

## General Terms and Conditions for the benefit of artist agencies

### CHAPTER 1

#### Article 1: Definitions

In these General Terms and Conditions will be understood under the following definitions, provided that they are written with a capital:

**'Artist'**: the (professional) performer in the area of arts, entertainment, sports, and/or media (including, but not limited to, an artist, musician, presenter, (TV) personality) and all those who provide technical, production or artistic support to this (professional) performer;

**'Booking'**: the contracting of one or several Artists in the framework of a Commission;

**'Consumer'**: The person that does not act in the exercise of his profession or business;

**'Client'**: the Consumer or the party that gives the Commission to the CLC-VECTA member;

**'Commission'**: the Commission given by Client to the CLC-VECTA member which, in the broadest sense of the word, regards:

- (1) the organisation of: (singing) performances, (live)shows, presentations, concerts, events, scripts, films, festivities, photo-shoots, TV and/or theatre shows and/or parts thereof or the making of a contribution thereto;
- (2) The arranging of Bookings, whether or not in the framework of the stipulation under (1) of this article;
- (3) The provision of consultancy and/or advice;
- (4) The production (or let be produced) of a Production or delivery of a contribution to a Production;
- (5) The lease and/or the giving in use of movable goods;
- (6) The delivery of services in connection with (artists) management, sponsoring, acting, Productions and/or (artistic) productions of third parties; and/or

**'Agreement'**: the agreement of Commission concluded between Client and the CLC-VECTA member;

**'Supplier'**: the persons(s) that has committed or shall commit directly or indirectly towards the CLC-VECTA member to deliver services and/or making goods available, the one and the other in the broadest sense of the word, like among others for location rent, transport, decoration, light, sound, catering and security;

**'Production'**: each recording produced by or on behalf of the CLC-VECTA member of (whether or not moving) images and/or sound and/or any other form of information on the basis of a Commission thereto;

**'Rider(s)'**: special additional stipulations with regard to, among others, facilities to be provided by Client to the Artist, these stipulations are inseparably connected to the Agreement;

**'CLC-VECTA member'**: the natural or legal person that is a member of the association with full legal powers under the laws of the Netherlands CLC-VECTA Centrum for Live Communication, having its legal seat in Breukelen, the Netherlands, which uses these general terms and conditions;

**'Parties'**: the CLC-VECTA member and the Client;

**'GTC or General Terms and Conditions'**: these General Terms and Conditions of CLC-VECTA.

#### Article 2: Applicability

- 2.1 The GTC are applicable to all offers and all Agreements.
- 2.2 To the extent that Client uses own terms and conditions, then these are not applicable first then after explicit acceptance in writing by the CLC-VECTA member.
- 2.3 In case there should prove to be a discrepancy between the content of the various language versions of these General Terms and Conditions, the text of the version in the language of the Netherlands shall prevail over the translated versions.
- 2.4 Deviations of the GTC are only binding if and to the extent that the CLC-VECTA member has declared explicitly in writing to agree with that. A deviation accepted by the CLC-VECTA member explicitly in writing only regards the Agreement for which the CLC-VECTA member has accepted the deviation.
- 2.5 If any provision of these Terms is void or otherwise may not be invoked by Parties, the CLC-VECTA member is entitled to replace that provision by a valid and enforceable provision. In doing so, the

purpose and the scope of the original provision is retained as much as possible. The remaining provisions will remain in force.

### Article 3: Conclusion Agreements

- 3.1 All offers and confirmations made by the CLC-VECTA, both verbally and in writing, are entirely non-binding and can, for as long as no Agreement has been concluded, at all times be changed or withdrawn by the CLC-VECTA member, without that the CLC-VECTA member is liable to pay any compensation (for damages) to Client.
- 3.2 Client is obliged to provide (a) all data, information, documents requested by the CLC-VECTA and (b) all other data, information and documents that may be of importance for the preparation and execution of the Agreement, without delay, fully and correctly to the CLC-VECTA member, on the basis of which the CLC-VECTA member will make an offer to Client.
- 3.3 An Agreement will in principle only be concluded:
- after Client and the CLC-VECTA member have signed the Agreement; or
  - Client has signed the commission confirmation in writing by the CLC-VECTA; or
  - if the Client has failed to sign the Agreement or written confirmation as referred to in sub a and b of this article, after the Client has accepted the offer of the CLC-VECTA member verbally or in writing; or
  - if the CLC-VECTA member has started with the activities.
- 3.4 If the data, information and documents within the meaning of article 1.3.2 prove not to have been provided fully or correctly by Client, then Client shall be in default without any further notification, and the CLC-VECTA member will be authorised to, at his own discretion, terminate the Agreement with immediate effect by means of a letter or an email or to terminate or suspend the provision of the services immediately, always without

prejudice to the obligation of Client to pay the agreed fee in full to the CLC-VECTA member.

