

General Terms and Conditions

General terms and conditions governing the framework agreement and the performance agreements between Theaterbureau HH Producties and the theatrical company / the performer, as well as the agreement with the client.

Client shall not be entitled to invoke any general terms and conditions in respect of the theatrical company/the performer and vice versa.

Article 1- Obligations of the theatrical company/the performer

1. The theatrical company / the performer shall be present in time before the start of the show, bringing all that is necessary for performing the show.
2. The theatrical company / the performer shall be fully responsible for all goods required for the show, including costumes, instruments, props, etcetera, which must be in good condition and must meet legal and/or safety standards. The theatrical company / the performer shall provide adequate insurance covering injuries and/or loss of personal belongings. HH Producties shall accept no liability in this matter, unless it involves intent or gross negligence on the part of HH Producties.
3. In the event the theatrical company / the performer is unable to perform at the agreed date and time due to illness, the theatrical company / the performer shall be obliged to inform HH Producties immediately in writing.
4. In the event that the theatrical company / the performer experiences difficulties of whatever nature while travelling to the venue where the show will be performed, as a result of which the theatrical company / the performer is unable to start the show on time, the theatrical company / the performer shall inform both HH Producties and the client at the venue.
5. In the event HH Producties suffers any damage due to cancellation of a show by or due to the theatrical company / the performer, the theatrical company / the performer shall compensate any damage.
6. The theatrical company / the performer shall be obliged to observe all rules, regulations and instructions given by HH Producties and the client on site.

Article 2 Obligations of the client

1. The theatrical company / the performer and all crew shall be entitled to at least two refreshments per person while the theatrical company/the performer is present at the venue. In the event the theatrical company / the performer must be present at the venue for more than five hours, it shall be entitled to a simple meal (which may not be fast food) for each person.
2. At the request of HH Producties client shall provide a tidy and lockable dressing room, fitted with lights, mirrors, a socket, a table and a sufficient number of chairs.
3. At the request of HH Producties, client shall provide a solid stage of the dimensions set out in the performance agreement. If applicable, client shall provide the installation and operation of sound mixing units on and from a central point at the venue where the show will be performed. Open-air performances must take place on a properly screened stage, covered on four sides, to minimise any weather influences on the clothing and equipment of the theatrical company/the performer.
4. If there is no stage, client shall provide a proper performance site that must meet the following requirements:
 - a. the performance/the show must not be hindered by excessive noise and shall therefore not be placed near a sound source;
 - b. the performance/the show must be performed on solid ground;
 - c. the performance/the show must not be hindered by any traffic, passers-by or visitors.
5. The theatrical company/ the performer shall assess on site if the performance site is adequate. Client shall adjust the performance site at the first request of, and as instructed by, the theatrical company/the performer.
6. Any damage to, or theft of equipment, clothing or other goods belonging to the theatrical company/the performer, inflicted by members of the audience, shall be compensated in full by client.

7. Client shall not be permitted to make sound or image recordings or to have this done without the express and written approval from HH Producties and /or the theatrical company/the performer.
8. The client must inform HH Producties immediately if the theatrical company / the performer is not present (on time) or if the theatrical company / the performer fails to meet its obligations in any way. Any claim to compensation shall lapse if HH Producties is not informed of a breach of contract within five days after the show in question.

Article 3 Cancellation

1. Upon cancellation of a show by client, the following cancellation costs shall be due, unless agreed otherwise and save for situations of *force majeure* as set out in Article 4 of these general terms and conditions:
 - a. Upon cancellation up to the 30th day before the day the show would have taken place : 25% of the fee agreed;
 - b. Upon cancellation up to the 14th day before the day the show would have taken place: 75% of the fee agreed;
 - c. Upon cancellation on or after the 14th day before the day the show would have taken place: the entire fee agreed.
2. Without prejudice to the above, client shall owe compensation for any and all costs incurred by HH Producties for organising the show, including the costs that result from obligations entered into with third parties.
3. Cancellations shall be accepted on working days and during working hours only. Cancellations outside these office hours shall be understood to have been made the next working day.

Article 4 Force majeure

1. In the event of *force majeure* by either party, that party shall inform the other party immediately by registered letter, stating the cause, nature and expected duration of *force majeure*.
2. *Force majeure* shall in any case be understood to include:
 - domestic unrest, war, transport blockades, strike, lockout, operational failures, supply delays, import and export restrictions.
 - government-imposed national mourning;
 - delays in the regulated supply of energy;
 - illness or disability for work by the performer;
 - in the event HH Producties is unable to supply its services due to its own suppliers, regardless of the reasons for this, such that observation of the agreement cannot reasonably be demanded from HH Producties;
3. In the event of *force majeure* by HH Producties, the client must offer HH Producties an opportunity to observe its obligations for a period of one month after the agreed date, unless it concerned a strict deadline.
4. In the event the situation of *force majeure* persists and performance of the show proves impossible even after one month, the client and HH Producties shall be entitled to consider the agreement as dissolved without recourse to the court or notice of default being required; HH Producties shall not be obliged to pay any damage and all payments made shall be refunded subject to any reasonably incurred and substantiated costs.
5. *Force majeure* is not understood to include the absence of required government permits or adverse weather conditions.

Article 5 Intellectual Property

1. HH Producties shall expressly reserve all rights of intellectual property in respect of any agreements entered into by HH Producties and also in respect of production methods used by HH Producties, including rights to models, copyright and trademark rights, unless agreed otherwise.
2. All drafts, reports, designs, recommendations, sketches, etcetera issued by HH Producties, are produced solely for use by the client and the theatrical company / the performer for the purpose for which they were provided. It is not permitted to copy, present to third parties, surrender for inspection or

make public these documents in whole or in part without the express approval from HH Producties.

Article 6 Price

1. All amounts are exclusive of turnover tax (VAT) and any other government-imposed charges, unless expressly stated otherwise. The price for carrying out the work may be calculated as price per hour, percentage over the budget to be spent or an agreed performance fee.

Article 7 Payment

1. Unless agreed differently in writing, all invoices must be paid within 14 days of the date of invoice.
2. In the event of bankruptcy, liquidation or suspension of payment of client and the theatrical company and/or the performer, any claims by or on HH Producties shall become payable immediately.
3. In the event payment has not taken place within the payment term referred to in this Article, HH Producties shall be entitled to charge default interest from the end of this term, without notice of default being required, totalling 1.5% per month over the outstanding amount.
4. In the event payment is not made within the above-mentioned term, HH Producties shall also be entitled to recover from client all collection costs, both in and out of court, in addition to the invoice sum and interest. The collection costs shall amount to at least 15% of the overall performance fee, plus VAT and interest. Extrajudicial collection costs shall be payable for each case in which HH Producties has arranged for third-party assistance in collecting the amounts due.

Article 8 Confidentiality

1. Parties shall be obliged to keep confidential any and all privileged information that comes to their attention as part of their agreement or another source. Information is confidential if this is obvious from its nature or if either party has marked it as such.