

DELAMAR THEATRE GENERAL CONDITIONS THEATRE PACKAGES, BUYOUTS AND COMMERCIAL RENTALS

Article 1 Definitions

- 1.1 **Contractor:** DeLaMar Theatre.
- 1.2 **Client:** The natural person or legal entity concluding an Agreement with the Contractor.
- 1.3 **Agreement:** The recording of the reservation drawn up by the Contractor and the Client.
- 1.4 **Reservation:** Reservations for theatre packages, for tickets for a performance, for buyouts for a performance or for commercial rentals.
- 1.5 **Optional Reservation:** A provisional reservation preceding an Agreement and made by means of a quotation.
- 1.6 **Buyout:** A gathering of a group of guests at the theatre who are taking advantage of a programme which may be tailored to suit their wishes and whereby no other guests are present in the relevant auditorium.
- 1.7 **Reservation Value:** The total value of the reservation.

Article 2 Applicability

- 2.1 These general conditions apply to all Reservations, Optional Reservations and Agreements made between the Client and the Contractor.
- 2.2 These conditions may be made public in various ways, including printing them on the company stationery and including them in quotations, in confirmations and invoices and as an appendix, and publishing them on the Contractor's website.
- 2.3 All agreements that depart from these conditions or are supplementary to them will only be binding on condition that the Client and the Contractor have agreed upon them in writing, and that they only apply to each particular Reservation.
- 2.4 The Contractor hereby explicitly rejects all applicability of any general terms and conditions maintained by the Client.

Article 3 Optional Reservation

- 3.1 Unless the Parties agree otherwise, an Optional Reservation will be valid for 2 weeks, starting from the date on which the Contractor has confirmed the Reservation in writing.
- 3.2 Unless otherwise agreed between the Client and the Contractor, an Optional Reservation will automatically expire after two weeks.
- 3.3 An Optional Reservation will be converted into an Agreement between the Client and the Contractor on the date on which the Client has approved the quotation in writing.
- 3.4 Commitments made by the Client in writing (e.g. by e-mail or letter) are likewise binding.
- 3.5 The Contractor will always be entitled to cancel any orders made by the Client without being obliged to give any reasons until the Agreement has been signed by the Client.

Article 4 Agreement

- 4.1 The Client must sign the Agreement in a legally valid manner and return it within 5 working days.
- 4.2 If the Client fails to return the Agreement thus legally signed, or fails to lodge an objection within the aforesaid period, the Agreement issued will be binding upon the Client.
- 4.3 The Client is entitled to alter the number of guests during a period of up to 10 working days prior to the date of the performance. This new number may not deviate from the number stated in the Agreement by more than 20%.
- 4.4 The Party concluding the Agreement for or on behalf of the Client is jointly and severally liable for all obligations arising under this Agreement. If the Contractor concludes an Agreement with two or more natural persons or legal entities, each of the aforesaid natural persons or legal entities will be jointly and severally liable for fulfilling their obligations towards the Contractor that arise under this Agreement.
- 4.5 The Contractor cannot be held liable for any misunderstandings, delays or failure to transmit information and notifications properly as a result of using any means of communication between the Client and the Contractor, or between the Contractor and third parties, insofar as these concern the relations between the Client and the Contractor, except in the case of intentional act and gross negligence on the part of the Contractor.
- 4.6 The Contractor reserves the right to terminate all or part of the Agreement concluded without recourse to the courts if the Client applies for a moratorium or provisional moratorium, if the Client files a petition for bankruptcy, if the Agreement cannot or can no longer be reasonably completed, if the Client fails to pay a deposit, in the event of the Client's decease, or if the Client fails to provide any information requested by the Contractor or required by the Contractor in connection with the Agreement concluded.

Article 5 Payments

- 5.1 Unless otherwise specified in the Agreement, all payments must be effected within 14 days of the invoice date.
- 5.2 Unless otherwise agreed, the Client is obliged to pay a deposit amounting to 50% of the Reservation Value agreed upon on formation of the Agreement. The tickets for a performance are an exception to this. Tickets for a performance will be sent to the Client on receipt of 100% of the Reservation Value.
- 5.3 If the Contractor does not receive payment of a deposit within the time specified, the Contractor is entitled to cancel the order with immediate effect and to refuse all further performance of the order without being in default. This will be deemed to be a cancellation on the part of the Client and Article 6.1 will apply *mutatis mutandis*.

Article 6 Cancellations

- 6.1 In the event of cancellation for any reason whatsoever, including force majeure suffered by the Client, the Client will be liable to pay the Contractor the following sums:
- in the event of cancellation during the period between the date of the Agreement and 6 months prior to performance of the Agreement: 100% of the rent for the auditorium.
 - in the event of cancellation during the period between 6 months prior to performance of the Agreement and 3 months prior to such performance: 50% of the Reservation Value agreed upon.
 - in the event of cancellation during the period between 3 months prior to performance of the Agreement and 31 days prior to such performance: 75% of the Reservation Value agreed upon.
 - in the event of cancellation during a period of 30 days prior to performance of the Agreement: 100% of the Reservation Value agreed upon.
- 6.2 All cancellations must be dated and made in writing. The date of the Contractor's receipt of such cancellation will be deemed to be the cancellation date.

