

## General Conditions Theatre Amsterdam

### 1. Definitions

- 1.1. "TA" means Theatre Amsterdam;
- 1.2. "Event" means the event which is the subject of the Venue Hire Agreement;
- 1.3. "Client" means the legal or natural person primarily responsible for the submission to TA of the Venue Hire Agreement;
- 1.4. "Venue Hire Agreement" means the form submitted to TA in a layout required by TA containing details, dates and times of the proposed activities at the Venue for which TA's permission is sought and to which TA has agreed to;
- 1.5. "Fee" means a fee to be agreed in writing between TA and the Client and to be paid with any applicable VAT by the Client to TA as consideration for permission to hold the Event at the Venue and for any ancillary services to be provided by TA;
- 1.6. "Guests" means all persons attending the Event at the Venue, whether or not with the express permission of the Client, including any employees, sub-contractors and/or agents of the Client;
- 1.7. "Venue" means the property and/or areas identified by TA to the Client within the Venue Hire Agreement for the purposes of the Event;
- 1.8. "Duty Manager" means the employee of TA designated to manage/supervise the Event
- 1.9. "Venue Hire Fee" means all fees charged to the Client in relation to the Event

### 2. Booking Procedure

- 2.1. No booking will be deemed confirmed until TA has received:
  - 2.1.1. A completed and signed Venue Hire Agreement from the Client,
  - 2.1.2. A signed copy of the Venue Hire Terms & Conditions acknowledging that the Client has accepted them.
  - 2.1.3. The greater of 75% of all fees and the applicable VAT as a non-refundable deposit within 2 weeks after signing the contract.
- 2.2. The balance of all fees is due one calendar month prior to the Event.
- 2.3. If a booking is made less than one calendar month prior to the Event date then all fees will be due immediately upon booking.

### 3. Venue Access

- 3.1. The Client, its employees and sub-contractors will be permitted to enter the property on two occasions prior to the day of the Event for the purpose of making any operational or spatial planning investigations necessary for the smooth running of the Event, at such dates and times as shall be agreed in advance with TA. TA will use reasonable endeavours to answer any operational questions as the Client may reasonably ask during or following such visits.
- 3.2. All areas or rooms within the Venue to which the Client has been granted access, including agreed access times, are detailed on the Venue Hire Agreement.
- 3.3. The Client must arrive and vacate by the agreed time, as stated on the Venue Hire Agreement. Failure to adhere to the agreed times may incur additional charges. In the event of unauthorised overrunning (after initial verbal warning from Duty Manager) the Venue withholds the right to interrupt the Event, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs TA will charge additional charges to the Client accordingly.
- 3.4. Use of the room(s) detailed on the Venue Hire Agreement does not imply any right to use any other part of the building, for deliveries, storage or any other access except where TA has agreed to such use. If this occurs TA will charge additional charges to the Client accordingly.

### 4. Equipment, Setup & Staff

- 4.1. No equipment is to be delivered to the Venue without the prior agreement of TA. TA reserves the right to refuse the delivery of equipment if it is considered dangerous or harmful to the building and contents or to its employees, agents or guests.
- 4.2. All venue dressing must be freestanding i.e. not touching the fabric or contents of the Venue.
- 4.3. At all times the safety of all personnel in the Venue is paramount. Other people working in the Venue (i.e. caterer, TA staff etc.) must not be hindered in any way during the setting up and striking down of equipment.
- 4.4. At the end of an Event, or at a time agreed by TA in the Venue Hire Agreement subsequent to the end of an Event, the Client shall remove all equipment and effects brought to the Venue. TA cannot accept any responsibility for equipment or other effects left at the Venue before or after an Event.
- 4.5. TA will take appropriate measures, within its control, to supply lights and equipment in good working order. A house Technician is required to assist with sound or lighting, these costs will be charged. TA reserves the right to insist that their technician be present at an event and charge as appropriate.
- 4.6. TA uses a set design and room dressing contractor who is familiar with our Venues and any restrictions to set design. Fees are applicable for the use of this service. No other contractors are permitted access to the venue unless they have been approved and/or vetted by TA, they have been briefed on the venue and its restrictions, and the appropriate fees paid.

- 4.7. The Client agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to Client.
- 4.8. The Client must ensure that any wooden structures brought onto the premises are Class 1 and that all drapes and soft settings and props are fireproofed. TA reserves the right to refuse the use of any equipment or props.
- 4.9. The Venue must be clear of all the Client's property and in a clean and useable condition by the time stated on the Venue Hire Agreement. Failure to comply with this may result in TA disposing of the property and charging the Client for expenses incurred.
- 4.10. Use of any non-TA Event staff is subject to TA discretion and vetting. Reasonable expenses incurred will be charged to the client.
- 4.11. The number of staff provided for an Event will be determined by TA and charged to the Client accordingly to ensure the smooth running of the Event.