### Article 4: Fees, invoicing and payment

- 4.1 All fees are exclusive of turnover tax and other levies which are or have been imposed by the government and the fees to be paid to the (copyright) organisations, such as Buma/Stemra and Sena, unless explicitly stated differently.
- 4.2 Unless agreed in writing differently, the payment by Client needs to take place within fourteen (14) days after the date of the invoice, notwithstanding the right of the CLC-VECTA member to stipulate a down payment and/or surety at the start of the Agreement in the form of a payment in advance. This advance payment forms a part of the agreement. The aforementioned payment term will be regarded as a fatal term, because of which Client, not being a Consumer, when he does not pay within this term, will be in default by law without thereto a summation or notification of default being required, and is liable to pay over the due amount the trade interest by law in accordance with article 6:119a Dutch Civil Code to the CLC-VECTA member. The CLC-VECTA member is only obliged to give execution to the Agreement after the surety has been set. (See also art. 1.4.8)
- 4.3 If payment in instalments has been agreed, or payment before a certain date, then by not timely or not full payment of a term the entire agreed fee will immediately become payable upon demand, without a notification of default being required.
- 4.4 If Client, not being a Consumer, is in default to pay the due amount, the CLC-VECTA member shall be able to hand over his claim for collection and all costs made by the CLC-VECTA member, or by third parties employed by him, such as out-of-court costs, in-court costs and lawyer costs, shall be fully for the account of Client.
- 4.5 Costs will always be agreed on the basis of the prices in place at the time of the

Agreement. If between the time of the conclusion of the Agreement with Client and the moment of compliance with the obligation on the basis of this Agreement at the side of the CLC-VECTA member price increases, for example with regard to fiscal charges, duties, currency and/or rate changes, of (copyright) organisations occur, then the CLC-VECTA member is authorised to charge this increase to Client. If the aforementioned increases are not proportional to the height of the costs, then each of the parties has the right to dissolve the Agreement without the right to compensation for damages for Client.

4.6 If the Agreement has been concluded with several Clients, then each of the Clients is jointly and severally liable towards the CLC-VECTA member for payment of all fees and costs.

4.7 Client, not being a consumer, is obliged to pay the agreed fee without any discount or set-off.

4.8 If the financial position or the payment behaviour of Client in the opinion of the CLC-VECTA member gives reason thereto, the CLC-VECTA member is at all times authorised to request from Client, that he provides without delay to the CLC-VECTA member (additional) surety in a form to be determined by the CLC-VECTA member including a bank guarantee and/or an (additional) advance payment on the agreed fee. The related costs are for the account of the Client.

#### **Article 5: Confidentiality**

5.1 Client and his employees are obliged to absolute confidentiality with regard to all data, information and documents that he has received from the CLC-VECTA member. Client and his employees may only reproduce these data, information and documents after permission in writing by the CLC-VECTA member.

5.2 Client also imposes the obligation, as mentioned in article 1.5.1, on other third parties involved. Client asserts that other third parties comply with this confidentiality clause.

#### **Article 6: Liability**

6.1 The total liability of the CLC-VECTA member because of imputable shortcoming in his compliance with the Agreement is limited to compensation for direct damages, it being understood that this liability at all times is limited to the invoice value of the performance that gave cause to the damages, notwithstanding the stipulation hereafter in this article 1.6.

6.2 Under "direct damages" as referred to in article 1.6.1 shall solely be understood:

- a. The reasonable costs that Client would have to make to let the performance of the CLC-VECTA member comply with the Agreement. These damages will however not be compensated if Client has dissolved the Agreement;
- b. Reasonable costs, made for the establishment of the cause and the scope of the damages, to the extent that the establishment relates to direct damages in the sense of these GTC;
- c. Reasonable costs made for the prevention or limitation of damages, to the extent that Client demonstrates that these costs relate to limitation of direct damages in the sense of these GTC.

6.3 Liability of the CLC-VECTA member for indirect damages, including consequential damages, missed profits, missed savings and damages by enterprise stagnation, is excluded.

6.4 The CLC-VECTA member is, in compliance with the other stipulations in this article, solely liable if Client declares the CLC-VECTA member without delay and properly in default in writing, whereby reasonable term for amendment of the non-compliance or not-proper compliance is given and the CLC-VECTA member also after that term continues to come short imputably in the compliance with his obligations. The notification of default should contain a description as detailed as possible of the non-compliance or not proper compliance, so that the CLC-VECTA member is able to respond adequately. In article 1.6.3 the liability for indirect damages has already been excluded. If the





- 6.5 CLC-VECTA member is liable for damages, then that liability is limited to the maximum of the amount to be paid out by the insurer of the CLC-VECTA member, or at least to the maximum of the declaration amount to which the liability relates.
- 6.6 Condition for the emergence of any right to compensation for damages is always that Client reports the damages as soon as possible after the emergence thereof in writing to the CLC-VECTA member.
- 6.7 Client is liable for every damage by whichever cause, caused by Client or third parties to goods possibly given by the CLC-VECTA member to Client in use and/or rented and/or used by the CLC-VECTA member in the framework of the execution of the Agreement. Client is obliged to conclude a proper insurance regarding the mentioned damages and shall upon first request provide insight in the policy and the policy conditions.
- 6.8 If the CLC-VECTA member employs directly or indirectly subordinates of the CLC-VECTA member, non-subordinates and/or other persons for the execution of the Agreement, then any liability of the CLC-VECTA member according to article 6:76 Dutch Civil Code, article 6:170 Dutch Civil Code, article 6:171 Dutch Civil Code and article 6:172 Dutch Civil Code is excluded, unless there is an instance of wilful intent or gross negligence by managers of the CLC-VECTA member. This also applies to the third parties employed by the CLC-VECTA member.
- 6.9 The CLC-VECTA member is not liable for damage to the Client and / or third parties as a result of loss, theft and / or damage to items related to the Client and / or third parties.
- 6.10 Client safeguards the CLC-VECTA member against all claims of third parties regarding damages for which Client according to the stipulation of article 1.6.6 is liable. Client shall pay to the CLC-VECTA member any damages, herein included all legal costs made by the CLC-VECTA member, that might be the consequence of any claim of third parties.

