



# General Terms and Conditions

## Article I: Definitions

1.1 In these general terms and conditions of sale and delivery, the following terms (if written with a capital letter) are defined as:

**Artist:** A (professional) practitioner in the field of art, entertainment, sports, and / or media (such as, but not exclusively, an artist, musician, presenter, (TV-) personality) and / or the person who provides technical, production or artistic assistance to this (professional) practitioner

**Booking:** The contracting of one or more Artists in the context of an Assignment;

**Consumer:** the natural person who does not act in the exercise of his profession or company;

**Client:** the Consumer or the person who provides the assignment to Beste Bands;

**Contractor:** Beste Bands, the legal entity established in Amsterdam, also acting under the name Eventfabriek and user of these Terms and Conditions;

**Assignment:** A task given by a Client to Beste Bands which, for example but not exclusively, relates to:

- (1) The organization of performances, shows, presentations, concerts, events, scripts, films, festivities, photo shoots, TV and / or theatre shows and / or parts thereof contributing to this;
- (2) Arranging Bookings, whether or not in the context of the above;
- (3) Providing consultancy services;
- (4) Creation of a production or contributing to a production
- (5) Hiring and / or loaning of movable property;
- (6) Providing services in connection with (artist) management, sponsoring, acting, productions and / or (artistic) productions of third parties.

**Agreement:** arrangement concluded between the Client and Beste Bands which relates to the Assignment given to Beste Bands;

**Supplier:** the person (s) who, directly or indirectly, employed by Beste Bands to perform services in connection with an assignment in the broadest sense of the word, such as room renting, transport, decoration, light, sound, catering and, among other things security;

**Production:** every creation made by or on behalf of Beste Bands (whether or not moving) image and / or sound and / or any other form of information in the context of a given assignment.

**Rider (s):** special additional provisions of which are inseparable from the agreement between the client and the artist.

**Parties:** Beste Bands and the Client.

**Conditions:** this general terms and conditions.



## Article 2: Application

- 2.1. These general terms and conditions apply to all offers from Beste Bands, as well as to all Agreements concluded with other parties. In respect of these general delivery conditions, deviating stipulations, even if these are included in the contractual party's General Terms and Conditions, do not legally bind Beste Bands, unless they are explicitly accepted by Beste Bands in writing.
- 2.2. Deviations from these general terms and conditions are only binding if Beste Bands has explicitly agreed to this in writing. Deviations expressly accepted in writing by Beste Bands only relate to the specific Agreement for which Beste Bands has accepted the deviation.
- 2.3. These conditions are delivered by Beste Bands during offer confirmation and after digital booking through e-mail in the form of a pdf file. These conditions are also available on the internet at [www.bestebands.nl](http://www.bestebands.nl).

## Article 3: Formation

- 3.1. All offers by Beste Bands both in writing and verbally are always without acceptance obligation. After acceptance of the Assignment by Beste Bands, the Agreement with the Counter Party will be established in writing by e-mail and sent as soon as possible. The Counter Party has the right to cancel (in writing) within 14 calendar days (cooling-off period). If the Counter Party does not do so within 14 calendar days after receiving the electronic confirmation by e-mail, the Agreement is binding. Beste Bands can also decide to send a confirmation of the Agreement by post. In this case the electronic confirmation is still binding. The confirmation by post only acts as a supplement to the electronic agreement.
- 3.2. If an Agreement is concluded within one month before the execution date, the aforementioned cooling down period, (the right of cancellation), is not applicable.
- 3.3. In the event of a cancellation after the cooling-off period, the Agreement is binding, and the cancellation conditions mentioned in these terms and conditions are applicable.
- 3.4. The parties acknowledge electronic communication, and its validity and legal effect cannot be denied on the basis that the communication is electronic.
- 3.5. E-mail messages are deemed to have been received if they are accessible to the other party and are understood to be received the moment they are received through their mailbox.
- 3.6. According to European regulations, an Agreement (booking or purchase) concluded via electronic means (read via internet and / or e-mail) concludes a valid Agreement (purchase) on which the agreed payment must follow.
- 3.7. Additional work is charged separately. Additional work is calculated based on the conditions set at the conclusion of the Agreement. Less work is only established if the parties come to an agreement in advance and in writing.
- 3.8. Parties agree that Agreements established via electronic means are legally binding between parties and that transmitted information via electronic can be used during any legal proceedings as compelling evidence to prove the existence of agreements between the parties, unless counter evidence is presented by one of the parties which establishes the proof is not reliable. In case of a conflict concerning the content, form or send /time of receipt of electronic messages sent by the parties, or the by information entered or left by a



website and the content, form or transmission /reception time of a message received by Beste Bands or received via the site information, relevant information as recorded in the administration and / or electronic databases of Beste Bands will be used as compelling evidence in any legal proceedings, unless the counterparty can provide evidence that this information is not reliable.

