

# **General Terms and Conditions Cpunt Ticket Sales & Events**

These are the general terms and conditions for Ticket Sales and Events.

Below you can read what rights and obligations Stichting Cpunt and a Visitor have.  
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# Article 1: Applicability

## 1.1 When do these conditions apply?

These General Terms and Conditions apply to any offer made by and to every agreement concluded between Stichting Cpunt and the party (hereinafter referred to as "the visitor") who orders/purchases an admission ticket to an event organized by Stichting Cpunt. These general terms and conditions also apply if this agreement is concluded via a (advance) sales organization (hereinafter referred to as "(advance) sales outlet") engaged by Stichting Cpunt for the event in question. These General Terms and Conditions also apply to anyone who attends any event in the building or at the site, without the person concerned having concluded an agreement with Stichting Cpunt directly or indirectly.

## 1.2 Definitions

In these General Terms and Conditions, the following definitions apply:

- a. Stage Organization: Part of Stichting Cpunt, which organizes stage events and related activities.
- b. Visitor: any natural person who does not act in the conduct of a profession or business and who concludes an Agreement with Stichting Cpunt directly or indirectly within the context of attending an Event as well as any other person who is in or near the Event Location and who has or has not concluded an agreement with the organizer directly or indirectly.
- c. Location: the actual location of the Event. As well as online, all sites, spaces, fields etc. surrounding it, where the Event takes place.
- d. Building: the physical Buildings of Cpunt, which should be considered to include that part of the public road adjacent to the Building to which Cpunt holds a real right in any way or another Location.
- e. Event: any performance, show or manifestation that takes place inside the Building and/or the Location or is organized via a digital live stream by Cpunt.

The applicability of any general terms and conditions applied by the customer is expressly excluded.

# Article 2: Ticket sales

## 2.1 Offers

All offers, (program) announcements or other information and quotations made by the Stichting Cpunt or by third parties are without obligation, sale of an admission ticket to the Visitor is not mandatory.

## 2.2 Payment Period

Tickets for events must be paid no later than 7 days after booking. When a performance takes place within 7 days (after ticket purchase) , event tickets must be paid for immediately. If payment is not made within the stipulated payment period and without specific reason, Stichting Cpunt reserves the right to cancel the tickets.

## 2.3 Agreement

The agreement between Stichting Cpunt and the Visitor is concluded at the moment the Visitor purchases an admission ticket to the Event from Stichting Cpunt or a third party.

## 2.4 Tickets

A ticket may consist of a physical or digital document issued by or on behalf of Stichting Cpunt provided with a digital code that can be read by a scanner or a digital code provided by or on behalf of Stichting Cpunt that can be read by a scanner. The digital code is a unique code. Only purchase at an (advance) sales outlets or Stichting Cpunt guarantees validity of the ticket. The burden of proof concerning the purchase at an (advance) sales outlet or Stichting Cpunt lies with the customer.

If such is requested, the Visitor will be obliged at all times to show his admission ticket, physically or digitally, as well as any Ticket that entitles the holder to a discount on this admission ticket to officers of Stichting Cpunt. The ticket is shown in any event upon entering (the space concerned in) the Building or the Location, also in the event the Visitor has temporarily left (the space concerned in) the Building or the Location during an Event.

Stichting Cpunt has the right to set a maximum on the number of tickets that may be ordered per Visitor. The Visitor is obliged to comply with this maximum. The ticket is provided once and grants the Visitor access to an Event.

A ticket does not grant access to (the space concerned in) the Building or the Location after the Event in question has started or ended. It may be possible to participate in the Event after it has started in case of a livestream. The performance cannot be watched back after it has ended.

A ticket allows a Visitor to view a livestream performance once on a single device. The livestream performance may only be viewed in a domestic setting. It is not permitted to view the performance in a larger organized group. Stichting Cpunt may charge the Visitor a fee on top of the ticket in order to cover costs related to the conclusion of the agreement. This refers to reservation and transaction costs among other things. These costs do not qualify for a refund.