- 6.10 In addition to the other stipulations in this, the CLC-VECTA member is never liable for incorrect or inexpert use by Client of goods made available by the CLC-VECTA member.
- 6.11 If the CLC-VECTA member, notwithstanding the previous stipulations, is liable after all, for instance is the Client is a Consumer and the CLC-VECTA member has not been able to demonstrate that an appeal to the liability limitations in this article is justified against the Consumer, then he is only liable to the maximum of the amount that is paid out under his liability insurance in the concerned case, minus the amount of own risk.

**Article 7: CLC-VECTA Event Insurance**

- 7.1 Client may take out CLC-VECTA Event Insurance for the event that is the subject of the Agreement. This insurance covers a variety of risks and emergencies that may hinder or stop an event from taking place.
- 7.2 The insurance can only be taken out with the CLC-VECTA member. The CLC-VECTA member is not obliged to inform Client of the existence of the insurance or to actively (i.e. in the stage prior to conclusion of the Agreement) offer it to Client.

**Article 8: Obligations Client**

- 8.1 Client is towards the CLC-VECTA member obliged to comply with all obligations and directions by the government and the CLC-VECTA member, which concern any activity of Client in the framework of a Commission, without restriction.
- 8.2 Client warrants towards the CLC-VECTA member to have all licenses, which are required with regard to the activities of Client in connection with which the CLC-VECTA member executes the Commission and the use of what the CLC-VECTA member delivers. Client shall provide the CLC-VECTA member if so requested immediately with insight in the licenses referred to and all (possibly additional) conditions of the license in that



- regard and/or make a copy available to the CLC-VECTA member.
- 8.3 Client shall provide the CLC-VECTA member always without delay a full insight in every agreement made with the government or any entity made in connection with the activities of Client in connection with which the CLC-VECTA member executes the Commission or the use of what the CLC-VECTA member delivers.
- 8.4 Client shall, with regard to services similar or comparable to the services of the CLC-VECTA member, not (let) give to a third party any commission, or (let) tolerate such services during the execution of the Agreement, except for after the prior permission in writing of the CLC-VECTA member.
- 8.5 Client shall enable the CLC-VECTA member fully to execute his services properly.
- 8.6 If Client does not or will not properly fulfil his obligations, as described above, then Client shall without any further notification of default be in default and the CLC-VECTA member shall be authorised to dissolve the Agreement with immediate effect and to terminate his activities immediately, or to suspend the delivery of the services, notwithstanding the obligation of Client to pay the agreed fee and the damages of the CLC-VECTA member fully to the CLC-VECTA member.
- 8.7 Client is not authorised, without permission in writing of the CLC-VECTA member, to sell and/or deliver the delivered to third parties, or to assign his obligations and/or rights on the basis of the Agreement in whole or in part to third parties.

**Article 9: Outsourcing, changes, extra work and mediation**

- 9.1 The CLC-VECTA member is authorised to outsource the execution of the Commission in whole or in part to one or several third parties, it being understood, that such may not lead to a result whereby Client receives a materially different performance than the agreed performance.
- 9.2 If Client, after conclusion of the Agreement

- but before the actual execution of the Commission, wishes to implement changes in the Agreement with regard to (the execution of) the Commission, then he needs to make these changes known in writing to the CLC-VECTA member. These changes only come into force, if these have been accepted in writing by the CLC-VECTA member. The costs that are connected to the changes desired by Client are for the account of Client.
- 9.3 If no contact or representative of Client is present at the actual execution of the Commission, the CLC-VECTA member will be deemed to act as a contact or representative of Client with the consent of Client, and shall therefore be authorised, if the CLC-VECTA member considers it necessary for a proper execution of the Commission, to make changes to the execution of the Commission. Client shall reimburse the costs related to these changes to the CLC-VECTA member.
- 9.4 If, during the actual execution of the Commission, the CLC-VECTA member is requested by Client or employees of Client to make changes to the execution of the Commission, this will be at the sole discretion of Client. Any costs related to these changes will be reimbursed to the CLC-VECTA member by Client.
- 9.5 If a change of the Agreement has the consequence that an agreed delivery term is exceeded, then this term shall be extended for an indefinite time, unless agreed in writing differently. Such and exceeding and the related costs and damages will solely be for the account and risk of Client. The CLC-VECTA member shall however do his utmost to give execution to the activities after all within a reasonable term.
- 9.6 If the CLC-VECTA member for the benefit of or at the execution of the Agreement, has concluded an agreement with a Supplier or another third party which makes use of general terms and conditions, then also these terms and conditions apply to the Agreement between the CLC-VECTA member and Client and the

