

**Article 1 – Definitions**

The following terms are defined in these general terms and conditions as well as in agreements to which they apply as:

- 1.1 Client: the (legal) entity that has issued an assignment to the contractor for the purpose of obtaining advice pertaining to an event, or for the organisation or execution thereof.
- 1.2 Contractor: Efteling B.V., who has undertaken a commitment to the client to perform organisational or executive activities with regard to an event, or who, at the pre-contractual stage, is prepared to commit to the delivery of such activities.
- 1.3 Agreement: an agreement between the client and the contractor for the purpose of organising or executing an event.
- 1.4 Artist: any artist (in the broadest sense of the term), speaker or musician, either acting alone or as part of a group, who has committed to giving a performance in the context of an event for the client. An artist applies his/her own set of conditions with regard to a performance for which the contractor cannot provide a guarantee for the client. Should an artist fail to appear or is unable to appear at an event for any reason whatsoever, the incident shall constitute force majeure, for which the contractor can never be held liable.
- 1.5 Production date: the (first) day on which the event to be organised or executed by the contractor pursuant to an agreement is to take place.
- 1.6 Location/ time: the place and time agreed upon with the client for the performance of an event or a part thereof.

**Article 2 – Applicability of conditions**

- 2.1 These general terms and conditions form a part of all offers and agreements entered into with the contractor which contain reference to these terms and conditions. Any general terms and conditions belonging to the client are hereby explicitly rejected by the client and shall never be deemed applicable.
- 2.2 Deviating clauses and any general terms and conditions provided by the client shall only apply if and insofar as they have been explicitly accepted in writing by the contractor.
- 2.3 In addition to these terms and conditions, the following conditions apply contingent on the location(s) of the event:
  - Park regulations (provided that the event (partially) takes place at Efteling)
  - Ticket conditions (provided that tickets to Efteling are issued as part of the event)
  - Efteling Theatre conditions (provided that a visit to a show in the Efteling Theatre is included as part of the event)
  - Hotel and Holiday Village conditions (provided that the event (partially) takes place in one or more of the hotels or accommodation facilities in Efteling)
 The aforementioned conditions can be found at: [efteling.com/nl/algemene-voorwaarden](http://efteling.com/nl/algemene-voorwaarden)
- 2.4 Any personal data provided to the contractor by the client shall be treated with the greatest of care. If the contractor is responsible for processing personal data on behalf of the client, a processing agreement shall be drawn up in this regard. Additional information concerning our privacy policy can be found at: [efteling.com/nl/privacy-statement](http://efteling.com/nl/privacy-statement)

**Article 3 – Quotations**

- 3.1 Any quotation made by the contractor is considered to be an invitation to a potential client for an irrevocable offer which is to be concluded in an agreement as described in the quotation.
- 3.2 Quotations issued by the contractor extend over a validity period of fourteen calendar days. This must be signed and returned by the client for approval.

**Article 4 – Execution of an agreement**

- 4.1 The contractor shall execute each agreement to the best of its ability, and is entitled to engage third parties in and for the purpose of executing an agreement. The contractor is thereby bound by, and limited to, the rules that have been imposed upon it by the various permits that apply to Efteling (including noise regulations and closing times).
- 4.2 If changes to the original plan are necessary during the course of executing an agreement, the contractor is entitled to implement these changes/modifications without having to obtain client permission. Insofar as these changes/adjustments result in additional work, this shall come at the expense of the client and this additional work shall be invoiced separately. Changes/adjustments could include: other attractions, other (hospitality) locations within Efteling, other activities, other residential locations (both inside and outside Efteling).
- 4.3 Any claims that may arise as a result of the performance of an agreement must be notified to the contractor by registered letter as soon as possible and no later than five calendar days after completion, under penalty of forfeiting any claim of any nature whatsoever.
- 4.4 Minor deviations in the execution, including aesthetic changes, do not provide basis for a claim.
- 4.5 Unless otherwise indicated in the agreement, the number of attendees stated in the agreement shall be assumed. The final number of attendees may be notified to us up to four weeks prior to the date of the visit at the latest. Any change to this number up to a maximum of 5% shall be reported to us no later than seven working days before the start of the event. This number will be considered as final and this amount shall be invoiced.
- 4.6 If the number of guests increases before the production date, and if, on the production date, it appears that the number of guests is higher than what has been agreed upon in writing, then this shall constitute additional work. The client shall be invoiced separately for this additional work. Regarding the number of guests attending the event, the count performed by the contractor shall be considered binding.
- 4.7 If the client also makes use of accommodation facilities as a part of the event, the following conditions apply with regard to any adjustments made to the number of accommodation facilities:
 