## 2.4 Risk

The risk of the loss, theft, damage or misuse of the admission ticket rests with the Visitor from the moment the admission ticket has been made available to the Visitor.

Stichting Cpunt cannot guarantee receipt of the ticket. If the Visitor has not received a ticket, he should report this to Stichting Cpunt in due time before the Event. In due time means at a moment before the start of the Event so that Stichting Cpunt is able to render the purchased ticket invalid and issue a new ticket. The Visitor will receive a new ticket if the ticket was purchased from Stichting Cpunt or an (advance) sales outlet. The burden of proving that the ticket was purchased from Stichting Cpunt or an (advance) sales outlet lies with the Visitor. In the absence of evidence, Stichting Cpunt will not be obliged to issue a new Ticket to the Visitor.

In the event the ticket is lost, damaged or misused, the Visitor will not be entitled to a refund of the ticket and/or other costs. The Visitor is not entitled to a refund of the ticket and/or other costs also in the event the Visitor acquired the ticket from a third party (not being Stichting Cpunt) and payment of the ticket price by that third party to Stichting Cpunt did not take place for reasons attributable to the third party.

Stichting Cpunt does not accept liability for any errors in the offers, (program) announcements, notifications or information provided to the Visitor by Stichting Cpunt and by third parties nor for information or quotations provided otherwise, and/or for errors committed during the (advance) sale of tickets by third parties, including what are known as advance sales outlets.

If the Visitor does not use the ticket for any reason whatsoever, such will be for his own account.

## 2.5 Cancellation of tickets.

Tickets may be returned up to 48 hours before the performance. This cancellation scheme can be used at the Ticket & Information desk or by telephone on our general telephone number 023-5563700.

The Visitor receives a Stichting Cpunt voucher for the value of the ticket price excluding €2.50 per ticket in cancellation fees and excluding any reservation/transaction costs that may have been paid.

The holder of a ticket who shows the ticket first at the start of the Event will be granted access. Stichting Cpunt assumes that this holder is also the entitled party and it is not required to investigate the validity of the ticket and/or the identity of the holder.

## 2.6 Resale prohibition

The Visitor is obliged to keep the ticket to an Event for himself and is not allowed to resell, offer for sale or provide the ticket to an Event to third parties within the context of commercial activities in any way.

The Visitor is not allowed to advertise or create any (other) form of publicity in connection with the Event and/or a part thereof, if this takes place for the purpose of (re)selling the ticket, which will be determined by Stichting Cpunt.

A Visitor who gives his ticket to a third party for no consideration (free of charge) and not within the context of commercial purposes, will be obliged to impose the obligations imposed on him as a Visitor as formulated in these General Visitor Conditions on the person to whom he transfers the ticket. The Visitor guarantees to Stichting Cpunt that this third party/these third parties comply with the obligations.

## 2.7 Penalty

If the Visitor is a natural person who does not act in conduct of profession or business (hereinafter: consumer), the Visitor will owe Stichting Cpunt in case of a breach of every obligation referred to in article 2.5 an immediately due and payable penalty of €1,000 per breach per ticket and €250 for each day the breach continues subject to a maximum of €15,000, without prejudice to Stichting Cpunt's right to claim performance and/or compensation of the damage sustained or to be sustained from the Visitor.

If the Visitor is not a consumer, the Visitor will owe to Stichting Cpunt in connection with a breach of every obligation referred to in article 2.5 an immediately due and payable penalty of €10,000 per breach per ticket and €5,000 for each day the breach continues subject to a maximum of €40,000, without prejudice to Stichting Cpunt's right to claim performance and/or compensation of the damage sustained or to be sustained from the Visitor. "

A ticket that was or is being resold and/or used for commercial purposes may be declared invalid by Stichting Cpunt. A ticket that is declared invalid does not give the right to (further) access to the Event. The Visitor is not entitled to a refund.

