

## ADDITIONAL TERMS AND CONDITIONS

### PROGRAMME OEROL FESTIVAL 2026

*version February 2026*

1. These additional terms and conditions apply to all agreements under which Stichting Terschellings Oerol Festival (hereinafter referred to as the “**Organiser**”) commissions an artist, company, maker, host or other contributor to the festival programme (hereinafter referred to as the “**Contracted Party**”) to perform or present work during Oerol Festival. These terms and conditions shall prevail over any deviating terms of the Contracted Party, even if such terms contain a similar provision.
2. Agreements must be confirmed in writing by the Organiser to the Contracted Party, including a description of the agreement and an indication of the agreed fee.

#### **LIABILITY**

3. Attendance at and participation in the festival, including performances, shall be at the Contracted Party’s own risk.
4. The Organiser shall not be liable for damage to or loss of the Contracted Party’s property, unless such damage is the direct result of wilful misconduct or gross negligence on the part of the Organiser.
5. Nor shall the Organiser be liable for any indirect damage or loss, including personal injury or damage to property arising from defects or conditions in, on or relating to property owned, leased or otherwise managed by the Organiser, unless such damage is the result of wilful misconduct or gross negligence on the part of the Organiser.
6. The exclusions and limitations of liability set out in this article shall also apply to employees of the Organiser and third parties engaged by the Organiser.

#### **SOCIAL SECURITY CONTRIBUTIONS AND TAXES**

7. The Contracted Party is responsible for the correct fiscal handling of the fee and shall provide any required documentation prior to payment, where applicable.
8. If the Contracted Party does not submit fiscal documentation, it shall be assumed that:
  - a. no use is made of any applicable artists’ tax scheme or withholding tax arrangement;
  - b. the fee is paid gross, without deduction of payroll taxes or social security contributions; and
  - c. the Contracted Party is responsible for the payment of all applicable taxes.

#### **SAFETY & RESPONSIBILITIES**

9. The Contracted Party guarantees that all activities, including the performance itself and the construction and dismantling of sets, installations and structures, shall be carried out in accordance with applicable occupational health and safety legislation (ARBO regulations).
10. The Contracted Party is responsible for its own working and rest times.
11. If the Contracted Party allows children under the age of 18 to perform, the Contracted Party is responsible for compliance with the Additional Regulation on Child Labour (NRK).
12. The Contracted Party guarantees that all materials, set elements and equipment used are audience-friendly and fire-safe.
13. Where applicable, the Contracted Party must hold valid inspection certificates for installations and/or structures used, including load calculations and lifting and rigging systems. Copies must be provided to the Organiser upon request.
14. The use of pyrotechnics or similar techniques on site is only permitted if at least one member of the Contracted Party holds a valid fireworks certificate and the Organiser has given prior written consent. A copy of the certificate must be provided upon first request.
15. Where applicable, the Contracted Party shall provide copies of valid (environmental) permits and documentation upon first request.
16. The Contracted Party must handle with care all items hired and made available by the Organiser, including but not limited to generators and lighting and sound equipment.

### **DATES, LOCATIONS AND FORCE MAJEURE**

17. The Organiser shall make every reasonable effort to hold the festival at the specified location, on the specified date and at the specified time.
18. In the event of force majeure, the Organiser is entitled to reschedule the festival to another date, move it to another location, or cancel the festival entirely, without being liable for any damage suffered or to be suffered by the Contracted Party as a result. Force majeure includes, but is not limited to, illness of one or more other contracted parties, fire or risk of fire, extreme weather conditions, epidemics, strikes, and situations in which (part of) the festival cannot take place due to the absence, withdrawal or revocation of permits, or where the festival must be cancelled by order of the competent authority.
19. If the Contracted Party is unable to perform, the decision to cancel a performance must be taken in consultation with the Organiser's production manager. The Contracted Party is not authorised to cancel a performance without prior consultation.
20. If a performance is interrupted or cancelled, the Contracted Party shall endeavour to present a replacement performance within the festival period, without additional fee.
21. If no (replacement) performance takes place, no payment will be made for the performance concerned. In the event of force majeure, fees and incurred costs shall be settled in mutual consultation. The Contracted Party is obliged to repay any fee already paid within 14 days of notification, without prejudice to the Organiser's statutory rights.

### **INSURANCE**

22. The Contracted Party is responsible for arranging adequate insurance, including at least standard production insurance and public liability insurance, as well as any other insurance customary in the context of this agreement.
23. The Organiser has taken out insurance for materials, locations and other items hired by the Organiser. Improper use of such items falls under the responsibility of the Contracted Party.
24. If property of the Contracted Party, such as sets or installations, is damaged by a third party, the Contracted Party is responsible for recovering damages from the liable party.

### **WORK PERMITS**

25. If the Contracted Party or any performer involved requires a work permit, a copy must be provided to the Organiser upon signing the agreement. For foreign performers working in the Netherlands:
  - a. nationals of the EU, Switzerland, Norway and Iceland do not require a work permit;
  - b. nationals of other countries only require a work permit if they stay in the Netherlands for more than four weeks;
  - c. additional rules may apply to migrants holding a temporary residence permit.

