



GENERAL VISITORS' CONDITIONS

These are the general visitors' conditions of the Association of Dutch Pop Music Venues and Festivals (Vereniging Nederlandse Poppodia en -Festivals) (VNPF). In them you will read what rights and obligations you have as a visitor. This version was updated most recently on **11 March 2020**.

Article 1 When do these conditions apply?

These General Visitors' Conditions apply to every agreement between the Enterprise and a Visitor (and the acts for the performance of that agreement). Besides these General Visitors' Conditions apply to anyone who attends an Event without the person concerned having concluded an agreement with the Enterprise directly or indirectly.

Article 2 What do particular concepts mean?

In these general conditions the following terms have the following meanings:

- Visitor: the natural or legal person who concludes an agreement with the Enterprise in some way, directly or indirectly, as a Visitor or otherwise with regard to attending an Event to be organized by the Enterprise or a Third Party.
- Event: every (musical) performance, show and/or manifestation that takes place at a Location.
- Third Party: the natural or legal person who is concerned in any way, directly or indirectly, as an organizer of an Event.
- Enterprise: pop music venue or festival that is affiliated with the VNPF and has declared these general visitors' conditions applicable. The fact is that VNPF members may also have their own conditions.
- Location: the place (building, grounds or fields) that are used by the Enterprise for the benefit of the Event.
- Admission Ticket: valid proof that confers the right of admission to an Event. An admission ticket may consist of a document issued by or on behalf of the Enterprise (physically or digitally) provided with a digital code or only a digital code. The digital code is a unique code and may be read by a scanner. The admission ticket is the property of the Enterprise.
- (Advance) ticket outlet: (official)(advance) ticket-selling organization engaged by the Enterprise for the issue of admission tickets.
- VNPF: Vereniging Nederlandse Poppodia en -Festivals (Association of Dutch Pop Music Venues and Festivals), Bataviastraat 24, Unit 1.13, 1095 ET Amsterdam, Chamber of Commerce 40597258. An updated list of the pop music venues and festivals that are affiliated with the VNPF can be found on www.vnpf.nl.

Article 3 Admission Tickets

3.1 When is the agreement concluded?

The agreement between the Enterprise and the Visitor is concluded at the moment that the Visitor buys an Admission Ticket for an Event from the Enterprise or an (Advance) ticket outlet.

3.2 The Admission Ticket

The Admission Ticket will be issued once and gives one Visitor the right to admission of the Event. An Admission Ticket gives no right to admission after the start or after the end of the relevant Event.

3.3 Holder: right to admission

The holder of the Admission Ticket who is the first to show the Admission Ticket at the start of the Event will be admitted. The Enterprise may presume that this holder is also the entitled party and the Enterprise is not obliged to examine the validity of the Admission Ticket and/or the holder's identity.

3.4 Loss, theft, damage or abuse

From the time that the Admission Ticket has been made available to the Visitor, the Visitor will bear the risk of loss, theft, damage or abuse of the Admission Ticket, etc.

3.5 Validity of admission ticket

The Enterprise may only guarantee the validity of the Admission Ticket if the Admission Ticket has been bought from an (Advance) Ticket Outlet. The Visitor will bear the onus of proving that he bought the Admission Ticket from the Enterprise or an (Advance) Ticket Outlet.

3.6 Failure to receive the Admission Ticket

The Enterprise cannot guarantee the receipt of the Admission Ticket. If the Visitor has received no Admission Ticket, he must report this to the Enterprise in good time before the Event. In good time means at such a stage before the start of the Event that the Enterprise can void the bought Admission Ticket and can issue a new Admission Ticket. If the Admission Ticket has been bought from the Enterprise or an (Advance) Ticket Outlet, the Visitor will receive a new Admission Ticket. The Visitor will bear the onus of proving that he bought the Admission Ticket from the Enterprise or an (Advance) Ticket Outlet. In the absence of proof the Enterprise will not be obliged to issue a new Admission Ticket to the Visitor.

3.7 Maximum number of admission tickets

The Enterprise is entitled to impose a maximum on the number of Admission Tickets to be ordered by each Visitor. The Visitor is obliged to adhere to the maximum stated.

3.8 Service charges

The Enterprise or the (Advance) Ticket Outlet is entitled to charge the Visitor a compensation on top of the price for the Admission Ticket to cover the costs involved in the conclusion of the agreement (hereinafter called: service charges).

3.9 Returns

Admission Tickets cannot be returned. The provisions in section 6:230p(e) of the Civil Code apply to admission tickets.