- CLC-VECTA member can make a claim under these towards Client. Client accepts hereby the applicability of the mentioned general terms and conditions, of which the CLC-VECTA member upon his request shall make a copy available to Client.
- 9.7 The CLC-VECTA member shall make an effort that Artists and Suppliers contracted in the framework of the Agreement comply with the made agreements and that the agreed services are being provided. Without that such gives Client the right to claim compensation for damages or to dissolve the Agreement, the CLC-VECTA member has however the right to contract equal third parties and to deliver equal services. The CLC-VECTA member will always consult with Client in advance about such changes.
- 9.8 If the CLC-VECTA member provides his mediation for the recruitment of third parties, the CLC-VECTA member shall therefore charge a fee further to be agreed upon. The fee of third parties contracted by mediation of the CLC-VECTA member by Client for whom the CLC-VECTA member is not liable, takes place directly by Client and Client safeguards the CLC-VECTA member in relation thereto from any claim of the mentioned third parties.

#### **Article 10: Delivery and risk**

- 10.1 The offers, commission confirmations 9.2 The CLC-VECTA member will do his utmost to comply with the delivery terms. The Client must declare the CLC-VECTA member in writing in default if the delivery terms are exceeded.
- 10.2 The delivery terms only start at the moment of the conclusion of the Agreement, or if later, upon receipt of all necessary data, information and documents as referred to in article 1.3.2 of these GTC or upon receipt of the agreed fee.
- 10.3 If Client does not take or not take in time, possession of the delivered or to be delivered by the CLC-VECTA member, then this will be for the account and risk of Client.

- 10.4 If Client does not object upon the delivery, he is deemed to have approved the delivered and has the delivery taken place.
- 10.5 Client is not permitted to use the delivered for other purposes than for which this is destined according to the Agreement. Client is not permitted without permission in writing of the CLC-VECTA member to implement changes to the delivered.

#### **Article 11: Property**

- 11.1 The copyright and other intellectual property rights on special offers, offers, documentation, designs, concepts, recordings and all possible other goods realised for Client, therein included the possible data or programs delivered to Client, will remain at all times with the CLC-VECTA member or his licensors. Client is not authorised, except for the explicit permission in writing of the CLC-VECTA member, to use, reproduce or disclose the aforementioned materials, other than as explicitly permitted by the CLC-VECTA member in the Agreement.
- 11.2 The property of the goods, possibly made available to Client, whether or not granted to him in the framework of the rights of use granted to him, remains at all times with the CLC-VECTA member. Client is entitled to have the goods within the framework of his normal conduct of enterprise in the framework of the agreement. Client is not permitted to let third parties vest surety rights on the goods made available.
- 11.3 If Client does not comply with his payment obligations towards the CLC-VECTA member, then the CLC-VECTA member is irrevocably authorised, without that a notification of default is required, to (let) repossess the goods made available for the account of Client from the location where they are. Client is obliged to give the CLC-VECTA member all cooperation if he makes use of the aforementioned right. All related costs are for the account of the Client.

#### **Article 12: Penalty clause**



- 12.1 Upon violation of any obligation of Client on the basis of the articles 1.8, 1.10 and 1.11, Client is, without any notification of default is required, liable to pay for each violation an amount of € 10,000 to the CLC-VECTA member, notwithstanding any other right belonging to the CLC-VECTA member such as the right to compensation for damages and also an amount of € 1,000 per day that this violation lasts.

### Article 13: Reclamations

- 13.1 Client is obliged to make each complaint regarding the execution by the CLC-VECTA member of the Agreement without delay after establishment known verbally to the CLC-VECTA member and subsequently confirm it within two (2) days to the CLC-VECTA member in writing. If Client remains in default therewith, then the CLC-VECTA member is deemed to have complied with his obligations.
- 13.2 If Client has reasonably not been able to detect a possible defect or a possible shortcoming within the term set in article 1.13.1, then Client is required to notify the CLC-VECTA member without delay in writing of the defect or the shortcoming, no later than within eight (8) days, to be counted from the moment that Client could reasonably have or has discovered the defect or the shortcoming, in the absence whereof Client cannot make a legally valid claim anymore on any shortcoming or any defect and the CLC-VECTA member is not liable anymore for the damages incurred by Client.
- 13.3 Complaints about the height of the amounts of the invoices should be submitted within fourteen (14) days after the day of sending of the invoice in writing and directly to the CLC-VECTA member, in the absence where-of the right of Client to make an objection about the height of the amount of the invoice has become void.

