stated in writing in the quotation, offer or Agreement.

10.2 The Client is obliged to:

- pay 100% of the agreed venue hire when the reservation is confirmed and/or the Agreement is concluded;
- pay an advance of 90% of the agreed contract sum, excluding venue hire, no later than 14 days before performance of the Agreement;
- pay or receive any additional or reduced costs through the final invoice issued by the Contractor following performance of the Agreement, after deduction of the advance payments referred to above;
- receive an invoice from the Contractor in good time for each payment date;

10.3 The final invoice will provide an accurate specification of the services rendered, the services to be invoiced on an actual-cost basis and the VAT.

10.4 The payment term is a strict deadline. The Client is not entitled to suspend or set off any payment.

10.5 If payment has not been made within the payment term, the Client will be in default by operation of law. The Client will then owe statutory commercial interest, with part of a month counted as a full month, together with extrajudicial collection costs amounting to 15% of the principal sum, subject to a minimum of EUR 350.

10.6 Clients established outside the Netherlands must comply with the guidelines issued by the Dutch tax authorities regarding the payment of VAT.

LIABILITY FORCE MAJEURE EPIDEMICS AND PANDEMICS

ARTICLE 11 LIABILITY

11.1 The Client is liable for loss suffered by third parties arising from the use of the rented premises and/or the spaces made available for use, and indemnifies the Contractor against third-party claims relating to such loss.

11.2 Damage to or loss of property belonging to the Contractor and/or suppliers contracted by the Contractor, caused by the Client and/or its invitees, employees or engaged third parties, must be reimbursed in full by the Client to the Contractor.

11.3 Everything brought into the building and/or the rented premises by or on behalf of the Client is there at the Client's expense and risk. The Contractor does not arrange insurance or security for such items. The Contractor is not liable for damage to or loss of goods, property or valuables belonging to the Client or third parties, including invitees, the public and performers, regardless of the cause, except in the event of intent or gross negligence on the part of the Contractor or its staff. The Contractor is also not liable for damage to or loss of items deposited in the cloakroom. The Client indemnifies the Contractor against third-party claims as referred to above.

11.4 The Contractor is not liable for loss of any kind arising because it relied on incorrect and/or incomplete information provided by or on behalf of the Client.

11.5 The Contractor is liable for loss only (i) if and to the extent that the loss is covered by its liability insurance, up to the amount paid out by its insurer plus the applicable excess, or (ii) in the event of intent or gross negligence on the part of the Contractor or one of its managers.

11.6 If (i) there is no intent or gross negligence and/or (ii) the insurer does not pay out, but the Contractor is nevertheless liable, that liability is limited to direct loss only, with liability for indirect loss expressly excluded, and to a maximum of the contract sum.

11.7 All rights of action and other rights of any nature that the Client has against the Contractor must be received by the Contractor in writing within one month after the end of the rental period, failing which they will lapse.

11.8 Any advice provided by the Contractor is always non-binding and is followed at the Client's own expense and risk.

ARTICLE 12 GOVERNMENT MEASURES RELATING TO EPIDEMICS AND PANDEMICS

12.1 Subject to the provisions of the paragraph below, neither party is liable for any failure or delay in performing the Agreement to the extent that the failure or delay is caused by government measures resulting from epidemics or pandemics, such as an outbreak of COVID-19, that directly affect the Agreement and make its performance prohibited or impossible, such as a restriction on the number of visitors or participants.

12.2 If a situation as referred to in Article 12.1 arises, the parties will discuss the consequences and jointly decide whether the event can still take place at the agreed time, whether or not in modified form, or should be postponed.

12.3 If the parties do not agree on whether the event can still take place at the agreed time or should be postponed, either party may terminate the Agreement by written notice, including cancellation or rescission. In that event, the Contractor is entitled to retain the first advance payment of 100% of the agreed contract sum or to receive payment of that first advance payment of 100% of the agreed contract sum. If the Client does not act as a responsible client in the context of Article 12.2 or 12.3, the Client remains obliged to pay the full agreed contract sum immediately.

ARTICLE 13 FORCE MAJEURE

13.1 This Article does not apply to epidemics or pandemics that are subject to government measures, such as COVID-19.

13.2 Circumstances not attributable to the Contractor that are such that performance of the Agreement can no longer reasonably be required, either at all or in full, including but not limited to (i) extreme weather, including a code red warning for the city, municipality or province where the event takes place and/or for the province or provinces from which visitors, employees, suppliers, subcontractors or the Client must travel, (ii) withdrawal of one or more permits held by either the Contractor or the Client, (iii) national mourning, (iv) the event venue becoming wholly or partly inaccessible, and (v) illness of staff or suppliers' staff, for example in connection with an influenza epidemic or pandemic, entitle the Contractor to terminate the Agreement wholly or partly and/or suspend its performance without any obligation to pay damages. In that event, the Contractor retains its right to payment of the agreed contract sum, including but not limited to the costs of third parties engaged by it.

13.3 The Client may not invoke force majeure.

CANCELLATION AND TERMINATION

ARTICLE 14 CANCELLATIONS

14.1 The Agreement may be cancelled only in writing, including by email. If several agreements between the parties are ongoing, the cancellation must identify the relevant Agreement.

14.2.1 If only venue hire is involved, the Client must pay the full venue hire already agreed and paid; in other words, paid venue hire will not be refunded in the event of cancellation.