- 3.9. Information, images, communications (verbally, by telephone or by e-mail) and tasks etc. regarding all offers and the main features of the products are described as accurately as possible. Beste Bands does not guarantee however, that all offers and products are accurate with the information provided. Deviations can in principle not be a reason for compensation and / or dissolution.

#### **Article 4: Materials and digital information**

- 4.1. All materials and digital information relating to the Agreement and in the framework thereof will be made available by Beste Bands at initial request from the Client to whom these are transferred, but only after the Client has fulfilled all its obligations towards Beste Bands. The costs for the data transfer are at the expense of the Client.
- 4.2. Beste Bands treats the Data of the Client with strict confidence. It is not made available to third parties, unless Beste Bands is legally obliged to do so, or if it is necessary for the delivery of services. Client data held by Beste Bands is recorded in a file. If the buyer makes an order via the website, Beste Bands registers the Client orders under its name. The data of the Client will not be shared with third parties or otherwise made available, unless this is necessary to execute the assignment from the Client.

#### **Article 5: Option**

- 5.1. The Client has the option to place a reservation in context of an Assignment and for an Artist on a date placed on the website of Beste Bands. This reservation means that a Client, without any further obligation, for a period of fourteen (14) days holds the right to book the Artist for the chosen date. At the request of the client and in consultation with Beste Bands the reservation term can be extended.
- 5.2. If a third party wishes to place a reservation on the same date as the Client, then the client will receive 48 hours to exercise his right to reserve first. The Client will be notified by e-mail or telephone. If the Client does not do so within 48 hours, his first booking right will expire.
- 5.3. Reservations are made subject to the availability of Artist. Beste Bands has the right to offer a similar Artist instead of the chosen Artist to withdraw the option. The availabilities are shown on the website of Bestebands.nl, on which no rights can be reserved. The availability is always subject to change.
- 5.4. The acceptance of the Assignment of the Client as mentioned in paragraph 3.1 is deemed to have been made in one of the following circumstances: - if the potential client has assigned an employee of Beste Bands for this purpose, either orally, by e-mail or in writing.



## **Article 6: Provisions regarding the assignment**

- 6.1. The Client declares, by entering into the Agreement with the contractor, to be fully acquainted with the performance of the Artist and / or the Supplier, as well as the performance in terms of type and / or nature of the performance.
- 6.2. The Artist is obliged to be present well in advance, with all matters that are necessary for the Assignment, unless it is agreed in writing that certain tasks or materials needed for the Assignment are delivered by the client or contractor.
- 6.3. The Artist has the right to produce the sound volume that is customary for the performance. The use of a so-called sound limiter / limiter is not permitted, unless otherwise agreed upon in writing. If at the time of the performance it appears that an acoustic limiter / limiter is present, without prior consultation and coordination, the Artist retains the right not to proceed the performance.
- 6.4. The Artist reserves the right to work with a change in staffing regardless of the reason for the change, whereby the quality of the service provided by Artist is guaranteed.
- 6.5. The Artist will, if the Artist is prevented by illness and / or other unforeseen circumstances to act with a personnel replacement, in accordance with Article 6.4.
- 6.6. The Client will inform the Artist of any diversions, road closures and / or closures that can directly affect the access to the performance site. Delays or non-occurrences caused by the fact that these requirements are not or incomplete can never lead to recovery of any damage from the Contractor and / or Artist.
- 6.7. If the Artist is or expects to be delayed on the way to the performance, the client is immediately warned. The Client must deliver an available phone line for this purpose. The Artist will, insofar as reasonably possible, invoke measures in order to reach the place of destination as soon as possible.
- 6.8. Making image and / or sound recordings is only permitted after permission from both the Client and Contractor.
- 6.9. The Client guarantees that:
  - a. in the case of the execution of an Assignment where the podium is placed in the open air that the stage is sound, shielded and covered, so that the weather cannot reasonably cause harm to, for example, those involved and / or items of the Artist, Supplier and / or Contractor.
  - b. if the circumstances are necessary at the time of the execution of the Assignment, the client in combination with the contractor must ensure security services.
  - c. the maintenance of security must be arranged during construction, execution and dismantling.
  - d. there must be a proper power supply on location. All damage as a result of a failing and / or inadequate power supply will be reimbursed by the client. The contractor can never be held liable for the consequences of a faulty and / or failing power supply. Unless it has been established beforehand and in writing, for example because the Client or the Contractor has requested that the electricity supply be independently taken care of.

