



## GENERAL PROVISIONS BOOKING CONTRACT

### **DEFINITIONS:**

In the general provisions, the following definitions will apply:

**AT Bookings:** the legal person with limited liability Het Boekingsburo.nl B.V., acting under the name AT Bookings.

**Client:** the party that gives the order to AT Bookings to deliver an artistic performance of an artist, as described in the agreement.

**Agreement:** an agreement made between AT Bookings and the Client, including the annexes and including the modifications that might be agreed after the closure, and the agreed less or more work.

**Party(ies):** Client or AT Bookings. When the concept is used in plural form, Client and Contractor are meant.

### **Article 1 Applicability of the general provisions**

- 1.1** These General Provisions apply to all offers and Agreements between AT Bookings and the Client, and on all other legal relations between AT Bookings and the Client.
- 1.2** Deviating provisions are only valid when these have been expressly agreed in writing in advance between the Client and AT Bookings.
- 1.3** The applicability of any purchasing and / or other conditions of the Client is expressly rejected. A single reference by the Client to the own terms and conditions or a standard clause on his letterhead or in the own terms and conditions of the Client with as content the exclusive functioning of the own terms and conditions is not sufficient for acceptance of the terms and conditions by AT Bookings.
- 1.4** Before the conclusion of the Agreement, the text of these General Provisions will be made available to the Client. If this is reasonably not possible, AT Bookings will, before the Agreement is concluded, indicate how the Terms and Conditions can be consulted at AT Bookings, and that these will, at the Client's request, be sent via email, as quickly as possible and without cost.
- 1.5** The Terms and Conditions are accessible for everyone and are included on the website [www.atbookings.com](http://www.atbookings.com).
- 1.6** AT Bookings will at all times be authorized to make changes or additions to these Terms and Conditions.
- 1.7** If one or more provisions of these Terms and Conditions would at any moment be annulled or declared void by a judge, then this does not affect the effect of the other provisions. In that case, the Parties will, instead of the void c.q. annullable provision, agree on a new provision that will correspond as much as possible with the intention of the Parties.

### **Article 2 Establishment of the agreement**



- 2.1** The price calculations and conditions that are included in the offer are only valid for the corresponding offer. When an offer has a limited period of validity or happens under different circumstances, then this will be mentioned explicitly in writing in the offer.
- 2.2** Offers from AT Bookings are based on the information that has been provided by the Client. The Client guarantees that he/she has provided all essential information for drafting, execution, and completion of the Agreement timely and truthfully to AT Bookings.
- 2.3** The offer contains a complete and detailed description of the offered services. The description is detailed enough to enable a proper evaluation of the proposal by the Client.
- 2.4** AT Bookings cannot be held to an offer if the Client can reasonably understand that (part of) the offer contains an obvious mistake or error.
- 2.5** A composed offer does not oblige AT Bookings to executing part of the proposal for an equal part of the quoted price.
- 2.6** Offers are not automatically valid for future orders.
- 2.7** If the Client accepts the offer, then AT Bookings will, immediately after receipt of the acceptance, record the offer in a written Agreement, and send this to the Client via email. The Client will make sure that the fully signed Agreement is delivered to AT Bookings within 14 days.
- 2.8** AT Bookings reserves the right, without giving any reason, not to accept the acceptance of an offer made by it, or to accept it only under additional conditions, including the condition of the signing of the Agreement by the Client within 14 days after receipt of the Agreement.
- 2.9** AT Bookings will record the Agreement with the Client in writing as quickly as possible and will deliver it to the Client. The Client will make sure that the fully signed Agreement is provided to AT Bookings within 14 days.
- 2.10** If AT Bookings does not receive the Agreement back from the Client within 14 days, AT Bookings is entitled to end the Agreement, without prejudice to the right to fulfillment, and without becoming liable for damages, if this is communicated in time to the Client.