## **Article 3: Other obligations on the part of the visitor**

### **3.1 Identification**

The customer is obliged upon first request, both during the visit to the event and when ordering the ticket, to identify himself in order to enable Stichting Cpunt among other things to comply with its statutory obligations within the context of events, including the obligation not to provide alcohol to persons under the age of 18.

Stichting Cpunt has the right to deny access to Visitors if such Visitors have not reached the minimum age indicated by the artist/performer/agent of the Event. Tickets purchased and/or other costs will not be refunded. "

### **3.2 Valid admission ticket**

Unless matters have been organized differently by Stichting Cpunt, the customer will be required to hold a valid and undamaged ticket both before the start and during the events and for as long as he is at the location where the event is held. He is obliged to show his ticket at the request of the operator of the location where the event is being held, or at the request of the attendants and other competent persons.

The Visitor is obliged to cooperate in searches, including possible checks of (hand) luggage, when visiting an Event. In the event the Visitor refuses to cooperate, the Visitor may be denied (further) access to the Building or Location without the Visitor being entitled to a refund of the ticket and/or other costs.

### **3.3 Good behavior and house rules**

The customer is prohibited among things from:

- a) Bringing photo, film and other recording equipment into the location where the event takes place, subject to confiscation for the duration of the event.
- b) Recording the event in any form whatsoever, including photographing, filming and making (other) sound and/or image recording, is prohibited, as are printing and/or copying material from the program (leaflet), posters and other printed material. All such recordings will be confiscated and destroyed without further ado.
- c) bringing food and/or (alcoholic) beverages you have brought along into the Building Section or the Location.
- d) Smoking is prohibited at the location where the event is being held. Location has the meaning defined in article 1.2 : the actual Location of the Event. As well as online, all sites, spaces, fields etc. surrounding it, where the Event takes place.
- e) Bringing glassware, plastic bottles, cans, fireworks, firearms and other weapons and/or dangerous objects and/or food and/or (alcoholic) beverages into the location where the event takes place, subject to confiscation of these items.
- f) Bringing drugs into the location where the event takes place, subject to confiscation of these items and in some cases arrest and submission of a report to the police.
- g) Bringing objects or substances that are dangerous to persons and/or visitors in the opinion of persons appointed for this purpose by Stichting Cpunt into the location where the event takes place, subject to confiscation of these items.
- h) Wearing face-covering clothing, such for reasons of safety. A customer whose face cannot be recognized may be denied access to the location.
- i) Causing damage to the place where the event takes place. The customer is responsible for any damage caused by him in or to the place where the event takes place.
- j) Offering for sale to third parties goods of any kind or providing them free of charge.
- k) Bothering other customers, including but not limited to inappropriate behavior, including molestation, and theft.

### 3.4 Morality and public order

While residing in the Building or the Location, the Visitor is obliged to conduct himself in accordance with public order, morality and the prevailing rules of decency with respect to the nature of the Event being visited. The Visitor is also obliged to comply with the house rules and instructions issued by the designated officials, operators of the place where the event is being held, the attendants, the fire brigade and other competent persons.

### 3.5 House rules

The Cpunt house rules for events apply inside the Building or the Location of the Event. The full house rules are published at the locations where these house rules apply. The house rules can also be found on our website [www.cpunt.nl](http://www.cpunt.nl).

## **Article 4: Rights of Stichting Cpunt**

### 4.1 Breaches

Stichting Cpunt has the right to deny access to the location where the event is organized to customers who during one or more previous visits to the location where the event is being organized breached the rules in these General Terms and Conditions or the house rules or in the event there is otherwise a valid fear that the visitor will cause damage, or even to deny access to the buildings of Cpunt permanently or for a certain period. Stichting Cpunt reserves the right to deny the customer (further) access to the event or to remove him from the location where the event is taking place if Stichting Cpunt considers this reasonably necessary in order to enforce peace and order during the event.