3.10 Membership

The Enterprise is entitled to attach to the right of admission the condition that the Visitor becomes a paying member of the Enterprise prior to attending the Event.

Article 4 Sale and transfer of the Admission Ticket

4.1 Prohibition of resale

The Visitor is obliged to keep the Admission Ticket personally and may not sell it, offer it for sale or give it away within the framework of commercial purposes to third parties in any way.

4.2 Prohibition of advertising

The Visitor may not use advertising or any (other) form of publicity in any way in connection with the Event and/or part thereof, if this is done with the intention to (re)sell the Admission Ticket, all this in the opinion of the Enterprise.

4.3 Transfer of admission ticket

The Visitor who gives his Admission Ticket free of charge (for nothing) and not within the framework of commercial purpose to third parties will be obliged to impose the obligations formulated in these General Visitors' Condition on the person to whom he transfers the Admission Ticket. The Visitor guarantees that the said third party will fulfil these obligations.

4.4 Fine in the event of violation (consumer)

If the Visitor is a natural person who is not acting in the performance of a profession or business (hereinafter called: consumer), the Visitor will owe the Enterprise an immediately claimable fine in the event of violation of any obligation as mentioned in this article to the amount of €1,000.00 for every violation and €250.00 for every day that the violation continues, with a maximum of €15,000.00, without prejudice to the right of the Enterprise to claim performance and/or compensation of the damage suffered or yet to be suffered from the Visitor.

4.5 Fine in the event of violation (non-consumer)

If the Visitor is not a consumer, the Visitor will owe the Enterprise an immediately claimable fine in the event of violation of any obligation as mentioned in this article to the amount of €10,000.00 for every violation for every admission ticket and €5,000.00 for every day that the violation continues with a maximum of €40,000.00 without prejudice to the right of the Enterprise to claim performance and/or compensation of the damage suffered or yet to be suffered from the Visitor.

4.6 Void Admission Ticket

An Admission Ticket that has been or is resold and/or is used for commercial purposes may be voided by the Enterprise in conformity with article 6.1 of these General Visitors' Conditions. A voided Admission Ticket will give no right of admission to the Event (anymore).

Article 5 House rules of the Location

5.1 Good conduct

The Visitor is obliged to behave in accordance with public order, good morals and standards of decency. The Visitor is also obliged to follow the house rules and instructions of (security) employees of the Enterprise. If the Visitor acts in any way contrary to these standards, the house rules and/or instructions the Visitor may be denied (further) admission to the Location without the Visitor having any right to a refund of any payment.

5.2 Identification

The Visitor may be asked by the Enterprise to prove his identity by means of identification or Admission Ticket, for instance to check the age in connection with not supplying alcohol to persons aged less than 18 years. If the Visitor cannot show identification or refuses to show it, he may be denied (further) admission to the Location without the Visitor having right to a refund of any payment.

5.3 Body search and luggage check

The Visitor is obliged to cooperate in a body search (including any check of hand luggage brought along) when attending the Event. If cooperation is refused by the Visitor, the Visitor may be denied (further) admission to the Location, without the Visitor having right to a refund of any payment.

5.4 General house rules

Among other things the Visitor is forbidden:

- a) To take along photographic, film and other recording equipment to the Location. Recording equipment may be confiscated for the duration of the Event
- b) Registration of the Event in any form whatsoever, including, photography, filming and making (other) audio and/or visual recordings and also reprinting and/or copying from the program (booklet), posters and other printed matter. All such registrations may be confiscated and destroyed.
- c) To smoke on the Location.
- d) To bring along plastic bottles, tins and/or dangerous objects and/or bothersome objects and/or foodstuffs and/or (alcoholic) drinks to the Location, on pain of confiscation of these matters.
- e) To bring along drugs to the Location, on pain of confiscation of these matters and, in some cases, arrest and reporting to the police.
- f) To wear face-covering clothing, if there is any question of identity checks and/or security risks at an Event. A Visitor whose face is not visible may be denied admission to the Location.
- g) To bring along large backpacks, bags, child carriers, prams or other large objects to the Location.
- h) To cause damage to the Location. The Visitor will be liable for any damage done by him in or at the Location.
- i) To offer for sale or give away goods of any nature to other Visitors or third parties at the Location, without explicit permission of the Enterprise.
- j) To bother other Visitors, such as inappropriate behaviour (including molestation) and theft.

- k) To display public drunkenness or enter the Location under the influence of drugs.
- l) To crowd surf, stage dive or perform comparable acts.
- m) To bring along animals not being an assistance dog to the Location.