## **5. The Event**

- 5.1. The times of the Event are set out in the Venue Hire Agreement. Bar service must finish 30 minutes prior to the end of the permit. On weekdays this is 01:00 AM and on Weekends this is 03:00 AM. Extra opening hours can be arranged - this needs to be addressed by the booking and can be declined.
- 5.2. The Client will not invite or permit more than the agreed number of Guests to attend the Event.
- 5.3. The Client must supply to TA at least 24 hours in advance of the commencement of the Event a list of anticipated Guests in such cases where TA has specifically requested this information.
- 5.4. TA, its representatives, employees or agents reserve the right to: a) refuse entry to any persons who are in the opinion of TA posing a safety or security risk at or in the vicinity of the Property during, immediately prior to or immediately following the Event; and b) request proof of invitation or identification from each or any Guest, without which entry to the Property may be refused.
- 5.5. At the time of booking the Client must appoint a Named Organiser to be the sole point of contact for the Duty Manager. The Named Organiser must remain in the Venue throughout the Event to liaise with the Duty Manager in monitoring the Event and to accomplish an orderly departure of guests.
- 5.6. The Client will ensure that all Guests leave the Venue quietly and that no disturbance is caused to local residents or business as a result of the departure of Guests from the Event at any time; and that all Guests leave the Venue no later than 15 minutes after the scheduled end of the Event.

## **6. Right Of Entry & Good Order**

- 6.1. The right of entry to all parts of the Venue is reserved at all times to TA and its officials and employees and any other persons authorised by it.
- 6.2. The Client shall be responsible that good order is kept in the Venue and TA reserves the right to terminate any Event not properly conducted.
- 6.3. The assessment of the conduct of an Event rests with the Duty Manager and he has full authority to act on behalf of TA.
- 6.4. The Client and Guests must conduct themselves in a responsible manner with due consideration to any other Guest, Venue staff or their agents, visitors or members of the public.
- 6.5. The Client and their Guests must refrain from any behaviour, which would bring the Venue into disrepute or cause discomfort/risk to others.
- 6.6. The Client has an obligation to tell all Guests about these terms and conditions, to give them details and ensure they comply with them. It is a condition of the Booking that the Client accepts the terms and conditions and has made all Guests who are party to the Event aware of them. Each Guest must individually agree to comply with the terms and conditions. The Venue will enforce the terms and conditions against Guests individually where relevant.

## **7. Food and Beverages**

- 7.1. The sale and/or supply of alcohol is the sole right of TA and no exceptions to this will be given. No alcohol of whatever description or associated beverages may be brought onto the premises at any time or for any purpose except where the Venue Hire Agreement stipulates otherwise.
- 7.2. Any stock including beverages and food purchased by the Client prior to the Event and remaining after the conclusion of the Event may be taken away immediately after the Event or at a time agreed to in the Venue Hire Agreement. Stock contained within TA property must be decanted only into suitable sealable and sterile containers. Perishable items should be consumed within 24 hours.
- 7.3. Drinks Packages are defined as follows:
- 7.3.1. Dutch Assortment Package: Heineken draft beer 5% & 0.0%, current house wine, soft drinks, coffee, tea and juices.
- 7.3.2. International Assortment: Heineken draft beer 5% & 0.0%, current house wine, soft drinks, coffee, tea and juices. Foreign spirits like vodka, rum, gin, whiskey.
- 7.3.3. All drinks packages and products are subject to availability.
- 7.4. Unless stipulated in the Venue Hire Agreement, TA or TA's designated contractor(s) shall have the exclusive right to sell and/or supply food and/or beverages within the Venue.

7.5. Caterers and other contractors are subject to availability and TA reserves the right to amend the choice of contractor.

7.6. A fee to cover vetting, administration and management of a non-TA caterer will be applied and detailed on the Venue Hire Agreement.

7.8. The number of people for whom catering is to be provided shall be set out in the Venue Hire Agreement. TA will endeavour to accommodate any requests for amendment to this number. Amendments may incur a fee and TA and its contractors reserve the right to refuse any such amendments.

7.9. Only TA staff are allowed access to the back bar area.

#### **8. Event Amendments**

8.1. Any changes to the times of the Event must be requested before a booking is confirmed. Extensions to hire times incur additional charges.

8.2. TA reserves the right to substitute food and/or drink products specified in the Venue Hire Agreement with similar products. TA will make reasonable endeavours to inform the Client of any such changes.

8.3. Any additional services requested by the Client will incur relevant fees.

8.5. Any additional services provided by TA with or without consultation of the Client on the grounds of Health & Safety and Security will be charged to the Client.

