

RENTAL DEPARTMENT

General terms & conditions

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RENTAL DEPARTMENT - GENERAL TERMS & CONDITIONS

1. Definitions

- 1.1. General Terms and Conditions: this set of general terms and conditions of The Concertgebouw.
- 1.2. The Concertgebouw: Het Concertgebouw N.V.
- 1.3. Hirer: Every (legal) person, including their agents, authorised representative or legal successors, wishing to enter into an Agreement with The Concertgebouw regarding hall rental.
- 1.4. Agreement: The agreement between the Hirer and The Concertgebouw for an event to be organised by the Hirer.
- 1.5. The Parties: The Concertgebouw and the Hirer, collectively.
- 1.6. Rates List: The overview of the rates applicable to hall rental and other services of The Concertgebouw, as attached to the confirmation letter, which may be amended from time to time. The amounts in the Rates List are exclusive of VAT.

2. General provisions

- 2.1. To the exclusion of any general terms and conditions of the Hirer, these General Terms and Conditions apply to all quotes and offers by The Concertgebouw and to Agreements between the Hirer and The Concertgebouw.
- 2.2. Additions to and deviations from these General Terms and Conditions are only valid if agreed upon between the Parties in writing.
- 2.3. If one or more clauses of these General Terms and Conditions are declared invalid or void, they will be replaced by a new, similar provision to be determined by The Concertgebouw, and the other provisions of the General Terms and Conditions remain in full force.
- 2.4. Unless expressly stated otherwise in the quote, the quotes and offers by The Concertgebouw are free of obligation. The Concertgebouw is not bound by offers, confirmations, quotes, rates lists and/or bills that clearly contain typographical errors.
- 2.5. Unless stated otherwise, the prices in said offers and quotes are exclusive of VAT and other government levies, along with any costs incurred in connection with the Agreement.
- 2.6. For a maximum of one month, the Hirer can obtain an initial option for hiring the Main Hall, Recital Hall, Choir Hall or one of the foyers. If, during that period, a second potential hirer comes forward who definitively wants to hire a hall, the first optant will have 24 hours after notification by The Concertgebouw to definitively decide whether to hire the relevant space(s). An option does not entail an obligation between The Concertgebouw and the interested party.
- 2.7. By way of confirmation of the Agreement, The Concertgebouw will send the Hirer a confirmation letter, which the Hirer should return signed within five working days of receipt.

3. Hall rental

- 3.1. In the confirmation letter, The Concertgebouw describes which space(s) will be made available to the Hirer for which purpose on the date or dates indicated in the letter for the event to be organised by the Hirer.
- 3.2. The space(s) will be made available for a continuous period of time as provided on the Rates List, to be calculated from the time at which the doors are opened to the public. Exceeding the agreed period is not permitted unless The Concertgebouw has given its prior consent.
- 3.3. Permitted overruns will be charged for each quarter of an hour that has commenced after the lapse of the agreed period, pro rata to the minimum rate applicable for making the space available. Overruns of the allotted time after midnight are subject to the rate for night concerts as the basis for the calculation of the additional fee then owed. If, due to circumstances attributable to the Hirer, the doors are opened later than 40 minutes prior to the commencement of the event, the allotted time will nonetheless be deemed to have commenced 40 minutes prior to the commencement of the event for the purposes of the calculation of the rental fee.
- 3.4. In the case of unauthorised overruns, The Concertgebouw is authorised to recover the ensuing loss from the Hirer, which in any event will be deemed to consist of the compensation of the rate referred to in Clause 3.3 plus a surcharge of 20%.
- 3.5. The Hirer may not assign the rights under the Agreement to third parties. The Hirer is expressly not permitted to allow third parties to use the space(s) in full or in part without the prior written consent of The Concertgebouw.
- 3.6. If The Concertgebouw gives the consent referred to in Clause 3.5, the Hirer will ensure that both he and the third-party user are subject to the provisions of these General Terms and Conditions and will comply with same. The Hirer remains fully liable to The Concertgebouw for all obligations ensuing from the Agreement. The Hirer and the third-party user are jointly and severally liable to The Concertgebouw.

