



General Terms and Conditions VdH Music Manager (bookings)

0. English translation

These General Terms and Conditions are a translation of the Dutch language General Terms and Conditions (in Dutch: 'Algemene Voorwaarden'). In the event of contradictions and/or ambiguities between the Dutch and English General Terms and Conditions, the Dutch version prevails.

1. Definitions

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

- 1.1 Artist: the (professional) practitioner in the field of performing arts (such as, for example, a singer, musician, performer, band or other performing artist) and/or the person providing technical, production or artistic assistance to such (professional) practitioner, whether or not operating collectively in a band, which effectively performs the performance and for which the Booking Agent mediates in the realization of agreements to provide one or more performances..
- 1.2 Booking Agent: VdH Music Manager.
- 1.3 Consumer: the natural person not acting in the exercise of his profession or business.
- 1.4 Event: an event/festival/venue of which the Performance is a part of;
- 1.5 Proposal: any non-binding written offer to issue an Assignment.
- 1.6 Principal: the Consumer or legal entity that has issued an Assignment to the Contractor or the Booking Agent herself when she acts as Principal.
- 1.7 Contractor: the Consumer or legal entity that has received an Order from the Principal. The Agreement will specify whether the Contractor is the Booking Agent or the Artist itself, in which case the Booking Agent will act as the Artist's representative.
- 1.8 Assignment: the work specified in the Agreement.
- 1.9 Performance: the Artist's artistic achievement, possibly as part of an Event.
- 1.10 Agreement: the Agreement reached between the Parties, relating to the Order issued including annexes to the Agreement including the Rider.
- 1.11 Parties: Principal and Contractor collectively.
- 1.12 Rider: an appendix to the Agreement containing special additional provisions relating to, among others, facilities to be made available to the Artist by the Principal. The provisions in the Rider belong to and form a part of the Agreement.
- 1.13 Prices: wage, remuneration, fee or otherwise stated payment for the Assignment given.
- 1.14 Written: in writing, printed or by e-mail or other digital form.

2. General

- 2.1. These General Terms and Conditions apply to all Agreements between Parties and to all Agreements resulting from them if this is determined in the Agreement.
- 2.2. Deviations from and additions to the General Terms and Conditions and/or the Agreement are only valid if agreed in writing.
- 2.3. If the Agreement contains provisions that deviate from these General Terms and Conditions, the provisions in the Agreement prevail. In case of contradictions between the Agreement agreed between the Parties and an annex to the Agreement (including the Rider), the Agreement prevails.
- 2.4. If any of these terms and conditions are found to be void or in violation of the law, all other terms and conditions shall continue to apply to the Agreement.
- 2.5. The Contractor expressly rejects the applicability of any General Terms and Conditions of the Principal, unless otherwise agreed.
- 2.6. The Booking Agent is authorised to unilaterally modify these General Terms and Conditions. If the General Terms and Conditions are modified, the Booking Agent shall notify the Principal in writing no later than one month prior to the time of modification. If the Principal is a Consumer and the modification results in the Customer being provided with a performance that differs substantially from the agreed performance, the Principal is authorised to terminate the agreement from the date on which the modified conditions take effect. The Booking Agent does not have to notify the Principal in writing of a modification that is merely linguistic or that has no or minimal impact on the fulfilment of the Agreement.
- 2.7. Provisions in the Agreement and/or these General Terms and Conditions remain in force if explicitly agreed and/or if by their nature they should remain in force.

3. Conclusion of Agreements

- 3.1. All offers, including in a Proposal, are provided in writing and are without obligation.
- 3.2. Unless the Proposal states otherwise, the Proposal is valid for 7 (seven) days.
- 3.3. The Agreement is concluded:
 - a. after both Parties have signed the Agreement; or;
 - b. after the Principal has returned the signed written Order Confirmation or has otherwise confirmed in writing (including by e-mail) to agree to the Agreement; or
 - c. as soon as the Contractor has started executing the Assignment.
- 3.4. Principal is obligated to provide all information relevant to the conclusion and execution of the Agreement and to supply this information accurately and correctly to enable Contractor to make an appropriate offer for the Assignment. If this is not the case, Contractor is authorised to dissolve the Agreement and Principal is obligated to compensate any damage resulting from this.

4. Prices

- 4.1. The prices for the Assignment are the prices as stated in the Agreement, unless otherwise agreed.
- 4.2. All prices are in Euros, exclusive of turnover tax, other government charges and fees payable to rights organizations, such as Buma/Stemra and Sena, unless explicitly stated otherwise.
- 4.3. The price stated in the Agreement, or a percentage of the ticket sales based on the number of visitors, is based on the stated venue capacity, ticket prices and cost estimate. At the Contractor's first request, the Principal must prove the accuracy of the information communicated by means of relevant documentation.
- 4.4. If there is any compensation in kind that must be arranged by the Principal (e.g. hotel accommodation, food, drinks, guest list), this is stated separately in the Agreement.