### Article 14: Force majeure

- 14.1 Force majeure on the side of the CLC-VECTA member must be understood to mean the CLC-VECTA member being prevented from

complying with its obligations under the Agreement due to circumstances that have arisen through no fault or outside the control of the CLC-VECTA member, even if these could already be foreseen at the time of formation of the Agreement. Force majeure must in any case be understood to include, among other things:

- attributable and non-attributable failures on the part of the CLC-VECTA member's suppliers and persons whom the CLC-VECTA member engages in the performance of the Agreement, such as the Artist, other auxiliary persons, and clients of the CLC-VECTA member; as well as
- strikes, lockouts, factory occupations, the Artist being ill, import, export and transit bans, transport problems, machinery breakdowns, traffic disruptions, power failures, delivery problems, changes in laws and regulations, government measures, terrorism or terrorist threats, the death of a member of the Royal House, production disruptions, extreme weather conditions, frost, natural disasters, war and/or danger of war, fire, water damage, pandemics, epidemics, civil war, uprisings, revolution, acts of war, disruptions in the supply of energy, water and (tele)communications services to the CLC-VECTA member's business and any acts or failures on the part of the proprietor of the location at which the Artist will be performing as a result of which the CLC-VECTA member is prevented from complying with its obligations or complying with these in time

- 14.2 As soon as a circumstance as referred to in paragraph 1 of this article arises or threatens to arise, the CLC-VECTA member must inform the Client thereof without delay, though no later than within 72 hours, stating the expected consequences of that circumstance for compliance with its obligations.
- 14.3 In the event of force majeure on the side of the CLC-VECTA member, the CLC-VECTA member will be released from its obligation

to perform the Agreement for as long as the force majeure situation lasts. If the force majeure situation lasts longer than two months and the CLC-VECTA member continues to be unable to comply with its obligations under the Agreement after that period, the Parties are authorised to terminate the Agreement, without this resulting in an obligation to pay compensation.

14.4 If, at the time the force majeure situation arises, the CLC-VECTA member has already complied with some of its obligations under the Agreement or can only comply with some of its obligations, it is authorised to invoice the portion of the services it has already provided or will be able to provide separately, and the Client is obliged to pay that invoice.

#### Article 15: Cancellation

15.1 The Client is authorised to cancel the Agreement. However, in such case, the Client is obliged to compensate the CLC-VECTA member for the loss it suffers as a result (including any costs and damage incurred), and the lost profit. This compensation will be immediately due and payable.

#### Article 16: Termination and suspension

16.1 The CLC-VECTA member is authorised to terminate the Agreement, without any further notice of default or judicial intervention being required, in full or in part, or – at its own discretion – suspend further performance of the Agreement, if:

- the Client has failed to comply with any of its obligations under the Agreement and/or these General Terms and Conditions; or
- since the formation of the Agreement, information has come to the attention of the CLC-VECTA member that gives the CLC-VECTA member good reason to fear that the Client will be unable to or fail to comply with its obligations; or
- the Client has been put into liquidation/declared bankrupt and/or a petition to that end has been submitted;

- or
- d. the Client applies for a moratorium; or
- e. the Client is placed under guardianship or dies; or
- f. the legal entity of the Client is dissolved, or the Client's business is liquidated.

In the event of termination based on one of the circumstances as referred to above, the CLC-VECTA member's claim for payment of the agreed quotation price by the Client becomes immediately due and payable, without prejudice to the CLC-VECTA member's right to claim full compensation.

#### Article 17: Invalidity etc.

17.1 The invalidity of any stipulation of the Agreement between parties (and therefore also of the GTC) does not affect the validity of the other stipulations of the Agreement. In case of invalidity of any stipulation parties shall, in connection with the subject of the concerned stipulation, conclude a further agreement that approaches the intention of parties as much as possible. The previous applies accordingly in case that any stipulation of the Agreement or the execution thereof would be in violation with any regulation in the area of media law.

#### Article 18: Information via the website of the CLC-VECTA member

18.1 Any information that Client may find on the website of the CLC-VECTA member has been composed with great care. However, the CLC-VECTA member cannot warrant that the information on the website is at all times complete and correct.

18.2 Information on the website of a CLC-VECTA member may be modified from time to time.

18.3 The website of the CLC-VECTA member may contain links to the websites of third parties. The CLC-VECTA member selects the websites to which is referred with the greatest possible care. However, the CLC-VECTA member cannot vouch for the content and the functioning of third-party websites. See also the disclaimer on the website of the CLC-VECTA member.



**Article 19: Privacy**

19.1 The CLC-VECTA member shall only process the (personal) information of Client, being a Consumer, in accordance with the privacy policy. This policy is in accordance with the applicable laws and regulations and has been set out in a privacy statement published on the website of the CLC-VECTA member.

**Article 20: Applicable law and competent court**

- 20.1 The laws of the Netherlands apply to the Agreement.
- 20.2 All disputes between parties in connection with the Agreement shall with the exclusion of any other court be decided by the competent court in the district where the CLC-VECTA member has his seat.

**CHAPTER 2 BOOKINGS AND EVENTS****Article 1: Performances of the Artist**

1.1 Client declares to be fully aware of the performances and the nature of the performance of the Artist as well as to accept that composition of the content of the performance and the presentation thereof is fully determined by the Artist. The Artist may produce the sound level that he deems necessary in the interest of the performance. If the applicable licenses/permits include articles about limitation of sound, then Client is required to report this timely, if possible upon granting the Commission, in writing to the CLC-VECTA member. If necessary and/or possible Client will do his utmost to get dispensation for the aforementioned limitation of sound. The agreements about this are recorded in the Rider under the Chapter facilities for the benefit of sound.

**Article 2: Start, end and nature of the event or performance**

2.1 The times of start and end agreed by Parties of the performance of the Artists and/or the event are binding. If Client during the preparation or execution of the

performance of the Artist and/or the event requests the CLC-VECTA member to change the agreed end time to another end time, the CLC-VECTA member is authorised to refuse this request at his own discretion or to accept the request as extra work.