4. Rental fee

- 4.1. The rent is calculated on the basis of the Rates List.
- 4.2. In the case of public (not private) concerts, a hospitality fee will be charged in accordance with the Rates List, in exchange for which visitors will be served drinks prior to the commencement of the programme and during the intermission(s). During events lasting one hour or more, at least one intermission of at least 20 consecutive minutes must be held after the end of the applause, which intermission must be clearly announced to the public. The Hirer may ask The Concertgebouw for permission to waive the obligation to serve drinks before the event or in the interval, and to also not replace this obligation by serving drinks after the end of the event. If The Concertgebouw agrees to this, the Tenant shall be liable to pay at least the buy-out sum for loss of hospitality revenues.
- 4.3. Separate rates apply to events of a private nature and/or without ticket sales and/or without an admission fee, including rehearsals, visual and/or audio recordings, etc.
- 4.4. The rates adopted by The Concertgebouw as laid down in the Rates List applicable at the time of the event apply between the Parties for making a hall available and for all other services and supplies, of any nature whatsoever. The Concertgebouw will provide the Hirer with the most recent Rates List upon first request.
- 4.5. The price includes ordinary lighting and heating and the supply of service staff by The Concertgebouw, along with the costs of ordinary cleaning of the space(s) used.
- 4.6. Unless stated otherwise below, the Hirer will be charged the costs for additional lighting, heating, cleaning, technical assistance, and all the facilities to be provided by The Concertgebouw in connection with the performance of the Agreement for the Hirer, goods to be delivered or services to be provided of any nature whatsoever, at the applicable rates.
- 4.7. Reservations and conditions related to preparatory work by or on behalf of the Hirer and/or rehearsals in the space(s) to be made available must be agreed separately with The Concertgebouw.
- 4.8. If the Hirer wishes to use spaces, systems, inventory items, including musical instruments, or services that are not stated in the Agreement for the purposes of the event it is to organise, an additional written agreement will be concluded, which will be part of the Agreement related to the event and to which these General Terms and Conditions are also applicable.

5. Payment

- 5.1. When entering into the Agreement, the Hirer will owe a deposit yet to be agreed, to be paid within 21 days after the date of the invoice sent for that purpose by The Concertgebouw, but in any event before the start of the sales period.
- 5.2. The Concertgebouw will send an invoice with the final bill within 30 days after the event has taken place.
- 5.3. The Concertgebouw has the right to refuse the surrender of goods and funds belonging to the Hirer as long as the Hirer has not complied with all its obligations to The Concertgebouw.
- 5.4. In the event the Hirer fails to comply with its payment obligations (in a timely fashion), the costs related to any collection will be borne entirely by the Hirer.
- 5.5. The Concertgebouw is allowed to directly set off funds received on behalf of the Hirer against amounts owed to The Concertgebouw by the Hirer. The Hirer cannot set off amounts owed to The Concertgebouw against the money to be received from The Concertgebouw.

6. Dissolution

- 6.1 The Concertgebouw has the right to the dissolution the Agreement with immediate effect by means of a written notice, without any prior notice of default or intervention by the courts being required, if:
- the event to be organised by the Hirer does not take place;
 - the confirmation letter is not returned signed or not returned signed in a timely fashion;
 - the deposit referred to in Clause 5.1 is not paid by no later than the agreed date;
 - the Hirer has not complied with its payment obligations to The Concertgebouw, did not do so in a timely fashion or not in full;
 - the Hirer fails to comply with its obligations referred to in Clauses 9.1, 9.3, 9.4 and 9.5 or fails to do so in a timely fashion;
 - fewer than 800 tickets for an event in the Main Hall or 150 tickets for an event in the Recital Hall have been sold two months prior to the event. The Hirer will be given a grace period of two weeks following written notification in order to sell at least the minimum number of tickets required.
- 6.2 In the case of termination pursuant to Clause 6.1, The Concertgebouw will be entitled to full damages or fixed damages from the Hirer. The fixed damages are a percentage of the total amount that would have been owed to The Concertgebouw in the event the Agreement had been performed as usual, based on a basic compensation of 10%, which percentage will be increased by 1.5% for each month between 24 and 12 months prior to the date of the event, and by 6% per month for the 12 months prior to the event, calculated as from the date of written notification as referred to in Clause 6.1.
- 6.3 For the variable hall rent as set out the Rate List, a minimum of 1000 visitors in the Main Hall, 250 in the Recital Hall and 100 visitors in the Choir Hall or Spiegelzaal shall be assumed.
- 6.4 The Hirer must take out (cancellation) insurance to insure its liability referred to in this Clause.
- 6.5 The Hirer must pay the amounts to be charged to it within 21 days after the date of the invoice sent for that purpose by The Concertgebouw, in the absence of which default interest of 1% will be owed each month on top of the invoice amount.
- 6.6 Rescheduling an event to a different date is only permitted if this is feasible for The Concertgebouw and the new date falls within the same season (1 September - 31 August). The rescheduling costs amount to 15% of the fixed and variable rent referred to in Clause 4.1.