- e. the Artist must be able to cover the distance between dressing room and stage undisturbed and safe.
  - f. there must be an orderly and lockable dressing room present for the artist, including necessary washing facilities, mirrors, lighting and air conditioning, unless otherwise agreed upon in writing.
  - g. if it appears that the popularity of the Artist on the date of the execution of the Assignment has significantly increased compared to the time of entering into the Agreement, the Contractor must undertake additional safety measures. If the contractor fails to do so, the Contractor shall be entitled to cancel the performance without being liable for damages.
  - h. if an exemption is required for loading / unloading, the Client will take care of this.
  - i. if the distance between the loading / unloading area and the performance area is a longer distance than 25 meters and / or if the loading route is not properly paved, this must be announced at least 14 days before the date of the performance. In this case, the contractor will provide extra assistance and / or other precautionary measures. For this extra hauling aid and / or facilities, the contractor will charge extra cost, unless otherwise agreed upon in writing.
  - j. at least 14 days before the Assignment execution, if there are three or more steps of up to 20 centimetres per step between the place of loading / unloading and the stage, this must be announced by the Client to the Contractor. In case three or more steps are necessary to bridge between the loading / unloading area and the performance area, the contractor will charge an extra fee.
  - k. If the provisions in this article are not met by the Client, an extra charge of Eur. 500.00 plus any additional costs for additional materials and / or personnel costs during the performance will be charged.
  - l. A parking space for the Contractor, Artist and its suppliers within a radius of 100 meters of the loading and unloading area must be available. This includes the Artist and his/ her crew's vehicles.
  - m. parking costs and any other costs (such as transport by boat) will be paid by the Client and will subsequently be invoiced by the Contractor.
  - n. if the Artist uses Riders and this rider is approved by the contractor prior to the closing of the Contract between the Client and the Contractor, the Client declares that these Riders will be respected. The Contractor will, in this case provide the Client with the Riders used by the Artist.
- 6.10. Delays or failure to perform caused by the fact that the requirements stated in Article 9 are not applied or inadequately fulfilled can never lead to a claim for damage.
- 6.11. The Client declares to be aware that:
- a. the Artist and his staff, (who are necessary be present at the performance of the Assignment), are entitled to two consumptions during its execution per hour, per person, unless otherwise agreed upon in advance and in writing.
  - b. the Artist and his staff, (who are necessary to be present at the performance of the Assignment), are entitled to a simple but nutritious hot meal (no snacks, bread and soup meal), if the Assignment is between 17.00 and 22.00;



- c. the Artist is entitled to take a break every contracted hour for 10 (ten) minutes, unless otherwise agreed upon in advance and in writing.
- 6.12. In the event the Artist on the date of the performance of the Assignment has a television recording or an international appearance, the Contractor reserves the right to - without the Contractor being liable to pay damages towards the Client, up to ten (10) days before the date of the execution of the Assignment, or in consultation with the Client against the same conditions, choose to move the execution of the Assignment to a different date.
- 6.13. If a situation arises as described in paragraph 6.12, or the concerning Artist due to illness and / or force majeure is unable during the execution of the assignment to act, the Contractor issues a guarantee on the assignment to replace the artist with another Artist, in which case any additional costs can be reasonably incurred by the Client. The contractor will strive to provide an Artist who is as equal as possible in terms of both price and artistic achievement. This guarantee applies up to 8 hours before the moment of execution. If the Client does not wish to make use of the replacement artist offered by the Contractor and / or if the illness / force majeure situation occurs within 8 hours before the execution, then the guarantee expires.
- 6.14. The Supplier guarantees to correctly implement its obligations as stated in the Contract concluded with the Contractor regarding the provided services and / or the items to be made available.
- 6.15. The Client guarantees the safety of the Artist, Crew and other supervisors.
- 6.16. If there is a travel distance of at least 200 kilometres for Artist (one way), the client will, unless otherwise agreed in writing, provide a hotel accommodation including breakfast available for the morning following the performance by the Artist. There must be a separate hotel room per member of the Artist and Crew. The hotel facility must be of a reasonable quality (at least two stars in accordance with ANWB classification).
- 6.17. The use of equipment by the Client and / or guests of the Client for pieces, songs, etc are only allowed after prior consultation with Artist.
- 6.18. The transfer of a DJ or other (tape) act to the setup of an Artist is not allowed unless agreed upon in advance and after consultation. The Artist has the right to ask for an extra fee in this case.