5. Invoicing and payment

- 5.1. Payments are made no later than thirty (30) days before the agreed date of the Performance, unless the Agreement or invoice states otherwise. Principal, not being a Consumer, is not entitled to suspension, deduction or set off.
- 5.2. If the invoice is not paid on time, Principal is in default by law. From the date that Principal is in default, all judicial and extrajudicial costs that Contractor incurs are for Principal's expense. If Principal is a Consumer, the extrajudicial collection costs will be calculated in accordance with the graduated scale mentioned in the Dutch Extrajudicial Collection Costs Act ('Wet normering buitengerechtelijke incassokosten').
- 5.3. If the Agreement is concluded with several Principals, the Principals are jointly and separately liable for the full payment of the amount due under the Agreement.
- 5.4. The Contractor is, in addition to cancelling the Performance / dissolving the Agreement, also entitled to suspend the execution of the Assignment if a payment term set for the Principal has expired until payment has been made or proper assurance thereof has been provided. The same applies if the Contractor may presume from any communication or conduct of the Principal that payment will not be forthcoming and/or if Contractor has reasonable grounds to doubt Principal's creditworthiness.
- 5.5. In the event of bankruptcy, repossession, suspension of payments, application of the Dutch Bankruptcy Insurance Act (Wsnj) or placement under guardianship of the Principal, and in the event of a shutdown or liquidation of the Principal's business, the Contractor's entitlements will become immediately due and payable and the Contractor has the right to suspend the fulfilment of its obligations under the Agreement.

6. Obligations

- 6.1. Principal will ensure that the Booking Agent receives in writing all information necessary for the performance, such as a script or description of the Event of which the Artist's performance is a part, the time schedule, directions, name and telephone number of the contact person on site and other information necessary for the performance, no later than two (2) weeks before the Artist's performance.
- 6.2. Principal is obligated to have all permits required for the activities of Principal in relation to the execution of the Assignment by the Contractor and the use of what the Contractor supplies. Principal will allow the Contractor to inspect the aforementioned licences and all (additional) licence conditions on demand and/or provide the Contractor with a copy thereof.
- 6.3. The Principal is obligated to take care of the licence(s) required under any intellectual property right and to transfer rights, including to Buma/Stemra with regard to music rights and to Sena with regard to neighbouring rights (and/or other foreign collective management organisation). The costs thereof shall be borne by the Principal, unless otherwise agreed in writing.
- 6.4. Principal guarantees that he acts as organiser of the Artist's Performance or has the authority to conclude the Agreement on behalf of the organiser of the Performance.
- 6.5. The Principal is obligated to observe all safety and working conditions regulations in connection with the Performance and all related matters.
- 6.6. Principal is obligated to fully comply with the Rider(s) in connection with the Artist's Performance, at its own expense and risk and at no further cost to the Contractor.
- 6.7. Principal shall adequately and properly insure the Performance and the Event, including the fee agreed for the Performance, against risks including liability, accidents and cancellation (expenses) and shall present the insurance policy upon request by the Booking Agent. Accordingly, the Principal guarantees that, in regard to any cancellation of the agreed Performance, irrespective of the reason(s) and cause(s) for such cancellation, including all forms of force majeure, he has taken out or will take out adequate insurance to cover such risks, so the Principal will be able to meet his payment obligation to the Artist and the Booking Agent for the wage laid down in the Agreement.
- 6.8. If Principal fails to fulfil any obligation, as described above, or fails to fulfil it properly, Principal shall be in default and Contractor shall be entitled to terminate the Agreement with immediate effect and to immediately terminate or suspend its work or services, without prejudice to Principal's obligation to pay to Contractor in full the agreed remuneration and damages of Contractor.