### 4.2 Forgery

If it is likely that the ticket has been forged, Stichting Cpunt will have the right to deny the holder of This ticket (further) access to the Event, without the Visitor or the holder being entitled to any compensation of damage he will sustain as a result. "

### 4.3 Sound and image recordings

The artist, the organizer who has hired the Stichting Cpunt location and/or Stichting Cpunt have the right to make or have made image and/or sound recordings of the event and the place where this is taking place, including the audience, in order to publish and reproduce them. By attending the event, the persons who appear in the recordings hereby grant their approval to do so in advance should the occasion arise, without being entitled to any compensation.

### 4.4 Safety

Stichting Cpunt has the right to change the (regular) opening hours in line with occasional exercises related to company emergency response (Section 23 of the Working Conditions Act) or, in case of an emergency, to order a full or partial evacuation of the place where the event is taking place if considered necessary by Stichting Cpunt Such a change to the (regular) opening hours does not entitle the customer to a refund of the admission price that may have been paid and/or compensation.

There is camera surveillance at the location where the event is being organized. Camera images will be retained for a period to be determined by Stichting Cpunt and will be made available to the police if necessary.

## **Article 5: Force majeure and liability**

### **5.1 Illness/cancellation by the performer**

In the event of force majeure, including in this case illness and/or cancellation by the performer(s), Stichting Cpunt will have the right to move the Event to a later date or to cancel the Event.

### **5.2 Relocation of the event**

If an Event is moved to a different date by Stichting Cpunt, the ticket will remain valid for the new date on which the Event will take place. When moving the Event, Stichting Cpunt may also decide to issue new tickets to the Event. The tickets issued previously lapse in such cases.

In the event the Visitor is unable or unwilling to visit the Event on the new date, he will have the right to hand in his ticket to the party where the ticket was purchased and he will receive a refund of the ticket and/or other costs. This refund will only take place if the Visitor submits a valid and undamaged ticket to the (advance) sales outlet within twelve weeks to be calculated from the date on which the Event was to take place.

### **5.3 Cancellation of events**

If the Event is cancelled by Stichting Cpunt before it has started as a result of or in connection with force majeure, Stichting Cpunt will only be obliged to refund to the customer the compensation Stichting Cpunt has indicated on the ticket or, failing this, the fee (including the transaction costs) The customer paid to Stichting Cpunt or to the official (advance) sales outlet referred to in article 1.1.

If an Event is cancelled after it has started as a result of or in connection force majeure, Stichting Cpunt will only be obliged to refund a part of the compensation indicated by Stichting Cpunt on the ticket to be determined by it or, failing this, the fee (with the exception of service charges) paid by the customer to Stichting Cpunt or to the official (advance) sales outlet referred to in article 1.1.

Refund will take place within at most twelve weeks after the cancelled date at an (advance) sales outlet, following submission by the customer to this (advance) sales outlet of a valid and undamaged ticket to the (cancelled) event. Service charges or other damage will not be compensated. Nor will the customer be entitled to (replacement) access to a different event. In case of force majeure, only Visitors who are consumers and who purchased the ticket from Stichting Cpunt or an official (advance) sales outlet will be entitled to a refund of the transaction costs. In case of force majeure, Stichting Cpunt will not be obliged to compensate damage, even in the event Stichting Cpunt enjoys an advantage as a result of force majeure. Nor will the Visitor be entitled to (replacement) access to a different Event.

### **5.4 Liability of Stichting Cpunt**

The customer enters the location where the event takes place and attends the event at his own risk in the sense that Stichting Cpunt is not liable for damage that arises as a result of the aforementioned entry or attendance, including damage to hearing, vision and other physical disorders and/or injury, with the exception of intent or willful recklessness on the part of Stichting Cpunt.

In addition to Article 6:75 of the Dutch Civil Code, Stichting Cpunt is not liable for damage sustained by the Visitor, including refund of the ticket and/or other costs, which arose as a result of force majeure on the part of the Stage. Force majeure is defined as any circumstance beyond the Stage's control, including in the event it was foreseen as a possibility at the time of the conclusion of the agreement, which prevents performance of the agreement permanently or temporarily and, insofar as not already included therein, fire, strikes, weather conditions, measures imposed by the government in order to prevent the spread of diseases, terrorist threats and breakdowns.



