



Definitions:

Client: the natural person or legal (entity) who entered an agreement with **We Are E** through a booking confirmation or otherwise entered an agreement with **We Are E**.

We Are E: agency with registered office and place of business in (1014 AK) Amsterdam, at Transformatorweg 30 registered with the Chamber of Commerce in Amsterdam under number 181712039B02.

Artist: the natural person who will be used at a certain event on the basis of a booking confirmation between Client and **We Are E**.

Party and/ or Parties: Client and/ or We Are E who entered an agreement together

1 GENERAL

- a. These conditions apply to all offers for work done by **We Are E**– whether in contract – as well as agreements made between **We Are E** and its Clients.
- b. Deviations from these conditions are only valid if they are confirmed in writing by **We Are E**
- c. Should **We Are E** be compelled, in the execution of the agreement, to bring portions of the performance to a third party, then **We Are E** shall in name of the Client be entitled to appeal to the provisions of this third party's conditions.
- d. It is not allowed for the Client to directly get in touch with Artists represented by **We Are E** on the matter of (follow-up) booking(s).

2 OFFERS

- a. All offers by **We Are E** are non-committal unless these contain a term of acceptance and are based on the data provided with the application and the prices and wages that were valid at the date of offer.
- b. If an offer is accepted by the Client, **We Are E** has the right to withdraw the offer within five working days after the receipt of acceptance.
- c. In composite quotation there is no obligation to supply a portion at a corresponding portion of the whole price quoted.

3 AGREEMENT

- a. The booking agreement between **We Are E** and Client as well as the general conditions will be displayed correctly.
- b. After conclusion specified changes and made or additional agreements are only binding for **We Are E** if these are confirmed in writing by Client
- c. All changes to the contract which shall be made by mutual consent or be caused because the known data at the time of execution do not correspond with the data communicated at the time of agreement, will be considered more-and less work, which shall be calculated in fairness and if possible charged together with the principal amount.

- d. **We Are E** has the freedom to determine the manner in which the agreement will be executed. If the Artist is unable to perform, **We Are E** has the right to, in consultation with the Client, call in another Artist, have the agreement be performed by Artists from a third party and having the whole or parts of the agreement be performed by a third party and calculate the associated costs to Client.
- e. **We Are E** holds the right to refuse an offer without giving reasons.

4 PROVISIONS CONCERNING THE PERFORMANCE / THE ARTIST; OBLIGATIONS CLIENT

- a. If Client uses promotional material with the name or image of the Artist, he must ensure –after written permission by **We Are E** – to at least provide two copies.
- b. If Client would like to sell “merchandise” from the Artist, he needs to obtain written permission by **We Are E** in advance.
- c. There will not be made any sound recordings, images and/or livestreams of the Artist without written consent by **We Are E**.
- d. There can be no limitations during sound check and/or performance by the Artist. If the Artist after arrival believes the sound (level) is unacceptable and/or the demands from the “rider” have not been lived up to and/or a dangerous situation has occurred, **We Are E** has the right to cancel the performance without withdrawing the agreed compensation.
- e. The Artist’s name is not allowed to be used (directly or indirectly) for any product(s), unless there’s been a written agreement between known parties. If possible, **We Are E** will supply needed pictures, logos and/or art work by the Artist when requested by Client. Everything will stay property of **We Are E** and shall be returned immediately after use and shall not be used again.
- f. None of the costs of promotion and similar shall be on behalf of **We Are E**.
- g. Client shall not start advertising and promoting before a written confirmation of the booking agreement and 100% of the agreed deposit has been received by **We Are E**. The Artist is not in any respect obliged to give interviews to radio, TV, newspaper or magazine, or participate in socials media advertising or live-streams unless Client has received written consent from **We Are E** or the Artist.
- h. Client will take extreme care of obtaining the necessary permits and licenses for the party/event. He will also take care of the required liability insurance and event insurance. Client will show these to **We Are E** when requested for the first time by **We Are E**.
- i. Client is obliged to mention at each booking which sponsors (indicating brand and product group) are sponsoring the event/performance. **We Are E** (Artist) holds the right at any given time to refuse a performance if not (all) sponsors have been reported in advance by Client.
- j. Client is not entitled to book forward the Artist to a third party if **We Are E** has not given a written permission. If Client, when granted, finds a location for this booking then Client shall inform **We Are E** in advance on the final booking fee (Artist fee and booking fee) to be paid for the Artist’s performance. On first request by **We Are E** Client shall hand a proof of confirmation or proof of payment of these fees to **We Are E**.

6. (PERSONAL) DATA CLIENT

- a. Client has a substantive obligation to provide all information which is relevant for performing the assignment, furthermore Client is held to make all information and documents, which **We Are E** in accordance with its judgment needs to execute the made agreement correctly, timely available in the desired shape and manner to **We Are E**.
- b. **We Are E** has the right to suspend or cancel the performance of contract until Client has complied to the obligation mentioned in the previous paragraph. **We Are E** also has the right to charge additional costs resulting from the delay according to the usual rates to Client.