2.2 If Parties agree a "private" performance of the Artist or a "closed" event, then the Client shall be forbidden to sell entrance tickets or otherwise provide access against payment and the Client shall also be forbidden to give any form of publicity to the performance or event, including links to a brand, savings promotion and so forth. In case of a closed performance or event solely Client is responsible for the creation and distribution of the invitations to a clearly described target group.

**Article 3: Information**

3.1 Client informs the CLC-VECTA member no later than two (2) weeks before the performance of the Artist and/or the event in writing about all information that is required for the performance and/or the event, like a route description, name and telephone number of the contact person on site. The CLC-VECTA member shall make an effort that the Riders, the stage plan and the biography of the Artist will be made available to Client as soon as possible. The CLC-VECTA member is not liable for the not (timely) making available of the afore-mentioned information or the incorrectness or incompleteness of said information.

**Article 4: Use name Artist and CLC-VECTA member**

4.1 Client is forbidden to, except for different agreements in writing, to use the (artists) name, brands, logos and images of the Artist, other than for the announcement of the performance of the Artist and/or event, for whichever purpose. These announcements are required by the way to be removed no later than one (1) week after the performance of the Artist and/or event.

- 4.2 Client is not permitted without permission in writing of the CLC-VECTA member, to refer in any way to the CLC-VECTA member or make use of the logo, name and/or house style of the CLC-VECTA member.

#### **Article 5: Use works of music etc.**

- 5.1 If on the occasion of the performance of the Artist or the event, whether or not in the framework of the execution by the CLC-VECTA member of his activities according to the Agreement, works of music, audio-visual works or other copyright protected works are made, or music recording or audiovisual recordings are reproduced and/or made public, it shall at all times be the responsibility of Client to obtain thereto the permission of the rightful owners, or to contract with collective rights organisations such as BUMA/STEMRA and SENEA or to contribute the fee required by them.
- 5.2 Client safeguards the CLC-VECTA member against all claims of third parties in that regard and shall pay to the CLC-VECTA member all damages, the costs of legal support therein included, that relate to the mentioned claims. This applies also for recordings made or arranged by the Artist or personnel in the employment or on behalf of the Artist.

#### **Article 6: The making of recordings and photos**

- 6.1 It is not permitted for Client and/or third parties to make sound and/or video recordings and/or photos of the performance of the Artist or the event. Client shall take by means of adequate measures to ensure that also the public and (other) contractors of Client or third parties employed by Client shall make no sound and/or video recordings of the performance of the Artist or the event.

#### **Article 7: Merchandising**

- 7.1 Client shall make available upon request of and in consultation with the CLC-VECTA member or with the Artist an adequate

area with table(s) and lighting for the sale of merchandising products of the Artist, including CDs, photos and clothing. The Artist or third parties employed by the Artist is/are exclusively and without fee or limitation authorised to the mentioned sale.

#### **Article 8: Special obligations Client**

- 8.1 Client declares and warrants for his own account and risk and without that there are further costs connected for the CLC-VECTA member in connection with the performance of the Artist and the event, that the Rider(s) will be fully complied with by Client and that:
- a. for the benefit of the performance proper professional sounds and light equipment and sound and lighting technicians are available;
  - b. dressing room accommodations to be locked with so-called unique key are available for the Artist and co-operatives of the Artist in the direct vicinity of the stage, from 1 hour before the start of the performance till 1 hour after the end of the performance;
  - c. the dressing room accommodations are fitted with light, heating, table, chairs, mirror, flowing water, clean towels, clothing rack and 220V sockets;
  - d. in the dressing room accommodations sufficient soft drinks, mineral water, tea and coffee are available for use;
  - e. a proper stage and the necessary electricity facilities are available;
  - f. no video or sound recordings or photos shall be made of the performance and the event and no writing, filming or photographing press shall be present at the performance and the event;
  - g. sufficient personnel of a professional private security organisation is present, employed in consultation with the CLC-VECTA member by Client, both before, during and after the end of the event;
  - h. all the publicity material with regard to the performance and the event will be submitted in advance for approval to