### **TRAVEL & ACCOMMODATION**

26. Where agreed that travel and accommodation are arranged by the Organiser, the Organiser shall provide accommodation for the Contracted Party during the festival and any set-up or dismantling days. Cost arrangements are specified in the agreement. Due to limited availability on the island, the Contracted Party may not impose specific accommodation requirements. Any compelling objections or requests (e.g. due to physical limitations or religious considerations) must be communicated in good time to Oerol's travel & accommodation coordinator. The Organiser makes the final decision, taking special circumstances into account where reasonably possible.
27. Following email confirmation of accommodation by the travel & accommodation department, cancellation costs amount to 100% of the booking price. The Organiser will endeavour to re-let the accommodation; any recovered amount will be offset. Remaining costs shall be borne by the Contracted Party.

### **RECORDING AND INTELLECTUAL PROPERTY RIGHTS**

28. For promotional purposes, the Organiser has the right to record impressions of (parts of) the festival, performances and artworks in audio and/or visual form, either itself or via third parties. Such recordings may be published and reproduced, provided that audiovisual recordings are limited to short excerpts (maximum three minutes), as permitted under Article 16a of the Dutch Copyright Act, unless otherwise agreed. The Contracted Party indemnifies the Organiser against claims relating to its own copyrights or third-party rights. This article falls under the statutory exception for news reporting.
29. The Contracted Party guarantees that the performance does not infringe third-party intellectual property rights or otherwise act unlawfully. Where protected works are used, the Contracted Party guarantees that all permissions

have been obtained and all fees, including those to collecting societies, have been paid. The Contracted Party fully indemnifies the Organiser against third-party claims. These costs are included in the agreed fee.

30. The Contracted Party may promote Oerol and the collaboration via its own (social) channels, in accordance with the Oerol marketing toolkit.
31. Use of the Oerol logo, visual identity or brand materials is only permitted in consultation with the marketing department. Oerol reserves the right to amend or remove non-compliant communications.

### **PROMOTION & TICKET SALES**

32. The Organiser is responsible for festival promotion and ticket sales.
33. Tickets may only be sold via the Organiser. If the Contracted Party sells tickets independently or admits unauthorised visitors, 10% of the agreed fee shall be withheld as damages.
34. Press tickets are issued via the Organiser, in order to retain oversight of the agreed media coverage of the festival. If the Contracted Party applies press restrictions, these must be communicated as soon as possible and no later than 1 May to [pers@oerol.nl](mailto:pers@oerol.nl).
35. In order to prevent uncontrolled distribution of flyers and banners, the distribution of promotional flyers is not permitted in Harlingen, on the ferries, or on Terschelling. The Contracted Party may supply the maximum number of A2 posters (as specified in the marketing toolkit on the Organiser's website) to the Organiser. The Organiser's marketing team is responsible for the distribution of these posters.
36. The Contracted Party may sell its own merchandise on a small scale at its own performance location after a performance, provided that the items are intended for durable use and are free from plastic packaging. After the sales moment, the merchandise must be stored away and the area left clean. If the performance takes place at de Deining, the Contracted Party may use the Organiser's merchandise stand at de Deining during the act and for up to half an hour afterwards. Scheduling and further details will be coordinated with the responsible representative within the organisation. Further information on merchandise sales can be found in the marketing toolkit on the Organiser's website.
37. The Organiser is entitled, exclusively for the purpose of promoting the festival, to use the names and likenesses of the individual members of the Contracted Party, as well as the (trade) name and/or trademark rights of the Contracted Party, regardless of the medium used or the manner in which the promotion takes place.
38. The Contracted Party shall provide the Organiser, free of charge, with all available promotional and publicity materials. The Contracted Party hereby grants the Organiser the unrestricted right to publish and reproduce the materials made available, including the use of any copyrights, trade name rights and/or trademark rights contained therein. The Contracted Party ensures that it holds the necessary copyrights and that these can be lawfully transferred to the Organiser.
39. At the Organiser's request, the Contracted Party is obliged to cooperate in the production of promotional materials for the purpose of promoting the festival.
40. At the Organiser's request, the Contracted Party shall be present at one or more press conference(s) and shall make reasonable efforts to answer questions from journalists and members of the public.
41. Drone recordings are not permitted in order to protect the vulnerable natural environment of Terschelling, even if the operator holds a valid RDW flight licence. Only the Organiser holds a special exemption for a certified drone pilot and, in consultation with Staatsbosbeheer, the emergency services and the Province, establishes a flight schedule. For requests relating to drone recordings, please contact the marketing team.

