

## **IDEA Terms and Conditions**

### **Article 1 Applicability of Terms and Conditions**

- 1.1 These Terms and Conditions will apply to every offer, tender and agreement between the Contractor and the Client.
- 1.2 If a provision of the Terms and Conditions is found to be invalid or is declared void, this will not affect the validity of the remaining provisions. In that case, a provision will be introduced to replace the provision that is invalid or has been declared void that will, as far as possible, approximate the intention of the parties.
- 1.3 The applicability of general terms and conditions of the Client will be expressly rejected.

### **Article 2 Tenders, information, and engaging third parties**

- 2.1 Offers, quotations, cost estimates, etc. made by the Contractor will not be binding, unless the Contractor has specified otherwise in writing.
- 2.2 All information provided by the Contractor and/or specifications will involve approximations, unless expressly indicated otherwise and in writing.
- 2.3 The Contractor will be entitled to engage third parties in order to perform the commission.

### **Article 3 Client's Obligations**

- 3.1 Unless otherwise agreed in writing, the Client will provide adequate measures at its own expense to ensure safety at the location where the commission is performed (including, but not limited to security for artists, staff and visitors). If arrangements have already been made with regard to the aforementioned measures, the Contractor will nevertheless be entitled to specify additional requirements at any time, should circumstances so require.
- 3.2 The Client must provide the Contractor in a timely manner with any information that it knows or should have known to be necessary for the performance of the commission. The Client will be responsible for the accuracy and completeness of the information that it provides.
- 3.3 The Client will not be entitled to any form of compensation, if (a) the Client wholly or partly fails to satisfy its obligations as set out in Article 3.1 and/or 3.2 of these Terms and Conditions and the Contractor wholly or partly cancels the commission (as the Contractor is entitled) and/or (b) the Client wholly or partly fails to satisfy its obligations as set out in Article 3.1 and/or 3.2 of these Terms and Conditions, the Contractor subsequently informs the Client of this breach in writing and the Client still wishes to continue the agreement.
- 3.4 The Client will be responsible for the payment of contributions for use of intellectual property rights of third parties (including, but not limited to Buma Rights, the Dutch Performance Rights Organisation).
- 3.5 Unless otherwise agreed in writing, the Client will be responsible for researching and obtaining the necessary third-party consents and/or permits.
- 3.6 The Client will be responsible for the acts and omissions of the third parties that are engaged and/or invited and thus involved in the commission, as visitor of an event.
- 3.7 Client is responsible for any tax consequences and/or payment (of retrospective charges) resulting from the Work-related Costs Scheme. Client will indemnify and compensate the Contractor entirely for related third-party claims received by the Client.

### **Article 4 Liability of the Contractor**

- 4.1 The Contractor will not be liable for damages of any kind, resulting from an assumption based on incorrect and/or incomplete information proffered by the Client.
- 4.2 The Contractor will only be liable for damages (i) if such damage is covered by its liability insurance and up to the amount that is paid by its insurance policy plus the excess or (ii) if there is intent or gross negligence on the part of the Contractor or its management.
- 4.3 If (i) there is no question of intent or gross negligence or (ii) the insurance does not pay out, and yet the Contractor is still liable, then this liability is limited to only direct damages (which expressly exclude liability for indirect damages), with a maximum of € 25,000.
- 4.4 All rights of claim and other rights that the Client may have for whatever reason vis-à-vis the Contractor should be received in writing by the Contractor within 12 months after the date the Client became aware of this or reasonably could have been aware of this, failing which these rights will lapse.
- 4.5 The Client will indemnify the Contractor against claims of third parties (including, but not limited to participants and visitors) who suffer damages in connection with the performance of the commission.

- 4.6 Advice given by the Contractor is always non-binding, the decision to follow said advice will be at the Client's own expense and risk.
- 4.7 The Client will not be liable for the attendance of participants at the event concerned.
- 4.8 The Contractor will not be liable for damage to goods that the Client makes available. The Client will ensure that adequate insurance is in place.