7. Termination

- 7.1 The Concertgebouw has the right to terminate the Agreement with immediate effect if in the judgement of The Concertgebouw, the event to be organised by the Hirer directly or indirectly contravenes The Concertgebouw's Guiding Principles, as can be found on The Concertgebouw's website and which were made available to the Hirer before entering into the Agreement. If time permits before the event, The Concertgebouw shall give the Hirer the opportunity by means of written notification to modify the event, within a period of time to be determined by The Concertgebouw, so that there is and shall be no question of any conflict with the Guiding Principles. The Concertgebouw will determine if the modifications eliminate the concern sufficiently. If The Concertgebouw finds that this is not the case, then The Concertgebouw may exercise the right to terminate the Agreement with immediate effect provided for in this clause.
- 7.2 In the event of termination with immediate effect, the Hirer is not entitled to restitution of the amount of the security deposit as referred to in Clause 5.1.
- 7.3 In the event of termination pursuant to Clause 7.1, The Concertgebouw is entitled to compensation for damages. The provisions of clauses 6.2 and 6.3 also apply.

8. Liability

- 8.1 Without any reservation, the Hirer is liable to The Concertgebouw and/or its staff for damage to the space(s) to be used, the building and its inventory, in so far as caused by the Hirer, its staff and/or by third parties admitted to the building by the Hirer, including visitors to the event, suppliers, service providers, guests or employees of/working on behalf of any sponsors of the Hirer. A statement of the repair costs will be provided by The Concertgebouw as binding evidence to both parties.
- 8.2 Everything brought into The Concertgebouw by or at the behest of the Hirer is there at the Hirer's risk. The Concertgebouw is not responsible for insuring and/or guarding any such items. The Hirer must remove those items brought into the building immediately after the conclusion of the event. If the Hirer fails to comply, The Concertgebouw will be authorised to have the goods removed from the building at the Hirer's expense. The Concertgebouw accepts no liability for damage to or the loss of the Hirer's goods or those of third parties for any reason whatsoever, with the exception of intent or gross negligence by The Concertgebouw or its staff.
- 8.3 The Hirer indemnifies The Concertgebouw against third-party claims such as those referred to above, except in the event of intent or gross negligence on the part of The Concertgebouw or its staff.
- 8.4 The Hirer must take out insurance to insure its liability referred to in this Clause.