5.5 Camera supervision

The Enterprise will maintain camera supervision at the Location, before, during and/or after the end of an Event in connection with the protection of persons and properties belonging to the Enterprise and/or a Third Party. Camera images will be kept for a period to be determined by the Enterprise and not longer than strictly necessary.

Article 6 Rights of the Enterprise

6.1 Dissolution of the agreement

If the Visitor violates one or more of the provisions as mentioned in these General Visitors' Conditions, the Visitor will be in default by operation of the law without any further notice of default being required and the Enterprise will be entitled to dissolve the purchase with immediate effect and without judicial interposition and/or to deny the Visitor (further) admission to the Event, for instance by voiding the Admission Ticket without the Visitor being entitled to a refund of any payment. A voided Admission Ticket will not give any right of admission to the Event (anymore).

6.2 Denial of admission to the Location

The Enterprise is entitled to immediately deny (further) admission to the Location to the Visitor who has violated the rules from these General Visitors' Conditions during or on one or more previous visits to the Location, or if a justified fear of damage by the Visitor exists otherwise, for a definite or indefinite period and to remove the Visitor from the Location.

6.3 Forgery of the Admission Ticket

If it is plausible that the Admission Ticket has been forged, the Enterprise will be entitled to deny the holder of this Admission Ticket (further) admission to the Event and to void the Admission Ticket without the Visitor or the holder being able to claim any damage that he suffers as a result of this.

6.4 Occasional drills and evacuation

The Enterprise is entitled to adapt the (regular) opening hours to occasional drills within the framework of the company emergency service or, in the event of a calamity, to evacuate the Location in full or in part, without the Visitor being entitled to a refund of any payment and/or compensation.

Article 7 Force Majeure

7.1 What is Force Measure?

In addition to section 6:75 of the Civil Code a shortcoming in performance by the Enterprise cannot be imputed to it in the event of Force Majeure. Force Majeure will also be any circumstance beyond the control of the Enterprise - even if it could be foreseen as a possibility at the time of the conclusion of the agreement - that prevents performance of the agreement temporarily or permanently, such as war, insurrection, riots, actions of police and/or fire brigade, strike of work, transport difficulties, fire and other serious interruptions of the business of the Enterprise or third parties, weather conditions, non-functioning public transport, illness and/or cancellation of the artist(s), bankruptcy of artists and/or organizer, nuisance and/or wrongful acts caused by third parties, including other visitors and/or the artists, by maintenance work, by improper functioning of facilities, and by other events.

7.2 Right of the Enterprise in the case of force majeure

In the event of force majeure the Enterprise is entitled to move the Event to another date or to cancel the Event.

7.3 Cancellation of Event

It is the Visitor's responsibility to check whether an Event will be cancelled or moved and what the new time or location will be. Although the Enterprise will try to inform the Visitor of the cancellation after the Enterprise has received the required information from Third Parties/a Third Party and/or artist, the Enterprise cannot guarantee that the Visitor will be informed of the cancellation before the date of the Event. The Enterprise is not responsible for any costs incurred.

If the Event is cancelled by the Enterprise, the Enterprise will refund to the Visitor the amount that the Visitor has paid to the Enterprise or the (Advanced) Tickets Outlet. The refund will be made at the

latest within twelve weeks after the cancelled date at a (Advance) Ticket Outlet after the Visitor has handed over a valid and undamaged Admission Ticket for the (cancelled) Event.

7.4 Postponement of the Event

If the Event is postponed by the Enterprise to another date, the admission ticket will remain valid for the new date on which the Event will take place. If the Visitor is not able or willing to attend the Event on the new date, he will be entitled to hand in his Admission Ticket at an (Advance) Ticket Outlet for a refund of the amount that the Visitor has paid to the Enterprise or the (Advance) Ticket Outlet. This refund will only be made if the Visitor hands over a valid and undamaged Admission Ticket in good time. In the event of postponement of the Event to a later date, the Visitor may only claim a refund if he has handed in the Admission Ticket at the (Advance) Ticket Outlet within four weeks after the postponed date on which the Event takes place. If the Event has been postponed to an earlier date, the Visitor may only claim a refund within four weeks after the (old) date as mentioned on the Admission Ticket.

7.5 Service charges and other damage

In the event of force majeure the Visitor who is a consumer and has bought the Admission Ticket from the Enterprise or an (Advance) Ticket Outlet will be entitled to a refund of the service charges. In the event of force majeure the enterprise is not obliged to compensate other damage, not even if the Enterprise enjoys any benefit as a result of the force majeure. The Visitor cannot claim (substitute) admission to another Event either.