14.2.2 If services are provided in addition to venue hire, such as event organisation services including but not limited to catering, performers and audiovisual services, the Client must pay the Contractor the following amounts in addition to the venue hire in the event of cancellation:

- a) more than 365 days before the start time: 30% of the full contract sum applicable at the time of cancellation, excluding venue hire;
- b) between 364 and 180 days before the start time: 50% of the full contract sum applicable at the time of cancellation, excluding venue hire;
- c) between 179 and 90 days before the start time: 85% of the full contract sum applicable at the time of cancellation, excluding venue hire;
- d) between 89 days before the start time and the start time: 100% of the full contract sum applicable at the time of cancellation, excluding venue hire.

The contract sum is the contract sum stated in the Agreement plus any amendments subsequently agreed.

14.2.3 If services are provided in addition to venue hire, such as event organisation services including but not limited to catering, performers and audiovisual services, but no agreement has been reached on the Agreement as a whole and the Client does not use the Contractor's services, the Client must pay the Contractor the following amounts in addition to the venue hire:

- a) more than 365 days before the start time: 30% of the contract sum agreed between the parties, excluding venue hire;
- b) between 364 and 180 days before the start time: 50% of the contract sum agreed between the parties, excluding venue hire;
- c) between 179 and 90 days before the start time: 85% of the contract sum agreed between the parties, excluding venue hire;
- d) between 89 days before the start time and the start time: 100% of the contract sum agreed between the parties, excluding venue hire.

The contract sum is the contract sum agreed between the parties plus any amendments subsequently agreed.

14.3 If, at the time of cancellation, the Contractor's loss exceeds the cancellation fee stated in Article 14.2 of these general terms and conditions, due to, among other things, payment obligations that the Contractor has or will incur in connection with the Client's cancellation, such as obligations towards third parties engaged in performing the Agreement and/or other third-party claims, the Client must reimburse the Contractor for that higher amount.

14.4 The cancellation date is the first date on which the Contractor receives the cancellation.

ARTICLE 15 TERMINATION OF THE AGREEMENT

15.1 In addition to its statutory rights of termination, the Contractor is entitled to terminate this Agreement if:

- a) the Client fails to perform its obligations under the Agreement, or fails to perform them fully or on time;
- b) after the Agreement has been concluded, circumstances that come to the Contractor's attention give good reason to fear that the Client will not perform its obligations;
- c) the Client's assets are attached, the Client is granted a suspension of payments, or the Client is declared bankrupt.

15.2 If the Agreement is terminated, the Contractor's claims against the Client become immediately due and payable.

15.3 If the Contractor terminates the Agreement, it is under no obligation whatsoever to compensate the Client for any resulting loss or costs.

OTHER PROVISIONS

ARTICLE 16 COMPLAINTS AND CLAIMS

All complaints and defects must be received by the Contractor in writing, including by email, within 24 hours after they became known or reasonably could have become known. If this period is not observed, any claims the Client may have will lapse.

ARTICLE 17 CONFIDENTIALITY

17.1 Both parties must keep confidential all confidential information obtained from the other in connection with the Agreement. Information is confidential if the other party has stated that it is confidential or if this follows from the nature of the information. The party receiving confidential information may use it only for the purpose for which it was provided.

17.2 Article 17.1 of these general terms and conditions does not apply to information that:

- a) is provided to the receiving party's advisers, provided those advisers are also bound by confidentiality;
- b) was already lawfully in the receiving party's possession before it was obtained from the other party;
- c) was independently developed by the receiving party without using information or data from the other party;
- d) is or becomes generally known or is made generally accessible other than through an act or omission of the receiving party;
- e) is disclosed to the receiving party by a third party without breaching a duty of confidentiality owed to the other party;
- f) must be disclosed by law, regulation, court order or decision of another public authority, provided the receiving party makes every effort to limit the scope of the disclosure and informs the other party in advance of the intended disclosure.

ARTICLE 18 IMAGE RIGHTS AND DRAWINGS

18.1 All images, drawings, ideas and intellectual property rights included in or attached to a quotation or order confirmation are intended solely for use in connection with the engagement to be or already awarded. The Client may not use them for any other purpose or provide them to any third party. All rights remain vested exclusively in the Contractor.

18.2 The Contractor therefore reserves the right to reclaim those documents, with reference to Article 17.1 of these general terms and conditions.

18.3 The Contractor is entitled to make audio, photographic and/or video recordings of the event and to place that material, together with the Client's logo, on its website for marketing purposes. The Contractor will not provide a copy of that material or the Client's logo to third parties.

ARTICLE 19 GOVERNING LAW AND JURISDICTION

19.1 All legal relationships entered into between the Contractor and the Client are governed exclusively by Dutch law.

19.2 All disputes relating to, arising from or connected with quotations issued by the Contractor and agreements concluded with the Client, as well as all claims for non-payment, shall be submitted exclusively to the court with subject-matter jurisdiction in the place where the Contractor has its registered office, unless the Contractor chooses to bring the claim before the court of the Client's place of residence or registered office.

19.3 For a claim or rental matter below EUR 25,000, no choice of court applies. In that case, subject to limited exceptions, the court of the Client's place of residence or registered office has jurisdiction.

19.4 If the Client is established outside Europe, Switzerland, Norway or Iceland, the dispute will be resolved by arbitration under the rules of the Netherlands Arbitration Institute (NAI). The language of the proceedings will be English and hearings will take place in Amsterdam.

19.4 In the event of any difference in interpretation between the Dutch text and any translation into another language, the interpretation according to the Dutch text will be binding.