### **LOCATION-SPECIFIC PROVISIONS**

42. If the Contracted Party performs at its own performance location, the provisions of Articles 43 to 54 shall apply. For performances at an Oerol performance location, such as the festival hub de Deining, het Bostheater, West-End Theatre or designated street theatre locations, these articles shall not apply.
43. In the month preceding the festival, Staatsbosbeheer or another designated nature supervisor will carry out a 'quick scan' of all locations. The performance locations are subject to external factors and may change due to (environmental) developments at or around the location. In such cases, the Organiser will, in consultation with the Contracted Party, seek a suitable alternative location. In some situations, this may also result in an adjusted audience capacity.
44. The Organiser bears a number of location-related costs, including the rental of sites, stands, permits, first aid services, night security, audience guidance, waste facilities and temporary on-site facilities (such as bicycle racks, toilets for the Contracted Party and access mats for accessibility). The Organiser determines how these facilities are deployed.
45. For ticketed performances, if a performance is discontinued before half of its scheduled duration has elapsed or does not take place at all, and no alternative performance moments are possible within the festival period, a

proportional part of the total box office revenue shall be deducted from the buy-out fee. The Organiser will consult with the Contracted Party in advance and jointly explore possible alternatives within the festival period. The final decision rests with the Organiser.

46. The Contracted Party is obliged to return the location(s) in the same condition as they were found. This applies both to the performance and/or project location, with due attention to leaving the site clean, and to the use of the landscape, including agreements regarding damage to the ground surface, vegetation or other elements. The same obligation applies to the use of sleeping accommodation.
47. The Contracted Party is permitted to hold public run-throughs and try-outs prior to the festival. The conditions for these are explained in the Financial Arrangement Theatre Oerol 2025, which is also attached as an appendix to the agreement.
48. The Contracted Party ensures that, during the preparation phase and throughout the festival, it is aware of any applicable RIVM guidelines. Prior to the preparation phase on the island, the Contracted Party shall take measures to ensure that work at the location can be carried out safely and in compliance with these guidelines. These measures must be explicitly stated in the Risk Inventory & Evaluation (see clause 4.5). If the situation changes, the Contracted Party shall adjust the measures accordingly where necessary
49. The Contracted Party ensures that it arrives at the location in good time to prepare everything for the performance, so that the performance can start at the agreed time.
50. The Contracted Party is obliged to provide its own required personal protective equipment (e.g. safety footwear, work gloves, hearing protection, etc.) throughout the entire festival period, including the build-up and dismantling phases.
51. The Contracted Party is obliged to submit a Production Risk Inventory & Evaluation (RI&E) to the Organiser's production manager. This includes, among other things, risks such as working at height, crushing hazards, harmful noise and special effects. If relevant changes to the production occur at a later stage, these must be communicated immediately to the Organiser's production manager.
52. The Contracted Party shall ensure the safety and health of its workers, including the provision of first aid equipment and the designation of one or more persons holding a valid first aid certificate. The scope of the first aid measures must be proportionate to the risks of the production. The Contracted Party is obliged to inform the Organiser of the measures it has taken.
53. At the festival hub and at large site-specific productions (with more than 400 visitors), the Organiser shall provide first aid facilities. This includes both the availability of first aid kits and the provision of qualified first aid personnel. In addition, the Organiser shall ensure that sufficient facilities are in place to respond quickly and effectively to medical emergencies, depending on the size and nature of the production.
54. The Contracted Party is obliged to familiarise itself with the artist handbook and to be informed of Oerol's overall emergency and incident response plan.

#### **DEVIATION FROM AGREEMENTS REGARDING DURATION, CONTENT AND FORM**

55. The parties aim to carry out the performance in accordance with the previously agreed and recorded arrangements regarding duration, content, form and audience configuration. The Organiser understands that much artistic work for Oerol is created specifically for the festival and/or develops in practice, and that deviations may form part of the creative process.
56. However, where the execution deviates materially from the agreed arrangements and this may have consequences for the public programme, safety, permits or festival logistics, the parties shall consult with each other as soon as possible in order to jointly assess the situation and, where necessary, make adjustments.
57. A material deviation includes, but is not limited to:
  - a. exceeding or falling short of the agreed performance duration by more than 25% without prior consultation;
  - b. adding elements that may jeopardise safety, public order, audience safety or permit conditions.
58. If such a deviation is identified, the parties shall consult as soon as possible. In such cases, the Organiser is entitled to:
  - a. request that the company adjust the relevant element(s) of the performance where visitor safety and/or permits are at risk;
  - b. adjust the ticket price, with consequences for the financial arrangements with the company;
  - c. temporarily interrupt or, in extreme cases, terminate the performance;
  - d. cancel a subsequent performance if the deviation proves to be structural.
59. If the deviation is the result of negligence or culpable conduct on the part of the Contracted Party, the Organiser may withhold the fee for the performance in question in whole or in part, in proportion to the severity of the deviation and its consequences.
60. If the deviation is the result of demonstrable force majeure, the provisions set out in Articles 17 to 21 (Dates, locations and force majeure) shall apply.

#### **PERSONAL DATA (GDPR)**

61. The Organiser processes personal data of the Contracted Party and relevant parties involved solely to the extent necessary for the creation and execution of the agreement, including contract administration, payment of fees, accreditation, security registration, organisation of travel and accommodation, insurance and compliance with legal obligations.
62. If personal data is shared with third parties (such as accommodation facilities, transport companies, insurers or government agencies), this will only be done to the extent necessary for the above purposes.
63. The Organiser will take appropriate technical and organisational measures to protect personal data and will not retain it for longer than is legally permitted or necessary for the above purposes.