Article 8 Liability

8.1 Liability of the Enterprise

The Enterprise is only liable for property damage and/or consequential loss suffered by the Visitor or injury inflicted on the Visitor that is directly and exclusively the result of wilfulness or deliberate recklessness of the Enterprise and/or its subordinates. Moreover only damage against which the Enterprise has been insured will qualify for compensation. If no payment is made by the insurance, for any reason whatsoever, the liability of the Enterprise will be limited to €25,000.00 per event or series of events.

8.2 Exclusion of damage

The liability of the Enterprise is excluded among other things for:

- a. damage as a result of the acts of third parties, including tenants of (spaces in or parts of) the Location and the persons engaged by these third parties;
- b. damage as a result of failure to follow instructions given by the (security) employees of the Enterprise and failure to observe the house rules or generally applicable rules of decency;
- c. (consequential) loss as a result of unforeseeable changes in the starting and ending times of the Events to which the agreement between the Enterprise and the Visitor relates;
- d. damage caused in any way by another visitor

8.3 Offers/announcements

Offers, (program) announcements, communications or otherwise provided information and price quotations of the Enterprise or a third party about an Event are without engagement. The Enterprise is not liable for any errors made by the Enterprise or third parties in announcements, offers and communications made or otherwise provided information and price quotations, or for errors made during the (advance) sale of admission tickets by third parties, including the (Advance) Ticket Outlets.

8.4 Content and quality of the Event

The Enterprise is not liable for the content and the manner (quality) of performance of the program of the Event (explicitly including changes in and the length of the program).

Article 9 Conditions for the cloakroom

9.1 Use of the cloakroom

The Enterprise may ask a fee for the use of the cloakroom or locker. The Enterprise may refuse to accept objects. Starting point is that only coats, shawls, bags, hats, helmets and umbrellas are accepted.

9.2 Receipt

For every object handed in one receipt will be supplied. Objects will only be returned when this receipt is handed over.

9.3 Total maximum value €150.00

The Enterprise will not enter into an agreement of deposit for objects (including contents) with a (total) value in excess of €150.00. Objects (including their contents) with a (total) value in excess of €150.00 must not be handed in at the cloakroom. A person that uses the cloakroom guarantees that the value of an object to be handed in does not exceed €150.00 and can therefore not hold the Enterprise liable with regard to its loss or damage for an amount in excess of €150.00.

9.4 Limitation of liability

The liability of the Enterprise is always limited to €150.00 for each object handed in at the cloakroom (including contents). The Enterprise is not liable for other damage than damage to or in connection with the loss of an object itself, and therefore not for indirect damage and/or consequential loss.

9.5 Indemnity

The Visitor who hands in an object at the cloakroom indemnifies the Enterprise for damage that is caused by the (contents of) of the object handed in.

9.6 End of deposit

Objects handed in are kept by the Enterprise only for the duration of the Event. The Visitor is obliged to pick up objects handed in at the cloakroom from the Enterprise before leaving the Location, failing which the Enterprise will be entitled not to return them. Every agreement of deposit ends at the time of closing of the Location following the deposit of the object.

Article 10 Personal data

The Visitor's personal data that are registered by the Enterprise or (Advance) Ticket Outlets in connection with the issue of an Admission Ticket will be included in the administration of the Enterprise and if necessary also supplied to the relevant partner(s) in the Event. The Enterprise will process personal data in conformity with applicable legislation and regulations and in agreement with its privacy policy, to be found on the website of the Enterprise.

Article 11 Final provisions

11.1 Supplementary conditions

The Enterprise may declare supplementary conditions and/or schemes, such as house rules, applicable to these General Visitors' Conditions.

11.2 Voidness

The voidness of any provision of these General Visitors' Conditions will not affect the validity of the other provisions.

11.3 Rejection of other general conditions

The Enterprise explicitly rejects the applicability of general conditions of the Visitor.

11.4 Dutch law

Dutch law applies to these General Visitors' Conditions and to the agreement that exists between the Visitor and the Enterprise. *11.5 Choice of Forum*

Any disputes that follow from the agreement between the Enterprise and the Visitor will be settled exclusively by the competent court of the place where the registered office of the Enterprise is situated, unless the law explicitly provides something else.

11.6 Publication and filing

These General Visitors' Conditions have been published on the website of the VNPF (www.vnpf.nl) and filed at the court registry of the District Court in Amsterdam on **11 March 2020** under file number **36/2020**