#### **Article 5 Complaints and claims**

All complaints and claims must, on penalty of forfeiture of rights, be submitted in writing to the Contractor within 30 days after they have become known or could have become known.

#### **Article 6 Force Majeure**

Circumstances which are beyond the Contractor's control, which are such that compliance with the agreement cannot reasonably be required or required to the full extent (such as, but not limited to (i) extreme weather, (ii) the withdrawal of one or more permits and (iii) national mourning) gives the Contractor the right to dissolve the agreement wholly or partially and/or to suspend the agreement without any obligation to pay compensation. In that case, the Contractor is still entitled to its commission fee (including, but not limited to costs of third parties engaged by it). The Contractor advises the Client to insure against these risks.

#### **Article 7 Price, payment and cancellation**

- 7.1 The agreed price (commission fee) does not include VAT or any other government levies, unless otherwise agreed in writing.
- 7.2 The Client must at all times guarantee secure payment of all that is owed at the first request of the Contractor.
- 7.3 Unless otherwise specifically agreed in writing, payment must be made within the payment period as stated on the invoice. The payment period is a deadline. The Client is not entitled to defer or settle any payment.
- 7.4 If payment is not received before the deadline has expired, the Client will be in default. It will owe the statutory commercial interest (part of a month counting as a full month) and extrajudicial collection costs of 15% of the principal amount, with a minimum of € 350.
- 7.5 The Client may only cancel the commission in writing. The Client will pay the following costs to the Contractor: a) 10 % of the total commission fee (as in force at the time of cancellation), for a cancellation in the period lying between 12 and 9 months before the start time/date; b) 25 % of the total commission fee (as in force at the time of cancellation) for a cancellation in the period lying between 9 and 6 months before the start time/date; c) 50 % of total commission fee (as in force at the time of cancellation) for a cancellation in the period lying between 6 and 3 months before the start time/date; d) 75% of the total commission fee (as in force at the time of cancellation) for a cancellation in the period lying between 3 and 2 months before the start time/date; e) 85% of the total commission fee (as in force at the time of cancellation) for a cancellation in the period lying between 2 months and 1 month before the start time/date; and f) 100 % of the total commission fee (as in force at the time of cancellation) for a cancellation within one month of the start time/date. The commission fee is the amount stated in the agreement plus subsequently agreed mutations.
- 7.6 If at the time of cancellation, the Contractor's damage exceeds the cancellation compensation as set out in Article 7.5 of these Terms and Conditions, the Client must pay this greater amount to the Contractor.

#### **Article 8 Intellectual Property Rights**

- 8.1 The Contractor has or will have exclusive ownership of all existing and future intellectual property rights (including, but not limited to copyright) relating to or arising from work (in whatever form, including but not limited to developed ideas, proposals, designs and concepts) that the Contractor develops and/or has had developed for the commission. The Client obtains these rights of use for the duration of the commission.
- 8.2 The Client will respect the intellectual property rights of third parties. If the Contractor, by any acts and/or omissions of the Client, infringes on the intellectual property rights of third parties, the Client will indemnify the Contractor, the employees of the Contractor and/or third parties engaged by the Contractor at first request.
- 8.3 By providing the Contractor with materials or works of any kind in the context of the commission, the Client gives the Contractor unconditional permission to use these materials and works in any way, inasmuch as this is reasonably required to perform the commission well.

- 8.4 The Client and third parties involved in the commission are entitled to make audio, photo and/or video recordings of the commission, unless the Contractor has expressly specified otherwise in writing. The audio, photo and/or video recordings may not be used by the Client and third parties involved in the commission may not be used in internal and external communications without the prior written consent of the Contractor.

**Article 9 Applicable law and competent court**

All legal relationships between the Contractor and the Client are governed by Dutch law. Only the court of the district in which (the registered office of) the Contractor is located, has jurisdiction to hear disputes between the parties knowledge.