- c. **We Are E** will not use any personal data provided by Client, other than for the purpose of fulfilling our agreement with Client or sending our newsletters if you have not unsubscribed from them.
- d. **We Are E** will handle any personal and other data it has obtained with due care and process such data exclusively in accordance with the Personal Data Protection Act, and, as per 25 May 2018, the applicable General Data Protection Regulation (GDPR), also known as Algemene Verordening Gegevensbescherming (AVG), as well as other relevant privacy regulations.

7. PRICE (CHANGES)

- a. The prices agreed to at the creation of the agreement are based on known information at the time of agreement.
- b. **We Are E** reserves the right to reopen negotiations regarding compensation for the performance if unexpected changes or previously unprovided information significantly impacts the circumstances pertaining to a performance.
- c. Client is obliged and responsible for withholding all local taxes. In case local taxes need to be withheld Client must provide a matching tax certificate in name of the artist for his or her administration to **We Are E** after each gig.

8. CANCELLATION

- a. If Client cancels the booking 21 or more days before the party/event, fifty percent of the agreed Artist fee should be paid. All pre-made costs by **We Are E** or Artist such as VISA and/or travel costs need to be reimbursed by Promoter. The entire booking fee needs to be paid.
- b. If Client cancels the booking between 21 and 15 days before the party-event, seventy-five percent of the agreed Artist fee should be paid. All pre-made costs by **We Are E** or Artist such as VISA and/or travel costs need to be reimbursed by Promoter. The entire booking fee needs to be paid.
- c. If Client cancels the booking within 14 days before the party/event, the agreed Artist and entire booking fee should be paid and all pre-made costs by **We Are E** or Artist such as VISA and/or travel costs need to be reimbursed by Promoter.

9 FORCE MAJEURE

- a. In case of force majeure **We Are E** is entitled to suspend execution of the agreement until the circumstance causing the force majeure does not longer occur.
- b. Force majeure means any strange cause as well as circumstance which reasonably should not be at the risk of **We Are E** and the Artist. Delay at or default by suppliers, transport, breakdowns, excessive absenteeism and strikes specifically apply as force majeure as well as when the performance by **We Are E** and Artist are being prevented by reasons of personal nature such as sickness.
- c. If the period of force majeure lasts longer than three months and it is clear the force majeure is of a permanent nature both parties can make other arrangements on the dissolution of the agreement and the associated consequences.
- d. **We Are E** is entitled to claim payment for the proceedings that have been made during execution of known agreement before the circumstance that caused the force majeure arose.
- e. **We Are E** holds the right to invoke force majeure even when the circumstance causing this sets in after the proceedings by **We Are E** should have been made.

10 CONTROL AND ADVERTISEMENT

- a. Client is held to sign the prepared booking confirmation within eight days after receiving this from **We Are E** and carefully check this on correctness and completeness.

- b. Inaccuracies or omissions in the agreed confirmation found by Client after receiving should immediately be notified to **We Are E** by registered mail.

11 DUTY TO WARN

- a. Client is held to inform **We Are E** immediately and completely when he suspects or notices the performance is not likely to go on.
- b. In addition to his own duty of care to prevent or limit damage Client is held to participate fully to give **We Are E** the opportunity to prevent or limit imminent damage and/or prejudice.
- c. Client is held to safeguard **We Are E** for claims of third parties as a result of the Artist's performance or the use of the provided service by Client.

12 LIABILITY

- a. All work by **We Are E** is done to best ability and is based on known data, established facts and given circumstances.
- b. **We Are E** is not liable against Client for damage (whether direct or indirect) and/or any disadvantage arising from the performed services –commissioned or not- or from any neglect in the performed services by **We Are E**, barring the case this damage is caused by intent or gross negligence of **We Are E**.
- c. **We Are E** is not liable against Client for damage (whether direct or indirect) and/or any disadvantage which arises for Client because either Client or **We Are E** dissolves the agreement or terminates the load of fulfilling the given assignment.
- d. Client is held to reimburse all damages against **We Are E** which is the result of loss (for example by fire, theft or damaging) of possessions of the Artist and **We Are E** (records, record cases, headphones, laptops, controllers, coats, bags etc.)
- e. Also **We Are E** is not liable for the person that it made responsible in its place or the person whose help it called to fulfil the agreement.
- f. If it should turn out, in compliance with the stipulations in the preceding paragraphs of this article, the damage caused and/or any disadvantage has to be on behalf of **We Are E**, then the complete liability for **We Are E** will be limited to a certain amount to criteria of reasonableness and fairness in relation to the agreed price, and shall in no event exceed the agreed price of the relevant booking.
- g. If, in the case of damages and/or any disadvantage for which **We Are E** is not liable according to the agreement, a third party holds it liable, Client shall completely safeguard **We Are E** in this case and reimburse everything that has to be paid to this third party, including all reasonable costs.
- h. The evidence with regard to any alleged liability by **We Are E** rests on the Client which will be accepted by him.