Changes resulting in a decrease to the number of reserved accommodation facilities are permitted;

  - (a) A deviation not exceeding 20% of the original number is permitted up to two months prior to the start date of the overnight stay at no additional charge.
  - (b) A deviation not exceeding 10% of the original number is permitted up to one month prior to the start date of the overnight stay at no additional charge.
  - (c) A deviation not exceeding 5% of the original number is permitted up to fourteen days prior to the start date of the overnight stay at no additional charge.
  - (d) For any other changes, the general cancellation conditions for overnight stays apply (Articles 7.2 and 7.3).
- 4.8 Park tickets are always issued based on actual usage. Parking passes returned after the event shall be offset against the number issued in advance. Purchased gift cards may not be returned.
- 4.9 The client may give notification of any dietary requirements up to seven working days before the production date.

**Article 5 – Disclaimer for events at Efteling B.V.**

- 5.1 Use of attractions and resources at Efteling is subject to availability and possible outages. In the event of an outage, the contractor shall endeavor to provide a suitable alternative. Article 4.2 shall apply in this case.
- 5.2 As Efteling is open year round, it is possible that one or more of the attractions/souvenir shops or catering facilities may be closed due to (maintenance) work. An overview of the attractions that are currently or that will soon be undergoing maintenance can be found at [www.efteling.com/nl/park/informatie/in-onderhoud](http://www.efteling.com/nl/park/informatie/in-onderhoud). Article 4.2 shall apply in this case.
- 5.3 It is possible for the park to be open longer than previously indicated. This may have consequences for the client programme. In this case, the contractor shall inform the client as soon as this becomes known, and an alternative programme can be discussed. Article 4.2 shall apply in this case.
- 5.4 Efteling is open 365 days a year and no exception to this shall be made with regard to client events. For events held during and outside park opening hours, clients must take regular guests and other event guests into account. The contractor is not able to offer exclusivity to clients.

**Article 6 – Client responsibilities**

- 6.1 The client holds responsibility for acts and omissions of visitors to an event that is organised or executed by the contractor under an agreement.
- 6.2 At the end of the event, the client is obliged to deliver to the contractor any goods and materials that have been made available to it by the contractor for the event in the same condition as they were provided.

## General terms and conditions for Efteling Events

### Article 7 – Postponements / cancellations

- 7.1 The contractor is entitled to postpone the execution of an agreement from the moment it experiences a well-founded fear that the client will not (be able to) fully comply with its obligations under these or other agreements.
- 7.2 Client-side cancellations must be dated and submitted in writing. No rights may be claimed by the contractor with regard to verbal cancellations. A cancellation shall only be considered valid if it has been signed by the client and is in the possession of the contractor. In the event of a client-side postponement or cancellation, the client is obliged to pay a fee based on the following percentages:
- (a) in the event of a cancellation submitted no later than one hundred and twenty calendar days before the production date, this shall amount to 50% of the contract sum included in the agreement;
  - (b) in the event of a cancellation submitted in the period between one hundred and twenty calendar days and thirty calendar days before the production date, this shall amount to 75% of the contract sum included in the agreement;
  - (c) in the event of a cancellation submitted up to thirty calendar days before the production date, this shall amount to 100% of the contract sum included in the agreement.
- 7.3 If the client also makes use of accommodation facilities as part of the event, the following cancellation conditions apply to the overnight stay portion of the event:
- (a) In the case of a cancellation submitted more than three months prior to the time at which the first hotel and catering services are to be provided pursuant to the hotel and catering agreement, hereinafter referred to as "the effective date", the client is not obliged to pay any compensation to the hotel establishment.
  - (b) In the case of a cancellation submitted more than two months prior to the effective date, the client is obliged to pay 15% of the reservation amount to the hotel establishment.
  - (c) In the case of a cancellation submitted more than one month prior to the effective date, the client is obliged to pay 35% of the reservation amount to the hotel establishment.
  - (d) In the case of a cancellation more than fourteen days before the effective date, the client is obliged to pay 60% of the reservation value to the hotel company.
  - (e) In the case of a cancellation submitted more than seven days prior to the effective date, the client is obliged to pay 85% of the reservation amount to the hotel establishment.
  - (f) In the case of a cancellation submitted seven days or less prior to the effective date, the client is obliged to pay 100% of the reservation amount to the hotel establishment.
- 7.4 The contractor reserves the right to claim actual damages suffered in the event that these damages amount to more than the amounts resulting from cancellations pursuant to Articles 7.2 and 7.3. If the client postpones the event, this shall be considered a cancellation unless a new production date is set by mutual agreement with the client upon which the event can take place and unless an agreement has been reached with regard to the buy out fee.