9. Evenement

- 9.1 The Hirer must directly request all the official permits and/or approvals, such as from the Fire Service and (Traffic) Police, to be used by the Hirer in the events to be organised in the space(s) to be used for, among other things, events after midnight, and submit same to The Concertgebouw no later than 14 days prior to the date of the event.
- 9.2 The Hirer will bear copyrights, advertising costs, BUMA (Dutch Performance Rights Organization) costs, advertising costs, taxes and other special costs (if necessary, Fire Service, Traffic controller, Security, Emergency staff), including additional staff costs. The Concertgebouw will organise additional staff if necessary, at its own discretion, for the Hirer's account after the Hirer has been so informed.
- 9.3 The Hirer must provide The Concertgebouw with a programme and a statement of the nature of all activities to be developed in the space(s) to be used - including any audio and/or image carrier recordings - no later than four months prior to the event.
- 9.4 The Hirer must provide all data and technical podium and hall instructions required for the proper performance of an event to The Concertgebouw in writing no later than two months prior to the month in which the event is held.
- 9.5 The Hirer is obliged to provide The Concertgebouw with a current Production Risk Inventory (PRI) for the event no later than one week prior to the event.
- 9.6 The Hirer must ascertain the condition of the space(s) made available, the inventory and the equipment made available in good time prior to the opening of the space(s) to the public. Complaints in that respect must be reported immediately to the management of The Concertgebouw. The management of The Concertgebouw will decide with regard to the validity of the complaints, which decision will be binding on the Parties.
- 9.7 The Hirer will use the space(s) made available, along with the equipment and inventory or facilitate such use, properly in accordance with their designated use. Without the prior written consent of The Concertgebouw, the Hirer is not permitted to use the space(s) made available, with all that which is part thereof for a purpose or programme / artist other than that for which the aforementioned was made available.
- 9.8 Without the prior written consent of The Concertgebouw, the Hirer will not make any changes to the decor of The Concertgebouw. Among other things, it is not permitted to nail or drill into or affix items to floors, ceilings, walls or columns and the like. All approved changes must be effected by or on the instructions of The Concertgebouw's Facility Services and will be for the Hirer's account.
- 9.9 The normal layout of halls and podiums may only be deviated from after The Concertgebouw's written consent, under conditions yet to be agreed. Deviations from the normal layout of the halls and podiums are subject to the approval of the Fire Service or other competent authorities.
- 9.10 During the performance of the event, a contact person must be present and available in The Concertgebouw on behalf of the Hirer.
- 9.11 After the end of the period, the Hirer will return the space(s) and equipment and inventory made available to it to The Concertgebouw and leave same behind in undamaged condition. Restoration to said condition will be performed by or at the behest of The Concertgebouw at the Hirer's expense.
- 10. Layout, equipment, instruments and other facilities**
- 10.1 Without the prior, written consent of The Concertgebouw, the Hirer is not permitted to use any equipment or instruments and/or facilities other than those installed by The Concertgebouw to be used in the space(s) for the event to be organised by the Hirer.
- 10.2 Technical systems in The Concertgebouw may only be operated by or under the supervision of staff of The Concertgebouw. The Concertgebouw is not liable for damage caused by technical failures, unless these were caused by intent or gross negligence on the part of The Concertgebouw or its staff.
- 10.3 Temporary additional connections for communication and/or electricity supply may only be installed by or under the responsibility of or at the behest of The Concertgebouw at the Hirer's expense.
- 10.4 Smoke machines, fireworks and live animals are not permitted in The Concertgebouw.
- 10.5 The Hirer may only use the items and facilities included in the Rates List after having obtained the prior, written consent of The Concertgebouw against the fees included in the Rates List.
- 10.6 If a grand piano, piano and/or an organ is to be used during the performance of a concert, the relevant instrument will be tuned by or on behalf of The Concertgebouw at the Hirer's expense. Upon request, the tuner will be present during the event, at the Hirer's expense. The Hirer is not permitted to allow people other than staff of The Concertgebouw or individuals designated by The Concertgebouw to tune a grand piano and/or organ of The Concertgebouw.

- 10.7. Prior to the commencement of the event, The Concertgebouw is authorised to make changes to the layout/decor of the space(s) to be used. In addition, The Concertgebouw is authorised to install, set up, hang, etc., equipment for the purpose of events not organised by the Hirer.
- 10.8. Amplified music is not permitted after midnight in the spaces adjacent to the J.W. Brouwersstraat.
- 10.9. Amplified music is only permitted in the Spiegelzaal if the Recital Hall is not being used.
- 10.10. Works in the garden and in J.W. Brouwersstraat, of any nature whatsoever, are not permitted between 11.30pm and 8am and till 9am on Sundays.
- 10.11. All technical and other items (scenery, decoration, placards, etc.) may only be set up in/affixed to the building if The Concertgebouw's prior, written consent has been given. An assessment will be performed in the areas of, inter alia, health and safety conditions, fire safety and risk of damage.
- 10.12. The sound level may not exceed 103 dB(A). For the determination of the sound level, we refer to the agreement on the prevention of hearing damage in the music sector [Convenant Preventie Gehoorschade Muzieksector].