- the CLC-VECTA member;
  - i. in case of an open air performance a stage is present and this stage is proper, separated and covered, so that the weather conditions reasonably can cause no damages to the Artist and other persons;
  - j. the Artist can cross the distance between dressing room and stage undisturbed and safely;
  - k. if it proves that the popularity of the Artist on the date of the performance has considerably increased compared with the time of the conclusion of the Agreement, possibly further modified security measures will be taken;
  - l. the Artist can execute the performance responsibly and under safe circumstances; Client shall not admit more than the agreed and by the competent authorities permitted number of spectators in/on the location of the events;
  - m. Client shall arrange for sufficient usable emergency exits, fire extinguishing means, barriers and other security measures;
  - n. in the direct vicinity of the stage there is a parking facility for the Artist and the co-operatives of the Artist and the CLC-VECTA member;
  - o. no products that relate to the Artist on the occasion of the performance and the event will be distributed on or in the location of the performance and event and the direct surroundings thereof, except after the prior permission in writing of the CLC-VECTA member;
  - p. Client shall give no more than 5 guests of the Artist and no more than 5 guests of the CLC-VECTA member free access to the performance of the Artist and the event, this to be arranged via the Riders or in mutual consultation;
  - q. Client in connection with the performance, the event and the previous shall follow the reasonable directions of the CLC-VECTA member.
- 8.2 Client shall arrange for all licenses and permits required for the organisation of the performance of the Artists/the event and warrants that the design of the location complies with all related legal obligations and other equal prescriptions. Client shall ensure that by the performance of the Artist and the event and the organisation thereof will not be acted in violation of lawful stipulations, regulations or other government prescriptions, including but not limited to the placing of publicity posters. Client safeguards the CLC-VECTA member against all claims in that regard, such as but not limited to fines, injunctions, etc. and Client shall compensate to the CLC-VECTA member any damages, the costs of legal support therein included, that relate to the mentioned claims.
- 8.3 In order to avoid any misunderstanding, Client warrants that (i) the performance of the Artist and the event is entirely organised and takes place for his own risk, (ii) that any possible loss as a consequence of the exploitation of the performance of the Artist and the event shall be entirely for the own risk of Client and (iii) that all costs linked to the performance of the Artist and the event are exclusively for the account of Client.
- 8.4 Any fee as set forth in the Agreement is based on the location capacity determined in the Agreement, admission prices and the budget of the costs that are involved in the performance or the event. Client shall upon first request present to the CLC-VECTA member all underlying documents, such as receipts, invoices, agreements etc. in connection with the costs made by Client, the number of admission tickets and the used admittance prices to the CLC-VECTA member. If the location capacity and/or admission prices as stated in the Agreement, have been exceeded, or costs than in the costs budget made, then Client shall be liable to pay a proportionally higher fee to the CLC-VECTA member. Under no circumstance whatsoever shall the fees be lowered.
- 8.5 If Client does not or not properly comply



with or violates any obligation or warranty as described before in this article 2.8, then the CLC-VECTA member and the Artist have the right, notwithstanding any other right belonging to them, to suspend the performance or, if the performance has already started, to cease the performance, until Client does comply with his obligations properly. If Client continues to come short in the compliance with his obligations and the Artist on that ground has stopped the performance longer than one hour after the agreed starting time or the time on which the performance was stopped, does not start (again), then the Artist is authorised to let the performance continue no (further), notwithstanding the obligation of Client to comply with all of his obligations, including his obligation to payment of the agreed fee, without reserve and notwithstanding the right of the Artist and the CLC-VECTA member to compensation for damages.

#### **Article 9: Catering**

9.1 If the CLC-VECTA member in the framework of the execution of the Agreement is responsible for catering (like the provision of food and/or drinks), the number of persons to which such relates, stated by Client to the CLC-VECTA member in advance, is binding. If it proves that the CLC-VECTA member or the catering company employed by the CLC-VECTA member has to deliver for more persons than stated by Client, then the CLC-VECTA member is authorised to refuse the delivery to more persons than agreed, or to accept the delivery to persons as extra work. The number of persons present stated by the CLC-VECTA member or by the catering company employed by the CLC-VECTA member, reduced with the number of persons stated in advance, is binding as a basis for the calculation of the extra work.

#### **Article 10: Location**

10.1 If the Agreement must be executed by the CLC-VECTA member in or on a location,

that is not made available by the CLC-VECTA member or by a third party contracted by the CLC-VECTA member or does not meet the requirements and the conditions that have been agreed between Parties, then the CLC-VECTA member is in no way whatsoever liable if the concerned location is not actually available, notwithstanding the right of the CLC-VECTA member to request compliance with the Agreement.

10.2 Client warrants that he acts as organiser of the performance of the Artist and/or the event and acts as such towards the Lessor/owner of the place of the performance of the Artist and/or the event and by consequence shall be fully liable.

#### **Article 11: Insurances**

11.1 Client is obliged to purchase for the benefit of the Artist and the musical, technical and organisational accompaniment of the Artist a sufficiently covering insurance against the lawful liability of Client. If Client is an association or foundation, then it is an obligation for the board members and those that act on behalf or in commission of the board, to purchase sufficiently covering directors liability insurance. The insurance policies and conditions and, if so requested, a translation into English thereof, should be submitted by Client no later than two (2) weeks before the performance of the Artist or the event to the CLC-VECTA member, or to (the contact persons of) the Artist for approval.

#### **Article 12: Sponsoring**

12.1 The performance of the Artist and the event, as well as the publicity in that regard, shall not be sponsored by or linked to a product or company without permission in writing of the CLC-VECTA member. The Artist is not obliged to whichever promotional performance or interview, without that thereto prior permission in writing of the CLC-VECTA member has been obtained.

#### **Article 13: Programming**

- 13.1 Client shall only in consultation with and after obtained permission of the CLC-VECTA member book another artist as preceding program/support act to the Artist or as part of the event.