8.6. TA reserves the right to use their preferred suppliers or contractors for any services.

8.7. The Client will agree to a run sheet with respect to the running of the Event no less than one calendar month prior to the commencement of the Event. Any amendments to this run sheet must be agreed to in writing by TA.

#### **9. Purpose Of The Event**

9.1. The Client must fully and fairly represent the purpose for which the Venue is required. Any misrepresentation may result in cancellation of the Event at any time by TA. Under no circumstances may the Client sub-let or further offer for hire any of the Venue booked.

9.2. Planned sponsorship of the Event must be fully disclosed prior to booking and will be allowed only with full agreement by TA and as stipulated in the Venue Hire Agreement.

#### **10. Publicity and Media**

10.1. The Client will not publish, circulate or distribute any advertisement or publicity material relating to the Event or the location of the Event without obtaining the prior written approval of TA for the form and content of such advertisement or publicity material;

10.2. The Client will not disclose to any third party the existence of any contract into which it enters with TA and will not use or authorise the use of the name "Theatre Amsterdam" or any of its intellectual property in any publication whether electronic or in hard copy other than in connection with the production, circulation or distribution of advertising or publicity material for the Event which shall for the avoidance of doubt require TA's consent in accordance with section 10.1 of these terms and conditions;

#### **11. Cancellations**

11.1. All payments to TA in respect of an Event are non-refundable and will be transferred to a cancellation fee in the event of a full or partial cancellation or postponement.

11.2. Cancellation policy:

- In case of Cancellation more than 3 months before the said time, the Customer is obliged to pay 25% of the Reservation Value to TA.
- In case of Cancellation more than 2 months before the said time, the Customer is obliged to pay 50% of the Reservation Value to TA.
- In case of Cancellation more than 1 month before the said time, the Customer is obliged to pay 75% of the Reservation Value to TA.
- In case of Cancellation more than 14 days before the said time, the Customer is obliged to pay 100% of the Reservation Value to TA.

11.3. If a confirmed booking is postponed, transfer of the deposit against cancellation fees may be agreed at the sole discretion of TA.

11.4. If TA secure another booking in respect of the date of a cancelled Event up to 50% of the cancellation fee may be refunded to the Client once reasonable deductions for costs incurred by TA have been deducted.

11.5. TA properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:

11.5.1. If the Client becomes bankrupt or insolvent or enters into liquidation or receivership

11.5.2. If the Client is more than 14 days in arrears in respect of payments due to the Venue in respect of previous and/or current bookings or part(s) thereof.

11.5.3. If the booking might, in TA's reasonable opinion, prejudice the reputation of the Venue or TA.

11.5.4. If the behaviour of the Client or Guests (whether as individuals or as a group) is deemed by the Venue to be unacceptable. Partial termination could result in a number of Guests being asked to leave the Venue.

11.5.5.If the activity of the Client or Guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff, performers or public.

11.5.6.Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Venue or TA in respect of non-payment or any breach of the terms and conditions.

11.6. Force majeure: If, due to an event beyond its control, TA is (in its opinion) unable wholly or substantially to perform its obligations to a Client, the Venue will promptly notify the Client accordingly and will refund any relevant deposit and/or other pre-payment paid to it in respect of the Booking, to the Client.

## **12. Client's Responsibility**

12.1. The Client will be held responsible and liable and must indemnify TA in respect of any damage, theft and loss caused to the Venue and its contents by the Client, its employees, its contactors or by any other person on the premises by reason of the purposes of the Event howsoever and by whomsoever caused. The Client's responsibility does not extend to employees of TA or to contractors appointed by TA to assist at the Event.

## **13. Liability and Indemnity**

13.1. Liability is limited to the coverage of the liability insurance of TA. A copy of the insurance is available upon request.

13.2. The Client and their Guests are responsible for any willful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Client.

13.3. All TA property will be inventoried prior to Client access and a the duty manager will walk around the Venue at the beginning of the event with the Client prior to the start of the Event. Any damages and losses incurred due to inventoried property found to be missing or damaged will be charged to the client and/or recovered from the Security Deposit.

13.4. Any costs incurred by TA due to failure by the Client to adhere to the Terms and Conditions of Venue Hire or the Venue Hire Agreement - including but not limited to: overrunning of the event, requirement for extra staff, requirement for security personnel, requirement of additional cutlery, crockery, glassware, furniture etc - will be deducted from the Security Deposit.

13.5. All furniture and equipment including cutlery, crockery, and glassware has been inventoried and may not be transferred between rooms/areas without prior agreement of the Venue.

13.6. Rules, regulations, technical advice or other requests reasonable made during the running of an event by Duty Manager or Venue staff should be adhered to.