7. Miscellaneous

- 7.1. The Principal declares to be fully aware of the nature of the Performance to be provided by the Artist and the Principal accepts that the content of the performance and its presentation shall be entirely determined by the Artist.
- 7.2. The Principal has the right to use the Artist's name, logo, photos and videos and biographical information in the context of the fulfilment of the Agreement for the promotion of the Performance.
- 7.3. The Artist may produce the sound volume he deems necessary in the best interest of the Performance. If the applicable permits contain articles on sound restriction, the Principal must notify the Booking Agent of this in writing in good time, if possible at the time of issuing the Order. Principal shall undertake efforts to arrange for an exemption from said sound restriction if necessary for the Performance.
- 7.4. The Principal declares that the Artist's Performance takes place entirely at the Principal's expense and risk.
- 7.5. Should there be any object of copyright or other intellectual property rights as a result of the execution of the Agreement, the intellectual property rights will not belong to the Principal, but to the Artist or a third party on whose behalf the Artist acts.
- 7.6. If the Principal wishes to make photographs, sound recordings and/or video recordings of the Performance or to have these made, the Contractor's permission is required in advance. In the event that the Principal has made photographic, sound and/or visual recordings of the Artist or has had such recordings made, the Principal shall, at the Contractor's request, provide the Contractor with a copy of the recordings free of charge, which recordings may be used for promotional purposes. The Principal shall take all necessary measures to prevent third parties from making such recordings without permission. This obligation does not apply to visitors who take photographs and/or recordings in a non-professional manner (e.g. by means of a mobile phone).
- 7.7. The Artist is entitled to sell merchandise (such as, for example, sound carriers, T-shirts, posters/photos/cards, products with the Artist's logo) at the location of the Performance. The Principal will make a place/space available to the Artist for this purpose. The Principal is not entitled to (part of) the proceeds of such sales unless this is explicitly stipulated in the Agreement.
- 7.8. The Artist (and if applicable any band member of Artist) may bring a minimum of 2 guests per person to the Performance to be placed on a guest list irrespective of whether the Performance is sold out or full. Tickets for admission to the Performance will be issued to the Artist by the Principal for the guests placed on the guest list upon request and at no cost.
- 7.9. The Artist's Performance may only be sponsored or linked to a product or company with the written consent of the Contractor. The Artist is not obligated to make any promotional Performance or interview unless prior written consent has been granted by the Contractor.

8. Change, cancellation and rescheduling

- 8.1. If Principal, after the Agreement is established but before the Order is actually executed, wishes to make changes to the Agreement regarding the (execution of the) Order, Principal is obligated to notify the Booking Agent of these changes in writing. The changes shall not take effect until they have been accepted in writing by the Contractor. Any costs for these changes are at the expense of Principal.
- 8.2. If, during the actual execution of the Order, Principal wishes to make changes to the Agreement with regard to the (execution of the) Order, this can only be done by a person authorised to represent Principal or whom Contractor could assume to have the authority to represent the Principal. The changes are only in effect once they have been accepted by the Contractor. Any costs for these amendments are at the expense of Principal.
- 8.3. Principal is entitled to cancel the Agreement. In that case, however, Principal is obligated to pay 100% of the Contract price. If the Principal is a Consumer, as a result of the cancellation the Principal must compensate the loss (including costs incurred) and loss of profit suffered by the Contractor. This compensation is due immediately.
- 8.4. The Contractor has the right to cancel the Performance or, in consultation with the Principal, reschedule the Performance to another date, if, on the day of the Performance, the Artist has radio, television, film or sound recordings, or if the Artist is abroad as a result of contractual obligations for a foreign tour, if and to the extent that these activities were not known at the time of entering into the agreement, without the Contractor being liable to pay damages to the Principal in that case.

9. Liability

- 9.1. The Principal is fully liable for all damage caused, before, during or after the Performance, to sound, lighting systems and other equipment and/or property, including instruments of the Artist, his band members and/or his employees that are present in the Venue and/or (dressing) room, caused by, but not limited to, any act or omission on the part of the Principal, his staff, the audience present at the Performance or power failures, leakage, etc. Principal is further liable for damage to and/or loss of items made available to Principal by Booking Agent, Artist and/or third parties engaged by him. The Principal shall thus also be liable for damage to and/or loss of items made available to the Principal by the Artist that are used during the performance. If the Principal transfers certain obligations relating to the performance of the Agreement to third parties or has them carry out by third parties, the Principal will remain primarily responsible. Any damage or loss shall be compensated by the Principal at the Contractor's request within two months of the Performance at the assessed value.
- 9.2. Contractor is not liable for any damage or injury, including hearing damage caused by or on account of the Performance or Principal, its employees or contractors, the audience or Artist and his crew. Principal shall indemnify Contractor against third-party claims in this respect and shall reimburse Contractor for any loss or damage, including the costs of legal assistance, incurred as a result of such claims.