Stichting Cpunt is only liable for direct damage sustained by the customer directly and exclusively as the consequence of a failure attributable to Stichting Cpunt. However, only the damage for which Stichting Cpunt is insured qualifies for compensation and in such cases only up to the amount that is paid out by the insurer. The liability of Stichting Cpunt is excluded and therefore does not qualify for compensation:

- a) damage resulting from the conduct of third parties, including the hirers of (spaces in or parts of) the location where the event takes place and the persons engaged by these third parties;
- b) damage resulting from a failure to comply with instructions issued by officers of Stichting Cpunt and failure to comply with the house rules;
- c) Stichting Cpunt will endeavor to ensure that the program is carried out in accordance with the announced time schedule as much as possible. However, it is not liable for deviations therefrom nor for (possible) damage that may arise therefrom for the customer and/or third parties.
- d) Nor is Stichting Cpunt liable for the content or manner (quality) of the performance of the event program, which expressly includes the length of the program. Stichting Cpunt is also not liable for changes to the program of an event.
- e) Stichting Cpunt is not liable either for damage sustained by the customer that arises as a result of the loss of or damage to the ticket.

## **Article 6: Conditions for the use of the Stichting Cpunt cloakroom**

Stichting Cpunt may require the Visitor to use a locker or to hand over coats, bags and/or large objects at the cloakroom. This includes and is not limited to: suitcases, pushchairs, wheelchairs, umbrellas, helmets, motorcycle suits, walkers, booster seats, and suchlike.

In the event Stichting Cpunt makes a cloakroom available, Stichting Cpunt will have the right to refuse acceptance of items being handed over to the cloakroom, including objects that are too large in Stichting Cpunt's exclusive opinion.

Stichting Cpunt may demand payment for the use of the cloakroom or a locker.

Stichting Cpunt does not intend to conclude a custody agreement concerning objects, including their contents, with an (overall) value in excess of €150. Objects, including their contents, with an (overall) value in excess of €150 may not be handed over at the cloakroom. The person who uses the cloakroom guarantees that the value of an object to be handed over does not exceed € 150 and cannot and will not hold Stichting Cpunt liable for the loss or damage thereof for an amount exceeding €150.

Stichting Cpunt's liability is always limited to €150 for each item, including its contents, handed over to the cloakroom. Stichting Cpunt is not liable for damage other than damage to or in connection with the loss of the item itself and therefore not for indirect and/or consequential damage.

The customer who hands over an item to the cloakroom indemnifies Stichting Cpunt against damage caused by the item handed over or its contents.

Items that have been handed over are kept by Stichting Cpunt exclusively for the duration of the event in question. The customer is obliged to collect the items handed over at the cloakroom from Stichting Cpunt before he leaves the location where the event is being held, failing which Stichting Cpunt will have the right not to return the item. Any custody agreement ends at the moment the location closes after the item having been placed in Stichting Cpunt's custody.

## **Article 7: Personal data and privacy**

For more information about how Cpunt handles the processing of personal data, we would like to refer the visitor to our privacy statement.

## **Article 8: Changes to the General Terms and Conditions Ticket sales and events**

Stichting Cpunt has the right to change the General Visitor Conditions unilaterally. If it does so, Stichting Cpunt will inform the Visitor of the changes in time. If the Visitor is a natural person who does not act in the conduct of a profession or business and the change means that a performance is delivered to the Visitor that deviates from the original performance in a material sense, the customer in question will have the right to dissolve the agreement effective as from the date the amended General Visitor Conditions enter into effect.

## **Article 9: Final provisions**

The nullity of a provision of these General Visitor Conditions does not affect the validity of the other provisions.

These General Visitor Conditions and the agreement between the Visitor and Stichting Cpunt are governed by Dutch law.

All disputes that arise from the agreement between the Visitor and Stichting Cpunt are settled exclusively by the competent court in the place where Stichting Cpunt has its registered office, unless the law expressly provides otherwise.