11. Hospitality services, cloakrooms

- 11.1. The operation of hospitality services, buffets and cloakrooms in The Concertgebouw is performed by, on behalf of or at the behest of The Concertgebouw. The consumption of food and drink brought from outside The Concertgebouw is not permitted.
- 11.2. If, after the prior, written consent of The Concertgebouw, the catering will be organised by third parties, the Hirer will owe The Concertgebouw a fee for this. Said third party will supply its own machinery, systems, equipment, stock, packaging and the like, install same, use same and remove same immediately after the event in accordance with the safety rules and other instructions given by The Concertgebouw. Prior to the event, the Hirer must send The Concertgebouw a copy of the quote and, following the event, a copy of the bill from the caterer engaged by the Hirer.
- 11.3. If the catering is organised by third parties, said third party is obliged, on behalf of the Hirer, to comply with the provisions of The Concertgebouw's catering sheet. Said third party is bound by these General Terms and Conditions in full.

12. Additional rules

- 12.1. The Hirer is obliged to comply with all rules adopted by The Concertgebouw and the relevant competent authorities, including the Fire Service, with regard to access to the spaces and the use of the spaces and equipment and the like, in The Concertgebouw.
- 12.2. The Hirer will submit to all measures, including house rules and health and safety guidelines, which The Concertgebouw deems necessary for the orderly performance of the event to which the Agreement pertains.
- 12.3. The Concertgebouw has the right to have violators of the rules as described in Clause 12.2, including unauthorised individuals in the service area(s), removed.
- 12.4. The Concertgebouw is authorised to supervise the programmes to be shown and/or the event to be organised by the Hirer. The Concertgebouw is authorised to prohibit or cancel activities if these are criminal and/or, in its opinion, offensive to individuals or groups, do not comply with general standards of public order, morality, decency and safety or which are contrary to the interests of The Concertgebouw.
- 12.5. Individuals who are part of the Hirer's organisation, including suppliers and/or service providers, guests or staff of/representing any sponsors, etc., must be able to identify themselves as such. If these individuals attend the event other than in the capacity of performing artist or on-duty member of staff, they must have a valid ticket.
- 12.6. The Concertgebouw reserves the right to subject those present in The Concertgebouw for or at the behest of the Hirer to a search, specifically the search of an individual after having obtained permission, of bags, suitcases, boxes and the like by individuals authorised to do so who have been designated as such by The Concertgebouw. The police will be notified in the event of theft and/or misappropriation of assets.
- 12.7. The Concertgebouw is not responsible for the programming by its Hirers. Consequently, The Concertgebouw cannot be held liable if the Hirer's programme is also scheduled by third parties in The Concertgebouw.
- 12.8. The rules of conduct, as mentioned on www.concertgebouw.nl, are a part of these terms and conditions.

13. Marketing and communication

- 13.1. All communication related to the publicity and marketing of the event by the Hirer must be in line with The Concertgebouw's marketing and sales guidelines.
- 13.2. The sending of mailings related to the event to be organised in The Concertgebouw, along with sending mailings to individuals whose details the Hirer obtained in the manner(s) described in Clause 15 must be effected in consultation with The Concertgebouw.
- 13.3. The Hirer is not permitted to distribute or procure the distribution of advertising and/or brochure materials in The Concertgebouw or to attach advertising on or to The Concertgebouw in any form or in any manner whatsoever without the consent of The Concertgebouw.
- 13.4. If the Hirer wants to have flyers and placards placed or hung in The Concertgebouw, the formats thereof must comply with that prescribed in the marketing and sales guidelines. The Hirer is responsible for sufficient stock of said items in The Concertgebouw.
- 13.5. In the event of a violation of Clause 13.1 and/or Clause 13.3, the Hirer will owe The Concertgebouw a penalty of € 450 for each day, without prejudice to The Concertgebouw's right to immediately have the aforementioned advertising and/or promotional materials removed or cancelled at the Hirer's expense and furthermore, without prejudice to The Concertgebouw's right to any additional damages.
- 13.6. Audio and/or visual recordings may only be made in The Concertgebouw with the prior, written consent of The Concertgebouw subject to conditions and a fee yet to be determined. The publication and/or broadcasting of such recordings may only take place with the prior, written consent of The Concertgebouw subject to conditions and a fee yet to be determined. In the event of a breach of this Clause, the Hirer will forfeit a penalty of € 4,500 per breach, without prejudice to the right to damages.
- 13.7. The Concertgebouw may only make or facilitate the making of sound and/or visual recordings of events in The Concertgebouw and reproduce said recordings and disclose same in connection with promotional activities with the Hirer's written consent. If the Hirer gives its consent, it warrants that it is authorised to grant reproduction and/or disclosure rights to The Concertgebouw with regard to the sound and/or visual recordings.
- 13.8. To take photographs, the relevant photographer must complete The Concertgebouw's "photographers' form" in full and sign it. A recording form must be completed for making audio recordings.
- 13.9. Assigning titles to a series of concerts and/or events requires the prior approval of The Concertgebouw.
- 13.10. All activities and announcements intended for publicity that are related to the event require the approval of The Concertgebouw each time.