- 9.3. The Contractor is only liable for the Principal's direct damage as a result of a serious attributable failure in the execution of the Agreement provided that the damage is not due to the Principal's actions.
- 9.4. In case the Contractor is insured for liability, the total liability is limited to the amount to be paid out by the insurance company minus the Contractor's deductible.
- 9.5. If the Contractor is not insured for liability or if the insurance of the Contractor does not pay out, the total liability of the Contractor is limited to compensation of a maximum of the invoice value of the performance that gave cause for the damage.
- 9.6. Liability only arises if the Principal gives the Contractor written notice of default with a reasonable deadline to still fulfil the agreed obligations and the Contractor remains in default even after that deadline.
- 9.7. Without limiting the stipulations of Article 6:89 of the Dutch Civil Code, a claim for damages will lapse if it is not made known to the Contractor within six months after the facts on which the claim is based were known to the Principal or could reasonably have been known by the Principal. In case the Principal is a Consumer a maximum period of one year applies.
- 9.8. Liability for indirect damage, including consequential damage, loss of income, losses suffered, lost profit and assignments, stagnation and corporate damage is excluded.
- 9.9. The Contractor is not liable for damage, of whatever nature, caused by untimely, incorrect, faulty and/or incomplete data and/or materials provided by or on behalf of Principal. Principal indemnifies the Contractor in this respect.
- 9.10. The Contractor shall exercise due care when hiring third parties. The Contractor is not liable for any damage suffered by the Principal caused by any errors or shortcomings of these third parties. In such a case, Principal is obligated to hold the hired third parties liable himself and to recover any damage suffered from these third parties.

10. Force majeure

- 10.1. Force majeure exists if the Contractor is prevented from fulfilling the obligations under the Agreement as a result of circumstances that arose through no fault or risk of the Contractor. Situations involving force majeure include, but are not limited to:
 - a. Death or incapacity due to illness or an accident of the Artist or of one or more key band or crew members;
 - b. Serious illness or accident or death of the Artist's partner, the Artist's (connected) family members or close friends/acquaintances of the Artist or one or more key band or crew members;
 - c. Circumstances as a result of which the Artist cannot be at the venue of the Event/Performance or cannot be there in a responsible manner (e.g. extreme weather conditions, transport problems, import, export and/or transit bans, government measures and advisories, terrorism, war, pandemic, epidemic, strikes, riots and/or a threat of these circumstances);
 - d. Temporary or permanent break-up of (the group of) the Artist;
 - e. Problems with and/or damage to the Artist's instruments and equipment that cannot be resolved in time and as a result of which the Artist cannot perform or cannot deliver the quality that may be expected from the Artist;

- f. non-compliance by suppliers, subcontractors or any other third parties involved in the performance of the Contract that have been hired (in)directly by the Artist;
 - g. Any act or omission by the operator of the venue where the Artist will perform that prevents the Contractor from fulfilling its obligations (on time).
- 10.2. As soon as a circumstance as mentioned in section 1 of this article occurs or threatens to occur, the Contractor will inform the Principal about this as soon as possible, but no later than 72 hours, stating the expected consequences of that circumstance for the fulfilment of its obligations.
- 10.3. In the event of force majeure, the Contractor has the right to cancel the Performance or, in consultation with the Principal, to reschedule the Performance to another date without any obligation for the Contractor to pay compensation in that case. If no substitute date is agreed within three months, the agreement expires without mutual liability for damages.
- 10.4. If, upon the occurrence of the period of force majeure, the Contractor has already partially met its obligations under the Agreement or can only partially meet its obligations, it will be entitled to send a separate invoice for the part already delivered or the deliverable part, as the case may be, and the Principal is obligated to pay this invoice.

11. Consumer's right of withdrawal

- 11.1. A Consumer with whom an Agreement is entered into by means of distant communication, such as by telephone or through the internet (hereinafter: 'Distance Purchase'), has a cooling-off period of 14 (fourteen) calendar days within which he/she may revoke (dissolve) the Agreement, unless the right of revocation does not apply by law. After the expiration of the cooling-off period, the right of revocation no longer applies. The cooling-off period starts from the moment the Agreement is established.
- 11.2. Dissolution has the effect that the services ordered no longer need to be purchased, after which the Consumer will be refunded the amounts already paid (or part thereof if Contractor has already started carrying out the performance with the Consumer's consent).

12. Disputes, disclaimer and privacy statement

- 12.1. Dutch law applies to all Agreements.
- 12.2. The Disclaimer and the Privacy Statement as published on VdH Music Manager's website belong to and form part of these General Terms and Conditions.
- 12.3. The parties shall attempt to resolve disputes relating to these General Terms and Conditions and the underlying Agreement(s) between themselves primarily.
- 12.4. If the Parties cannot reach a joint agreement, the dispute will be settled by the competent judge in the Netherlands. Where possible, disputes will be submitted to the competent court in Breda, unless the Contractor, as claimant or applicant, chooses to submit the dispute to another court.