### **Article 3 Payment**

- 3.1** Unless agreed otherwise between the Parties, the full payment of the invoice amount will be paid by the Client at the latest 21 days before the agreed performance date.
- 3.2** If the Client has not paid the full invoice amount within the term defined in paragraph 1 of this Article, the Client is legally in default. AT Bookings then is entitled to claim legal and extralegal compliance without further notice. AT Bookings is also entitled to annul the performance, without the Client being relieved from his obligation to pay the amount agreed before the performance, and without AT Bookings being obliged to pay any damages to the Client.
- 3.3** In case of incomplete or late payment, the Client will owe interests over every month equal to the legal, commercial interest, with part of a month calculated for a whole month, to be calculated from the initial date of expiry until the day of total fulfillment. In the case of a consumer purchase, instead of the legal, commercial interest, the legal interest will apply. From the moment the Client is in default, the Client is also bound to compensate all (extra)judicial costs and execution costs related to the collection of the open invoiced amounts, including fees for counsel, bailiffs, and collection agencies. The extralegal collection costs are fixed at 15% of the amount owed, with a minimum of 250 euros. In the case of a consumer purchase, the extrajudicial collection costs amount to 15% over open amounts until 2.500 euros, 10% over the next 2.500 euros, and 5% over the next 5.000 euros, with a minimum of 40 euros. The Client will also compensate all other reasonably made costs, such as, but not limited to, legal fees.
- 3.4** Every payment by the Client serves, if applicable, primarily to settle the interest, collection costs, and administration costs owed by the Client to AT Bookings, and subsequently to settle the open receivables in order of age.
- 3.5** The Client is never entitled to deduct any amount from the invoice amount through set-off, including discounts, advertisements, and/or counterclaims.
- 3.6** The value day indicated on the account statements of AT Bookings, on which a payment has been received will be the day on which the payment has been received.



#### **Article 4 Liability**

- 4.1** AT Bookings can never be held liable by the Client for damages of any nature and arisen by any cause in connection with this Agreement, except in the case of intent or gross negligence by AT Bookings.
- 4.2** AT Bookings will never be liable for indirect damage, including consequential damage, additional damage, lost profit, missed savings, and damage due to business interruption.
- 4.3** In case any liability should rest with AT Bookings, then this liability will be limited to the amount invoiced to the Client, at least to that part of the invoiced amount to which the liability relates, and insofar as the liability is related to direct damage.
- 4.4** Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these General Provisions, any reasonable expenses incurred to make the defective performance by AT Bookings comply with the Agreement, insofar as these can be attributed to AT Bookings, and reasonable expenses incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these General Provisions.
- 4.5** AT Bookings will not be liable for damage of any nature that arises because AT Bookings is based itself on incorrect and / or incomplete data provided by or on behalf of the Client.
- 4.6** AT Bookings is not liable towards the Client in case of loss or theft of money and/or goods belonging to the Client.
- 4.7** The Client is liable for damage to and/or loss of goods that were made available to the Client by AT Bookings and/or by third parties employed by it. The Client is also liable for damage to and / or loss of goods that were used during the artist's performance. If the Client transfers certain obligations under the execution of the Agreement and / or these General Provisions to third parties, the Client will remain primarily and severally responsible for the execution of the obligations entered into. The Client will provide these third parties with a copy of the Agreement and the General Provisions, including all related pieces and riders.
- 4.8** The liability of AT Bookings will, in any case, always be limited to the amount paid out by its insurer, if applicable.

#### **Article 5 Authority for termination and/or suspension**

- 5.1** Without prejudice to the provisions of these General Provisions, in case of default by the Client, AT Bookings can invoke all legal consequences associated with this under applicable law, including extrajudicial termination of the Agreement and / or suspension, and all claims of AT Bookings against the Client are immediately claimable in full. The Client is supposed to be in default in case:
  - a. The Client does not, not wholly or not timely respect the obligations as stated in these General Provisions (including, but not limited to, the articles Support Act, Information



provision / Contact Person, Security, and Payment) and the Agreement, or if AT Bookings has good reason to fear that the Client will fail in respecting these obligations.