#### Article 14: Force Majeure

- 14.1 Under Force Majeure as referred to in article 1.14 of chapter 1 of these GTC will also be understood: disruptions in the regular supply of goods to be delivered by Suppliers or third parties, as well as water and power deliveries and/or work disability as a consequence of illness or accident of the Artist on the day of the performance and/or the event; death of a family member further to be identified of the Artist; the temporarily or definite splitting up of (the group/band of) the Artist; the circumstance because of which the Artist cannot timely reach the place of the performance (for example in case of extreme weather conditions) and/or because of which the performance cannot take place in a responsible manner, notwithstanding the stipulation in article 2.15 of these special part of the GTC.

#### Article 15: Cancellation and replacement

- 15.1 The CLC-VECTA member has the right to cancel either the performance and/or the event, or to move in consultation with Client the performance and/or event to another date, if, on the day of the performance and/or the event, the Artist has radio, TV, film or sound recordings or if the Artist, as a consequence of contractual obligations is, abroad for a tour, without that the CLC-VECTA member and/or the Artist shall be liable to pay damages towards the Client in that instance.
- 15.2 In case a situation occurs as specified above in article 2.14 and 2.15.1 of this special part of these GTC, or the concerned Artist, because of illness and/or Force Majeure, is not able to perform, the CLC-VECTA member has the right, but not the obligation to (let) replace the concerned performance in consultation with the Client by another equivalent

artist, whereby the possible extra costs to be made reasonably will be for the account of Client, without that, this gives Client the right to dissolve the Agreement with the CLC-VECTA member (in part) or to otherwise terminate it.

#### Article 16: Liability

- 16.1 In addition to article 1.6 of Chapter 1 of the GTC, Client is liable for any damages by whichever cause on the occasion or in connection with the performance of the Artist and the event caused by visitors of the performance and the event or co-operatives or other contractors of Client or third parties employed by Client to (i) Client, (other) visitors or contractors of Client or third parties employed by Client or their goods or to (ii) the CLC-VECTA member, the Artist, their co-operatives or contractors or their goods or to (iii) the location (and amenities) of the performance or the event and all (other) goods that are on the location in relation to the performance and the event. Client safe-guards the CLC-VECTA member against all claims of third parties in that matter and Client is obliged to purchase, regarding the mentioned damages, a proper insurance and to pay all related costs.

### CHAPTER 3 RIGHT OF WITHDRAWAL OF CONSUMER IN CASE OF DISTANCE BUYING

#### Article 1:

- 1.1 This chapter shall apply in the event that an Agreement is concluded between the CLC-VECTA member and the Consumer within the framework of an organised system for distance-selling of products, digital content and/or services, whereby this Agreement is concluded using, exclusively or partly, one or more techniques for distance communication (hereinafter referred to as "**Distance Buying**").
- 1.2 In the event of Distance Buying, the Consumer shall be granted a cooling-off period of 14 (fourteen) calendar days,

- during which he may revoke (terminate) the Agreement. As a result of termination, the ordered services will no longer be procured, and the Consumer will get (part of) the money back. After the cooling-off period has lapsed, the right of withdrawal no longer applies.
- 1.3 The cooling-off period referred to under paragraph 1 of this article commences for services on the day that the Consumer (digitally) confirms that he will procure the services.
- 1.4 In the event that the Consumer wants to exercise the right of withdrawal, the Consumer must report this to the CLC-VECTA member by completing and digitally sending the form to be consulted for this purpose on the website, or by notifying the CLC-VECTA member in writing in another unambiguous way. The risk and burden of proof for the proper and timely exercise of the right of withdrawal shall rest with the Consumer.
- 1.5 The CLC-VECTA member shall refund all payments by the Consumer that apply to the Agreement which has been revoked by the Consumer.
- 1.6 The right of withdrawal shall not apply in case of:
1. Products or services of which the price is subject to fluctuations on the financial market which cannot be influenced by the CLC-VECTA member and which may occur within the withdrawal period;
  2. Agreements that have been concluded at a public auction. 'Public auction' is taken to mean a method of selling whereby products, digital content and/or services are offered by the CLC-VECTA member to the Consumer, who is personally present or is given the opportunity to personally be present at the auction, run by an auctioneer, and where the successful bidder is obliged to procure the products, digital content and/or services;
  3. Service agreements, after full execution of the service, but only if:
    - a. Execution has started with express prior permission of the Consumer;
    - and
    - b. the Consumer has declared that he will lose the right of withdrawal as soon as the CLC-VECTA member has fully executed the Agreement, or has had the Agreement fully executed;
4. Service agreements for the provision of accommodation, if a particular date or period of execution has been stipulated in the Agreement, and other than for residential purposes, transport of goods, car rental services and catering;
5. Agreements relating to leisure activities, if a particular date or period of execution has been stipulated in the Agreement.
- 1.7 The CLC-VECTA member shall pay the amount to be refunded immediately, but no later than 14 (fourteen) days following the day on which the Consumer reported the withdrawal. The CLC-VECTA member is entitled to delay payment until he has established the applicable stage of withdrawal. If the Consumer has expressly requested the CLC-VECTA member to perform the Agreement within the withdrawal period and subsequently revokes the Agreement within this period, the Consumer will owe the CLC-VECTA member an amount proportional to the part of the Agreement that has been executed by the CLC-VECTA member on the moment the Customer exercises the right of withdrawal, compared to the amount that would have been payable by the Consumer in the event of full execution of the Agreement.

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