14. Tickets

- 14.1. Tickets will be issued solely by and under the terms of The Concertgebouw. In the event, when agreed on in writing by The Concertgebouw, that the Hirer itself also issues tickets, it must submit a monthly report on the matter. In any event, the report must include the number and type of tickets sold, along with the price. The Concertgebouw is authorised to audit the statement or have it audited.
- 14.2. The Concertgebouw will charge the public administrative and service charges for reserving and sending tickets. The amount of such charges will be determined by The Concertgebouw each year and may vary per type of ticket (paper ticket, e-ticket, mobile phone ticket) or by channel (group reservations, for example).
- 14.3. The box office is opened Monday to Friday from 5pm to 8.30pm and from 10am to 8.30pm on Saturday and Sunday. The box office may close earlier on national holidays. The box office will be closed when there are no concerts. In July and August the box office is opened from 1pm for afternoon concerts and from 5pm for evening concerts. After 7pm, only tickets for that evening's concert will be sold. The Concertgebouw may be contacted by telephone daily from 10am to 5pm. Tickets may also be ordered via the website of The Concertgebouw, www.concertgebouw.nl/en.
- 14.4. Unless the Parties have agreed otherwise, all tickets bear a seat number. Seating arrangements are reserved for The Concertgebouw, on the understanding that, based on the number of visitors expected to attend the event, The Concertgebouw may, at its discretion, keep parts of the space(s) made available closed to visitors without the Hirer being able to derive any right to a discount on the agreed fee from that.
- 14.5. In the case of events for which seating arrangements are not possible, The Concertgebouw determines the maximum number of visitors to be admitted to the various spaces made available. The Concertgebouw is authorised to reserve a number of seats for visitors in wheelchairs. The Concertgebouw determines the number of seats for those in wheelchairs based on experience with regard to the number of requests for such seats.

Seats reserved for those in wheelchairs take up more space, as a result of which hall capacity decreases somewhat. If a concert is sold out and the seats for those in wheelchairs have not yet been sold, such seats will be used for regular sales.

- 14.6. For the benefit of The Concertgebouw, the Police and the Fire Service, the seats designated for that purpose in the space(s) made available will not be sold. Officers of and agents on behalf of The Concertgebouw, the police and the Fire Service have unconditional access to the space(s) made available at all times. Per event, 24 seats for staff and special guests of The Concertgebouw are reserved in the Main Hall and 8 in the Recital Hall.
- 14.7. The price of the tickets must include all variable costs, such as the variable amount, surcharges for, inter alia, drinks, rights and taxes referred to on the Rates List, but exclusive of administrative and service charges to be charged by The Concertgebouw. The Hirer must state the aforementioned all-in price as the price for visitors, including a statement that said price is exclusive of administrative and service charges.
- 14.8. The prices of tickets, discounts and the prices and contents of programmes and librettos, etc. require the prior approval of The Concertgebouw. The issue of free tickets is only effected following a written instruction to that end by the Hirer.
- 14.9. The issue of programmes, librettos and the like to visitors to the event, whether or not for payment, is performed solely by or at the behest of The Concertgebouw in exchange for a predetermined fee. These goods must be delivered to the porter of The Concertgebouw in bundles of 25 in good time prior to the commencement of the period during which the space(s) is/are available. The Concertgebouw will destroy any copies that are not removed by or on behalf of the Hirer immediately following the event.
- 14.10. The Hirer is responsible for paying the VAT to the Tax and Customs Administration on the entire (gross) proceeds of the issue of tickets, and by doing so, the Hirer indemnifies The Concertgebouw in full against any subsequent levies.