## **Article 7: Intellectual property**

- 7.1. The intellectual property rights to all developed concepts by the contractor for the benefit of or a part of an Assignment which is presented / or made available to the client including bids, documentation, designs and / or other (written) elaborations, and rest solely with Contractor. The Client is not permitted without prior written notice to communicate this to third parties.



## Article 8: Prices

- 8.1. Unless otherwise stated, all prices are exclusive of VAT and without the BUMA / STEMRA and / or the sums to be paid to SENA.
- 8.2. In case a private individual hires an artist for a private party in familial circles where no access is levied, such as a birthday or wedding for example, no BUMA / STEMRA and SENA rights are to be paid.

## Article 9 Payments

- 9.1. The sum of the invoice must be paid for the event unless otherwise agreed upon, in accordance with the following payment scheme:
  - 25% of the agreed total amount must be paid no later than 2 weeks after confirmation of the booking.
  - 75% plus additional agreed costs must be paid no later than 2 weeks before the start of the event.

If the Client has not fulfilled all its payment obligations on time, this amounts to a breach of his/her legal obligations. The Contractor then holds the right to initiate legal proceedings without announcing this to the client. If a payment is not completed, not fully completed, or not paid in a timely manner according to the terms, an additional contractual interest is owed per month past the original to the contractor equal to 2% (two percent), where a portion of a month is calculated as a whole month.

In addition, the Client owes the Contractor extrajudicial collection costs, which include 15% (fifteen percent) of the amount due, with the minimum being € 250, - (two hundred and fifty euros).

Without prejudice to the above, the Client is obliged to cover all other costs reasonably incurred by the Contractor, for example the cost of suppliers, including the full legal costs. In the event that the Client acts contrary to this article, the Contractor shall have the right to suspend its obligations towards the Client. In case there is more than one Client, each of the Clients will be responsible for the full payment of the invoice either jointly and separately. The contractor is always entitled to request the Client to provide sufficient security to ensure the fulfilment of his payment obligations. The Client is always obliged to comply with the requested security at first request. The Client commits himself to never to make direct payments to the relevant Supplier Honorary and / or Artist, unless otherwise agreed.



## Article 10: Cancellation

- 10.1. If the Client wishes to cancel the Agreement, he must notify this in writing to Beste Bands. Without prejudice to the right to compensation under the law, the Contractor is entitled to the full amount, or a reasonable percentage of the full amount, depending on the time of cancellation. The cancellation fee due is calculated based on the following scale:
- Cancellation 1 month or less prior to the performance: 100% of the fee
  - Cancellation between 1 and 3 months: 75% of the fee
  - Cancellation between 3 and 5 months: 50% of the fee
  - Cancellation more than 5 months prior to the performance: 25% of the fee
- 10.2. In Article 10.1, the total amount includes the amount that is contractually agreed upon, including VAT and any other surcharges.
- 10.3. These costs are due with immediate effect from the moment of cancellation. Possible collection costs are owed by the cancelling party.
- 10.4. The Client accepts his liability and fully indemnifies the Contractor for every claim by any third party arising from the (partial) cancellation of the Agreement.
- 10.5. The cancellation table mentioned in article 10.1 does not apply to bookings of international famous artists and bands. If the Client closes a contract with the Contractor for an assignment carried out by an internationally known Artist, the Client is liable to pay the total amount to be invoiced to the Contractor, regardless of the moment of cancellation.

## Article 11 Complaints

- 11.1. In the event of unforeseen circumstances, parties must inform each other immediately. Complaints of any kind regarding the execution of any obligations arising from the Contract concluded with the Contractor must be immediately reported. Any damage that may be caused by both parties must always be limited to the minimum. Furthermore, complaints must be clearly described and properly motivated, as soon as possible, but in any case, must be made known within 7 (seven) days after the date of the execution of the Assignment, and made known to the Contractor in writing. If not, such claims may be deemed unfeasible.
- 11.2. If not timely and in the manner described in paragraph 11.1 above, the Contractor is deemed to have fulfilled all obligations towards the Other Party in the correct manner.

