



GENERAL TERMS AND CONDITIONS OEROL FESTIVAL

1. These General Terms and Conditions apply to all agreements with which the Terschellings Oerol Festival (hereinafter to be referred to as 'the Organiser') provides a third party (hereinafter to be referred to as the 'Artist/Ensemble') with the assignment to perform a show to which these conditions are declared to be applicable. In these General Terms and Conditions, show is understood as the performance during Terschellings Oerol Festival.

2. These General Terms and Conditions prevail over any deviating conditions of the Artist/Ensemble, even if those contain a provision similar to this article.

3. The Organiser must confirm agreements in writing to the Artist/Ensemble with a description of the agreement and indication of the reimbursement.

Liability

4. Attending the performance at the Festival by the Artist/Ensemble occurs at Artist's/Ensemble's own risk. The Organiser is never liable for any damages suffered by Artist/Ensemble, including, but not limited to, theft, damage and/or loss of goods belonging to the Artist/Ensemble, unless the damages are the direct result or intent or gross fault of Organiser.

5. Furthermore, the Organiser is never liable for direct or indirect damages to whomever or whatever as a direct or indirect result of any fault or any capacity or circumstance to, in, or on any movable or immovable good of which Organiser is proprietor, (lease)holder, lessor, or owner or which is otherwise available to Organiser, except and if there is intent or gross fault at the side of the Organiser.

6. Furthermore, the Organiser is never liable for consequential damages or indirect loss of profits.

7. The exclusions and limitations of liability included in this article also apply on behalf of employees of the Organiser and/or third parties engaged by the Organiser.

8. If the Artist/Ensemble for whatever reason is prevented from performing, the Artist/Ensemble is obliged to immediately notify Organiser thereof. The Artist/Ensemble is obliged to reimburse any already paid remunerations to the Organiser within 48 hours after being known including reasons, without prejudice to all other legal rights Organiser is entitled to.

Safety and Liability

9. The Artist/Ensemble guarantees that they shall work, including performing the show, installing, dismantling decors/installations/staging, in accordance with the requirements imposed by the applicable Health and Safety legislation regarding these activities.

10. If the Artist/Ensemble has children under the age of 18 perform in their show, the Artist/Ensemble is responsible for the compliance with the Child Labour Regulation (NRK)

11. The Artist/Ensemble is required to have a First Aid Kit at the location where the show is performed as well as – if applicable – inform the Organiser whether the Artist or which of the members of the Ensemble is in possession of a valid first aid certificate.

12. The Artist/Ensemble guarantees that all materials, decors, and objects they use are audience-friendly and fireproof.

13. The Artist/Ensemble is – if applicable – obliged to have in their possession a copy of the compiled verification report regarding the installations and/or staging to be used by Artist/Ensemble, which includes the calculation of forces and lift and rigging systems, and to hand this over to Organiser upon first request.

14. The Artist/Ensemble is exclusively entitled to use pyrotechnics or similar techniques on the property if the Artist/one of the members of the Ensemble is in possession of a valid fireworks license and after written approval from Organiser. The Artist/Ensemble is obliged to provide a copy of this license to Organiser upon first request.

15. The Artist/Ensemble shall – if applicable – provide a copy of valid environment papers, including permits, upon Organiser's first request.

16. The Artist/Ensemble is obliged to use and manage with due diligence the (rented) goods made available by Organiser, including but not limited to aggregates, light and/or sound systems.

17. The Artist/Ensemble is liable for damages as a result of non-compliance with or violation of that which is determined in this article, in which Artist/Ensemble indemnifies Organiser against any claims for whatever reason from third parties.

18. The Artist/Ensemble is liable for direct or indirect damages to whomever or whatever as a direct or indirect result of any lack or any fault or any campaign or circumstance to, in, or on any movable or immovable good of which the Artist/Ensemble is proprietor, (lease)holder, lessor, or owner, or which is otherwise made available to the Artist/Ensemble.

19. The Artist/Ensemble is required to provide Organiser with a PRI&E (Production Risk Inventory & Evaluation) before the start of the Festival.

Registration and Intellectual Property Rights

20. The Organiser is entitled to record or have third parties record (parts of) the festival, the performance, and art on image and/or sound carriers as part of the promotion for the festival and to (have) publish(ed) and (have) reproduce(d) these, in which audiovisual recording shall be limited to recording as determined in article 16a of the Copyright Act 1912, being to make a short recording, reproduction or presentation thereof in public in a photographic, film, radio or television report, unless parties have agreed otherwise. The Artist/Ensemble indemnifies the Organiser from any claims on own copyrights as well as those of third parties. This concerns an exception from the Copyright Act which governs registration as part of free news gathering.

21. The Artist/Ensemble guarantees that their performance does not infringe upon any intellectual property rights of third parties and that the performance is not otherwise unlawful towards third parties. Furthermore, the Artist/Ensemble guarantees that if use is made of (parts of) work on which any intellectual property rights rest, the necessary permission from the rights holder has been obtained and the owed remittances/reimbursements, including but not limited to the collective management organisation(s), have been fulfilled and fully indemnifies the Organiser against claims from third parties on this issue. The aforementioned remittance to the collective management organisation(s) with regard to the use of protected works (under copyrights and/or related rights) of both the Artist/Ensemble and third parties related to the performance of Artist/Ensemble is included in the amount to be paid by the Organiser.

Date and place

22. The decision to cancel a performance must be taken in consultation with the production manager of Organiser. The Artist/Ensemble is not entitled to cancel a performance without prior consultation with the production manager concerned.

23. If a performance is stopped or cancelled, the Artist/Ensemble shall strive to give a replacing performance within the period the festival takes place, without there being any additional reimbursement for this.

24. If no (replacing) performance is given, no payment shall occur for the performance concerned; a proportional part shall be deducted from the total reimbursement.

25. The Organiser shall endeavour to have the festival take place at the indicated location, on the indicated date, and at the indicated time.

26. In case of force majeure, Organiser is entitled to move the festival to a different date, move it to a different location, or to cancel the festival completely, without being liable for any damages suffered by the Artist/Ensemble as a result thereof.

27. Force majeure in the sense of this article includes (but is not limited to) sickness and/or cancellation by one or more of the other Artists and/or Ensembles, fire or fire danger, bad weather conditions, human or animal epidemics (not applicable in 2021), strikes, as well as in the event that (a part of) the Festival cannot continue because permits necessary for the festival have not been given or these have been rescinded or must be cancelled by order of the competent authority.

Oerol 2024

For approval:
(Signature)