### Article 8 – Invoices and payments

- 8.1 75% of the buy out fee must be received by the contractor at the bank account number that it has specified no later than the date indicated in the advance invoice.
- 8.2 The final invoice shall be sent by the contractor at the end of the event and the amount is to be received by the contractor at the bank account it has indicated within fourteen calendar days after the invoice date.
- 8.3 Should the client default in its payment of the deposit or the final invoice, this shall be regarded as a cancellation of the agreement without further notice of default and the conditions as stated in Article 6 shall apply.
- 8.4 Any delays in the execution of an agreement that are caused by late payment by the client shall always be at the client's own risk.
- 8.5 Any claims with regard to invoicing must be notified to the contractor by registered letter as soon as possible and no later than within eight calendar days after the invoice date, under penalty of forfeiting any claim of any nature whatsoever.
- 8.6 The client shall not postpone its payment obligation without the express written consent of the contractor, nor offset what it owes against any claims it may hold from the contractor.
- 8.7 If the contractor costs increase as a result of interim rate changes with regard to sales taxes, social insurance premiums, wage taxes or other government levies, or as a result of third party price changes, the contractor is entitled to pass these costs on to the client. In the case of any foreign currencies to be charged, the current exchange rate on the invoice date of the contractor shall be used. The contractor shall inform the client of this amount.

### Article 9 – Liability

- 9.1 The contractor is only liable for any direct damages suffered by the client that are a direct result of non-compliance, or late or improper fulfillment of the agreement, and only if intent or gross negligence on the part of the contractor is present. The contractor shall never be held liable for consequential damages such as loss of profit.
- 9.2 The client explicitly indemnifies the contractor against claims from third parties.
- 9.3 In any case, liability of the contractor is limited to a maximum of the contractor buy out fee agreed upon or reasonably expected for the full execution of the event.
- 9.4 Any claim by the client for compensation regarding damages must be notified to the contractor within eight calendar days after the day on which the client became aware of both the damages and the liability of the contractor or could have reasonably become aware thereof. Legal claims made by the client regarding compensation for damages shall in any case lapse after eighteen months after the incident that caused the damage.
- 9.5 The client is liable for all damages caused to the property of the contractor (and its subcontractors and its (other) guests) during an event. All damages, including any repair costs, must be compensated to the contractor by the client.
- 9.6 Without prejudice to the aforementioned, the client is jointly and severally liable for damages caused by the behaviour of its guests.

### Article 10 – Force majeure

- 10.1 A shortcoming may not be attributed to the party in breach if it is due to force majeure, provided that the fault does not lie with the party in breach, nor shall it be held responsible pursuant to the law, legal acts or generally accepted practice.
- 10.2 Insofar as the contractor is or is not (also) dependent on any third parties engaged by the contractor for the execution of an agreement, any shortcomings that are the result of an act or omission of these third parties cannot be attributed to the contractor. Such acts or omissions also include the failure of an artist to appear due to illness.
- 10.3 The contractor has the right to provide an adequate replacement performance if an agreement cannot be executed in whole or in part as agreed due to unforeseen circumstances, without resulting in any claim of rights by the client pertaining to discounts on agreed prices or a termination of the agreement.
- 10.4 If the execution of an agreement on the part of the contractor becomes permanently impossible due to force majeure, the client shall owe the contractor a reasonable fee for any work already performed by the contractor.

### Article 11 – Intellectual property rights

- 11.1 The client shall refrain from executing ideas or proposals developed by contractors in connection with an event or by having these ideas or proposals executed or repeated by contractors other than the contractor itself.
- 11.2 The copyrights for all contractor designs are and shall remain the property of the contractor under all circumstances.
- 11.3 No audio or video recordings of the event or an artist performance made in the context of an event shall be produced without the written permission of the contractor. Making video recordings of Efteling guests without receiving their prior permission is also not permitted.
- 11.4 No recorded sound, posters, photos or other elements that use the name or image of an artist performing in the context of an event shall be sold before, during or after the performance without the written permission of the contractor.
- 11.5 The client is responsible for guaranteeing that its guests adhere to the conditions laid out in this Article as if they were themselves bound to it as a client.
- 11.6 Use of the Efteling logo, Efteling shots and other Efteling images is only permitted after consultation and approval from Efteling. Shots and images may not be used for commercial purposes unless otherwise agreed. Efteling expects to receive an example of all such materials.

### Article 12 – Choice of law, disputes

- 12.1 Dutch law applies to all agreements entered into between the contractor and the client.
- 12.2 Any disputes arising from an agreement entered into between the contractor and the client are under the exclusive jurisdiction of the Court of Zeeland-West-Brabant, located in Breda.