13 PAYMENT/COSTING

- a. Client undertakes to pay all the bills received by **We Are E** no later than 14 (fourteen) days before the agreed date of the performance or, if the agreement includes a specific payment date (or payment dates), no later than that payment date (or payment dates), unless the parties have agreed otherwise separately and in writing. Additional work must be paid within the payment term defined in the relevant invoice.
- b. **We Are E** holds the right to pay funds collected in the name of Client, with deduction of fee, (third party) costs, taxes and any outstanding invoices earlier. **We Are E** is never held to reimburse default interest to Client and/or third parties over the period in which it has the claimed amounts.

- c. In case of default, liquidation, (request for) bankruptcy or suspension of payment by Client his (payment) obligations will be immediately due and payable. Also the (payment) obligation by Client will be immediately due and payable in case **We Are E** comes to know circumstances that give it solid ground to fear Client will / cannot satisfy his (payment) obligation.
- d. Payment has to be made in Euro's or US dollars through bank transfer. All costs of transferring are born by the Client. In case of cash payment Client needs to take care to issue a receipt from **We Are E**.
- e. When exceeding the stated due, without any notice to that effect is required, Client owes **We Are E** interest with a minimum of 2% per month over the amount due. Interest over a portion of the month will be calculated as a full month, from the due date until the date of payment.
- f. Also Client owes extrajudicial costs from the due date, which amounts 15% of the principal amount. If, however **We Are E** demonstrates to have made higher costs, including judicial costs, which were reasonably necessary, then Client will also reimburse these costs.
- g. Payments made by the other party always serve primarily of all interest and cost and then all claimable invoices that have been outstanding the longest, even if Client states the payment relates to a later invoice.

14 SECURITY

- a. **We Are E** is entitled with or after entering into the agreement to demand certainty from Client before any (further) performance that he will comply his (current and future) commitments to **We Are E** within a reasonable time.
- b. Client is held to the provision of security at all time in case of shutdown or liquidation of the business, (request for) bankruptcy or suspension of payment, or when Client loses power to dispose of his entire or partial having.

15 SUSPENSION RIGHT

- a. In case Client threatens to not honour his obligations to **We Are E** it has the right to suspend execution of the agreement without notice until Client has honoured his part of the agreement.
- b. **We Are E** also has the right to suspend execution of the agreement in case it hears of circumstances which gives it solid ground to fear Client will not honour his obligations to **We Are E**.

16 TERMINATION

- a. In case Client lacks to fulfil the agreement **We Are E** has the right to terminate the whole or part of the agreement by written statement or by a court ruling.
- b. If the agreement is completely or partly terminated Client is held to at least reimburse the revenue claim of **We Are E** and the Artist.
- c. Making use of its right to terminate the whole or part of the agreement, **We Are E** is never held responsible to reimburse damages following from this for Client.
- d. In case circumstances arise with regard to persons and/or material that **We Are E** /the Artist uses or attempts to use to perform the agreement which are of such nature that performing the agreement would be impossible or so difficult and/or disproportionately expensive that compliance with the agreement cannot be reasonably required, **We Are E** is authorized to fully or partly terminate the agreement without owing compensation for this.

17 CONFLICTS

- a. All offers, assignments and closed agreements within these terms and conditions are exclusively applicable under Dutch law.

- b. For bookings in Europe the authorised Amsterdam judge is exclusively competent to take notice of all conflicts arisen on the occasion of transactions, offers, assignments and agreements on which these terms and conditions are applicable.
- c. In case a dispute arises and the booking takes place outside Europe, the Parties will aim to achieve an amicable solution by way of negotiations between senior representatives of both Parties. If any Party finds that no amicable solution can be reached, the following dispute resolution mechanism applies.
 - o Without prejudice to the right of each Party to seek injunctive relief (kort-geding) before the courts, all disputes arising in connection with this Agreement, can be finally settled in accordance with the arbitration rules of the Netherlands Arbitration Institute (Nederlands Arbitrage Instituut), excluding Section 4A (Articles 42a-42o) of these NAI Arbitration Rules (the "NAI Rules").
 - o The place of the arbitration will be Amsterdam, the Netherlands. If possible the arbitral procedure will be conducted in the English language. The arbitrators will decide according to the rules of law.
 - o The arbitral tribunal shall be composed of three arbitrators.
 - o The Parties agree to deviate from the so-called List Procedure as mentioned in Article 14 of the NAI Rules. Instead, each Party shall appoint one arbitrator within 4 weeks of the commencement of the arbitral proceedings (Article 6.2 NAI Rules).
 - o Within 4 weeks after the second party-appointed arbitrator has been appointed, the party-appointed arbitrators will together nominate the third arbitrator, who will act as chairman of the arbitral tribunal (the "Chairman").
 - o The replacement of an arbitrator will take place in accordance with the applicable appointment procedure for the arbitrator being replaced. Should such procedure not result in an appointment within 4 weeks after the relevant arbitrator's release of its mandate, the substitute arbitrator shall be appointed in accordance with Article 14 of the NAI Rules.

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