15. Personal data

- 15.1. If, in connection with the sale of tickets by The Concertgebouw for an event of the Hirer, visitors' personal data are provided to The Concertgebouw, The Concertgebouw will therewith be considered a controller within the meaning of the GDPR (Algemene Verordening Gegevensbescherming or AVG). The Concertgebouw and the Hirer warrant and guarantee towards each other that the personal data will be collected, processed and used with due care and in line with all that is prescribed in the AVG, the General Terms and Conditions which are applicable to the sale of tickets, and the applicable privacy statement.
- 15.2. In case the Hirer wishes to use said personal data other than in the course of providing the visitors with information concerning the event (for example to make use of the personal data in connection with direct marketing activities), such use is only permitted in case an additional agreement is agreed upon in writing between The Concertgebouw and the Hirer.
- 15.3. If the Hirer itself offers tickets and the visitor gives the Hirer personal data to that end, the Hirer will be considered a controller within the meaning of the AVG. The Hirer must provide these data to The Concertgebouw for processing in connection with the sale of tickets and for The Concertgebouw's direct marketing objectives. The Hirer and The Concertgebouw must enter into an additional agreement to that end.

16. Special circumstances and force majeure

- 16.1. Based on special circumstances, such as at The Concertgebouw's discretion, The Concertgebouw is authorised, under the same conditions, to allocate a different space or spaces in The Concertgebouw to the Hirer than the space(s) agreed, in exchange for the applicable rates, which, however, may not be higher than the contractually agreed rates. In that event, the Hirer will have the right to refuse said replacement space(s) and to consider the Agreement terminated. Fees, in so far as related to that part of the rental period that has not yet lapsed, will be refunded.
- 16.2. If a space or spaces in The Concertgebouw are not available as a result of a cause that is not attributable to The Concertgebouw or is the result of force majeure, including calamities or pending calamities, such as fire, riots, (terrorist) attack, a strike by the staff of The Concertgebouw, risk of collapse, the seizure of The Concertgebouw or parts thereof by the competent authorities, or the breakdown of the electric lighting and/or the heating system, the Agreement will lapse automatically without it being possible to hold The Concertgebouw liable in any way for the damage ensuing for the Hirer or third parties.
- 16.3. The Hirer indemnifies The Concertgebouw against all claims by third parties seeking compensation for the damage they suffered, such as personal injury or property damage, which arose directly or indirectly as a result of the performance of the Agreement, with the exception of intent or gross negligence on the part of The Concertgebouw or its staff.
- 16.4. Any and all invocation of force majeure by the Hirer is herewith excluded.

17. Other provisions

- 17.1. The Hirer is required to apply The Concertgebouw's General Terms and Conditions for Visitors, as these read from time to time following the formation of the Agreement, to visitors to the events organised by the Hirer in the space(s) being used.
- 17.2. The General Terms and Conditions and the agreements to which said General Terms and Conditions apply are governed by the laws of the Netherlands. Any and all disputes that may arise between The Concertgebouw and the Hirer in connection with these General Terms and Conditions and/or the agreement(s) of which they are part will be brought before the competent court in Amsterdam, without prejudice to The Concertgebouw's right to apply to a different court that is competent in connection with the dispute.
- 17.3. It is the opinion of The Concertgebouw and the Hirer that the service to which these General Terms and Conditions apply is subject to VAT by operation of law. The Concertgebouw is required to include VAT on the invoices it sends. However, should this service be considered the lease of immovable property, the Hirer and The Concertgebouw agree that this is a lease subject to VAT pursuant to Notice 45 (VB 99/571). The taxed lease commences on the commencement date of the service agreed by the Parties. By signing the confirmation letter, the Hirer states that it will use that made available to it for at least the percentage referred to in Clause 6a(2) of the Dutch Turnover Tax Implementation Decree 1968 for purposes that give entitlement to deduction. The Concertgebouw is recorded in the land registry of the municipality of Amsterdam under land registry number 8435. The financial year of Het Concertgebouw N.V. commences on 1 January.

Amsterdam, March 2026