[NL] Actor Allowed to Appear in Rival Broadcasting Company's Television Series

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In a legal action between the broadcasting company, RTL/De Holland Media Groep S.A. (RTL/HMG), on one side and a Dutch actor and the production company, Endemol, on the other, the District Court of Amsterdam ruled on 11 April 2002 that an actor, contractually bound to RTL/HMG, was not in breach of contract for starring in a drama series of a rival television station. Additionally, the Court found that Endemol, the producer of the series, had not acted unlawfully towards RTL/HMG by creating a series featuring the actor in question.

Two contracts existed between RTL/HMG and the actor: one contract from 1995 to 1999 and a new contract from 1999 to the present. In the contract for 1995-1999, exclusivity for the performances of the actor, which consisted of acting in television series and presenting game shows, was stated to be in favour of RTL/HMG. In exchange for this exclusivity, the actor would be paid a sum of 120,000 Euro every year, and this payment would also be made regardless of whether or not RTL/HMG actually required the actor to act in a series or present a game show.

In the new contract, changes were made with regard to the exclusivity clause: it was retained for presenting game shows, but as for acting in television series, RTL/HMG and the actor himself agreed that the actor should, in principle, be free to act in other drama series. The only restriction made was that the actor, by appearing in another series, should not damage the interests of RTL/HMG.

RTL/HMG submitted that participation by the actor in a series produced by another company could damage their interests as he representeds significant goodwill and related commercial income, which would be lost if he were to appear in a series of a rival company.

The District Court rejected this argument and stated that it was not likely that the actor, by starring in a television series of another station, would cause any loss of goodwill for RTL/HMG. It could equally be said, the Court held, that the actor's popularity would benefit from the appearances in the television series, which would reflect positively on RTL/HMG.

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http://www.rechtspraak.nl/uitspraak/frameset.asp?ui_id=33007

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