## Article 12: Liability / Indemnity

- 12.1. The Contractor can never be held liable by the Other Party for any damage, of whatever nature, regardless of the cause, except where the damage arose through clear design and / or gross negligence of the Contractor or its superior.
- 12.2. If, and insofar any liability rests on the part of the Contractor, from whatever source, this liability is at all times limited to the amount of the assignment cost at that time. If this calculation has not yet been made, the amount will be calculated and charged.
- 12.3. The Contractor is not liable towards the Other Party for loss, theft and / or damage to the goods belonging to the Other Party during the execution of the assignment.





- 12.4. The Client is liable for any damage to and / or loss of third parties for provided items, as well as for damage to and / or loss of used items for the execution of the Artist's Assignment. The Client indemnifies the Contractor for every claim in this matter.
- 12.5. In the case of extra work and / or force majeure (as referred to in Article 13) all costs of the Contractor, including all costs of third parties (if applicable), are fully at the expense of the Client.
- 12.6. The Client indemnifies the Contractor against third parties for any claim.
- 12.7. Without prejudice to the authority of the Contractor to initiate proceedings against (partial) compliance or dissolution of the Agreement, the counter Party is fully liable for all damage, including consequential damage, arising from non-compliance or incomplete fulfilment of any of these general conditions.
- 12.8. Any damage done to instruments, sound equipment etc. whether it is the actual property of the artist or rented equipment caused by the audience or caused as a result of a failing power supply is fully compensated by the Client against the appraisal value determined by a certified appraiser with demonstrable expertise of instruments and sound equipment. Payment will take place within one month at the latest after the damage has been caused and the appraisal value has been determined.

### **Article 13: Dissolution**

- 13.1. The parties are entitled to dissolve the concluded Agreement, without judicial intervention and without incurring liability for damages where:
  - a. the bankruptcy of one of the parties has been pronounced;
  - b. the application of the Debt Management of Natural Persons Act has been pronounced;
  - c. the Client applies for suspension of payment, if this right is granted;
  - d. the Client, through seizure or otherwise, loses full or partial control over his/her authority;
  - e. The contractor has valid reasons to doubt the ability of the client to meet his obligations (on time).
- 13.2. If the case arises as described above in paragraph 1 of this article, the eventual total claim against the Other Party is immediately due.



## **Article 14: Force majeure**

- 14.1. Unforeseen circumstances, of whatever nature, whereby the Contractor's obligations under the Agreement concluded with the Other Party cannot be performed or cannot be performed in time without additional burdens and / or costs will apply to the Contractor as force majeure. Unforeseen circumstances are understood to include: a. mobilization, war, molestation, terrorism;
- b. a day of national mourning;
  - c. contingent or other government measures;
  - d. strike;
  - e. natural disasters;
  - f. Illness of the Artist;
- 14.2. Failure, untimely or incorrect compliance by a third party, on which the Contractor relies for the performance of the Agreement.
- 14.3. In case of force majeure, the Contractor is entitled:
- to dissolve the Agreement by means of a simple written communication to the Other Party, without judicial intervention, and without the Contractor becoming liable with respect to the Other Party;
  - in consultation with the Client to shift the execution of the Assignment to a new time or new date. Insofar as this concerns extra work, Article 12 is paragraph 5 of these general conditions apply.
- 14.4. Failure to obtain any necessary permit or exemption from the side of the the client does not provide any force majeure for the Client.
- 14.5. Conditions resulting from government cancellation or relocation of the event  
When a booked event cannot or may not take place due to a government decision (f.e. COVID) or is moved within 2 weeks before the event takes place, and when the Client has done everything to organize the event on an alternative date with Beste Bands , the condition is that compensation is paid to compensate for the costs already incurred:
- a) 50% of the quotation;
  - b) 100% of the wage costs for hired staff or self-employed persons;
  - c) costs incurred for application or software for the online event.

## **Article 15: Incompatibility / Gaps**

- 15.1. If one or more provisions of these general terms and conditions of delivery are deemed incompatible, for example in the case a law should be established that it is an unreasonably onerous clause, the remaining provisions remain unaffected and in force. The Parties then arrange to replace a non-binding provision by a provision that is binding and that - in view of the purpose and scope of this general delivery conditions - deviates as little as possible from the non-binding provision.



## **Article 16: Disputes/Choice of Court**

16.1. The Agreements concluded by the Contractor and the execution thereof are applicable to Dutch law. All disputes arising directly or indirectly from the Agreement concluded by the Contractor and the counter party is under exclusive jurisdiction of the District of Amsterdam, without prejudice to the jurisdiction of the sub district court.