Article 7 Liability

- 7.1. The Contractor can never be held liable for loss, unless direct loss arises directly from failure to comply with the Agreement, to comply with it within the time specified, or to comply with it in a proper manner resulting from intentional act or gross negligence on the part of the Contractor.
- 7.2. If, by reason of attributable failure to perform the Agreement, the Contractor might be liable for any loss suffered by the Client and/or by third parties, such liability will always be limited to no more than the Reservation Value.
- 7.3. If, as a result of non-attributable failure, the Contractor is prevented from performing all or part of the Agreement, the Contractor is entitled to cancel, terminate or suspend the Agreement - insofar as it has not yet been performed - until such performance is again possible, without the Client being able to hold the Contractor liable in any way whatsoever. In such an event, the Client will in any case be obliged vis-à-vis the Contractor to fulfil the part of the "Agreement" that has already been performed.
- 7.4. If the decor for acting out the theatre performance prevents, partly prevents or insufficiently prevents another programme or matinée from being performed, the Contractor must immediately inform the Client of this if possible. In such an event, the Contractor is at liberty to hold the relevant performance in a different auditorium.
- 7.5. If the suspended part of the Agreement is performed at a later date, the Client will be obliged to pay the entire amount owing without any deductions. If the non-attributable failure is of a permanent nature, the Contractor is entitled to terminate the Agreement without being liable to pay any form of compensation.
- 7.6. Non-attributable failure includes the following: war, threat of war, riots, obstructive measures taken by Dutch and international governments, fire, strikes, damage to and/or breakdowns in equipment and/or operating systems for such equipment, decease of one or more members of the Royal Family, traffic congestion and/or hold-ups, floods, lockouts, sabotage, illness or incapacity for work of any of the Artistes, and all unforeseen circumstances in general in the Netherlands and abroad, as a result of which performance of the "Agreement" can no longer be reasonably be demanded of the Contractor. The Contractor disclaims all liability for the expenses already incurred by the Client.
- 7.7. In the event of damage to items in the theatre or injury sustained by any of the Contractor's employees arising during performance of the Agreement and caused by any acts or omissions on the part of the Client and/or its subordinates, employees and/or guests, the Client must pay compensation for such damage or injury thereby caused to the Contractor within 30 days of receipt of a request to this effect. In any event, the Client must pay the assessed value of such items and/or the costs of their repair, the costs of medical care, loss of income and compensation for pain and suffering. The Client must take out satisfactory third-party insurance for itself, its subordinates, employees and/or its guests.
- 7.8. In cases where the Client fails to fulfil its obligations towards the Contractor, it will be in default without any notice of default being required. If the Client is in default, it must pay all costs incurred by the Contractor, be they judicial or extrajudicial.

Article 8. Complaints

- 8.1 The Client must notify the Contractor - in writing and no later than 24 hours after performance of the Agreement - of any complaints relating to services provided by the Contractor. If the Client fails to submit such complaints, or fails to submit them within the time specified, the Contractor cannot be accused of attributable failure in any way.
- 8.2 If the Client exercises its right to submit such complaints, this will never defer the Client's payment obligations towards the Contractor.

Article 9. Tickets

9.1 The tickets provided to the Client by the Contractor are and will remain the Contractor's property, and are provided to the Client by the Contractor pursuant to the third-party clause within the meaning of Book 6 Article 253 of the Civil Code, stating that the following acts are never permitted unless prior written consent thereto has been obtained from the Contractor:

- a) selling the tickets on to third parties or providing third parties with such tickets in any other way, directly or indirectly, commercially or non-commercially;
- b) offering the tickets in any way whatsoever in commercial and/or promotional advertising or referring to the tickets or the productions to which such tickets provide access, in any other way. The Client's acceptance of and payment for such tickets means that it explicitly declares vis-à-vis the Contractor that it accepts the aforesaid third-party clause.

The Client must contact the Contractor in respect of obtaining the aforesaid prior written consent.

c) unless otherwise agreed, tickets for commercial rentals, events and/or performances at DeLaMar Theatre may exclusively be purchased through the Contractor's sales channels.

Article 10. Rules of conduct

- 10.1 Guests are not allowed to make any sound, video, photographic, audio and/or film recordings inside the theatre unless the Contractor has consented to this in writing.
- 10.2 In the event of nuisance caused by misconduct on the part of the Client's subordinates, guests and/or employees, including but not limited to excessive alcohol consumption, drugs consumption or excessive noise and boisterousness, the Contractor's staff are entitled to eject the relevant persons from the theatre.
- 10.3 Guests are not permitted to consume any food or drink in the theatre that they themselves have brought along.

Article 11. Additional provisions

- 11.1 The privacy statement that can be consulted on DeLaMar Theater website apply to the processing of personal data by DeLaMar.
- 11.2 Taking pictures and Social Media. Unless otherwise agreed the DeLaMar Theater is allowed to make any kind of video and/or audio recordings, including taking pictures, during a reservation by third parties for promotional activities. In case the Client does not agree the Client can announce this to the Contractor at least five business days prior to the rental date.
- 11.3 Unless otherwise agreed, the Client is obliged to make exclusive use of the Contractor's regular suppliers.
- 11.4 The DeLaMar Theatre General Conditions apply to all the Client's guests and patrons inside DeLaMar Theatre.