- b. Upon concluding the Agreement, the Client has been required to guarantee the fulfillment of his/her obligations under the Agreement, and this guarantee is not provided or is insufficient.
- c. Of (a request for) liquidation of the Client, of suspension of payment granted to the Client, the Client has been declared bankrupt, the Law on Debt Restructuring for Natural Persons has been declared applicable to the Client, of guardianship of the Client, the Client wholly or partially loses the free disposal over his / her assets or revenues.

**5.2** If a case such as stated in paragraph 1 occurs, the claim on the Client is immediately claimable.

**5.3** If AT Bookings proceeds to suspension or termination, then it is in no way bound to compensation of any damage and/or costs to the Client.

**5.4** In the event that the Client does not, not wholly or not timely fulfill its obligations as set out in these General Provisions (including but not limited to the Articles Support Act, Information Provision / Contact Person, Security and Payment) and the Agreement, and as a result of this shortcoming the performance cannot start within 1 (one) hour after the agreed time of the performance, AT Bookings is entitled to cancel the performance without relieving the Client of his obligation to pay the amount agreed for the performance.

**5.5** The Client can only terminate the Agreement prematurely for serious and properly specified reasons in writing by registered letter. In this case, the Client will owe the following cancellation fee to AT Bookings:

- In case of cancellation until 3 months prior: the Client will owe a cancellation fee of 50% of the agreed amount for the performance.
- In case of cancellation less than 3 months prior: the Client will owe a cancellation fee of 100% of the agreed amount for the performance.

## **Article 6 Force majeure**

**6.1** Only the following unforeseen circumstances will apply as force majeure for the Parties:

- An unforeseeable government order, other than as a result of not obtaining permits.
- Incapacity for work, as a result of illness or accident of the artist or one or more of the artist's band members.
- Circumstances because of which the artist cannot get to the location of the performance in time (e.g., in case of extreme weather conditions), and/or because of which the performance cannot take place in a responsible way.

**6.2** In case of a situation of force majeure, the Parties are entitled to dissolve the Agreement by written notice to the other Party.

**6.3** Not obtaining permits or waivers from the Client's side does not constitute force majeure.

If upon the commencement of the force majeure, AT Bookings has already partially complied with its obligations, or can only partially comply with its obligations, it is entitled to invoice the already delivered c.q. deliverable part separately, and the Client is bound to pay this invoice as if it would concern a separate agreement.

## **Article 7 Radio / TV appearances / Exterior**

**7.1** AT Bookings is entitled to cancel the contracted performance until 15 days before the planned performance date, without being obliged to any compensation or remuneration towards the Client, if on the day of the performance the artist needs to make radio, tv and / or sound recordings, provided that these activities were not known at the time of conclusion of the Agreement.

**7.2** AT Bookings is entitled to cancel the contracted performance until 15 days before the planned performance date, without being obliged to any compensation or remuneration towards the Client, if the artist needs to travel abroad because of contractual obligations, provided that these activities were not known at the time of conclusion of the Agreement.

**7.3** AT Bookings is entitled to cancel the contracted performance until 15 days before the planned performance date, without being obliged to any compensation or remuneration towards the Client, if the artist needs to comply with contractual obligations towards a sponsor of the artist, provided that these activities were not known at the time of conclusion of the Agreement.

**7.4** In such a situation, the Client is entitled to a replacement performance by the artist on a different date and under the same conditions.



### **Article 8 Support Act**

**8.1** The Client will propose a Support Act to AT Bookings, if applicable, always 4 (four) weeks before the performance date, if this Support Act is not provided by AT Bookings. The Support Act will use its own backline. The Main Act's backline will not be moved. The Support Act will play no longer than 45 minutes unless written authorization has been granted by AT Bookings. If a Support Act proposed by the Client uses the Main Act's light and sound installation, 300 euros (excluding VAT) will be charged to the Client per Support Act. Article 3 ("Payment") will apply accordingly to all costs resulting from this Article.

### **Article 9 Information on provision, contact person, rider agreements.**

- 9.1** The Client will present the production times, such as building times of podium, PA, light, backline, etc. (if applicable), as well as the soundcheck times, in time (i.e., at the latest 14 days before the performance) to AT Bookings. The final times will be confirmed by AT Bookings by means of an itinerary. This itinerary will be sent at least seven days before the performance. The Client will send a route description to and from the location of the performance. This route description will be sent back by the Client at the latest together with the signed agreement (see Article 2).
- 9.2** From the arrival until the departure of the artist on the day of the performance, a contact person needs to be present on behalf of the Client who is fully aware of all matters (related to the performance).
- 9.3** The Client declares being aware of the artist's performances and acknowledges that the composition of the performance and its presentation will only be determined by the artist.
- 9.4** The artist is entitled to play music (the artist has brought) over the PA system from half an hour before the performance, as well as until half an hour after it.
- 9.5** The catering for the artist and his / her crew must comply with the requests as defined in the catering rider that is annexed to the Agreement. This rider is an integral part of the Agreement.
- 9.6** The light and sound levels of the performance must comply with the quality requirements as defined in the technical rider that is annexed to the Agreement. This rider is an integral part of the Agreement.
- 9.7** During the soundcheck, no public (except personnel of the location and organizer) can be present.
- 9.8** Before, during, and after the performance, the podium must be easily reachable for loading and unloading. This means there is a paved surface or that there are iron sheets until ten meters walking distance from the podium.
- 9.9** The Client guarantees that the artist's performance that is the subject of the Agreement will not be sponsored or be linked to a product or organization without written permission from AT Bookings. The Parties also agree that the Client cannot and will not



oblige the artist to any promotional show or interview without prior consultation and written permission of the artist and AT Bookings.

### **Article 10 Security**

- 10.1** The Client will take care of the placement of sturdy barriers and/or similar means to keep the public at a distance over the full width of the podium, 6 barriers around the mixing panels at a minimum of 50 cm from the podium or from the equipment, and - if present - around the merchandising stand. Barriers and/or similar means in front of the podium will be equipped with sturdy spacers or will be aligned, such as to keep them from shifting. Any damage to equipment, instruments and other property of the artist or material rented by the artist, caused by third parties, including the public, the Client or his personnel, is at the Client's charge. In case of damage to equipment rented by the artist, the Client will be held directly liable by the rental company. The Client needs to ensure that the artist can perform in a responsible way and under safe conditions. This means, in any case: adequate protection to protect the artist, the equipment, and the instruments.
- 10.2** If, during the performance, objects (including drinks) are thrown to the artist or the crew and the security that is present does not or not adequately react to this, then the artist reserves the right to temporarily or permanently stop the performance. This is without prejudice to the contractual obligations of the Client. More specifically, the Client will remain bound to pay in full the contractually agreed fee for the performance. This is also valid for other situations where the artist is hindered from continuing the performance, and the cause for this is not due to the artist.
- 10.3** The Client commits to the correct payment to BUMA/STEMRA concerning the exploitation of copyrights unless the Client pays this fee directly to AT Bookings. The Client commits to the correct payment to SENA with regard to the exploitation of neighboring rights.
- 10.4** If the Client wishes to make audio and/or video recordings of the performance, prior written permission of AT Bookings is necessary. If the Client has made audio and/or video recordings of the artist with the written permission referred to in the previous sentence, the Client will provide AT Bookings at its request with a free copy of the recordings. These recordings can be used by AT Bookings for promotional purposes without owing any form of compensation to the Client for this.





### **Article 11 Privacy**

**11.1** The Contractor will only process the (personal) data of the Client, if this is a client, under its privacy policy. This policy complies with applicable legislation and regulation and is defined in a privacy statement published on the website of AT Bookings.

### **Article 12 Disputes**

**12.1** Dutch law exclusively applies to the Agreement, as well as on the agreements and other legal actions resulting from it or related to it, including the General Provisions.

**12.2** All disputes, including those that are seen as such by only one Party, and that resulting from or are related to (the execution of) this Agreement, and/ or the resulting or related agreements, including other legal actions, and that cannot be solved amicably, will be submitted to the competent judge in the district where AT Bookings is located, "unless AT Bookings appoints the courts of the district of the Client, or when another judge has mandatorily been declared competent.