

ARTICLE 1: DEFINITIONS

Use is made in these general terms & conditions of the terms below, except when explicitly agreed otherwise in writing.

Plugged Live Shows:	Plugged Live Shows B.V., with its registered office in Breda, a firm that organises events and the user of these general terms & conditions.
Contractor:	the party, including the Artist, who has or will enter into an obligation towards Plugged Live Shows for the performance of services and/or sale or rental of goods, including in any event the rented space, transport, decor, light, sound, catering and security.
Performance:	all (legal) acts to be performed by the Contractor under the Agreement.
Client:	the party granting the Assignment to Plugged Live Shows for the (co-) organisation of a Show and/or Event.
Offer:	the total of all documents including a quote, pricelist, confirmation of assignment, correspondence and presentation, with which Plugged Live Shows makes an Offer to a Client.
Acceptance:	the written confirmation with which the Contractor accepts the Offer of Plugged Live Shows.
Assignment:	all work/actions to be carried out by Plugged Live Shows under the Agreement for the Client with respect to the organisation of the Event.
Contract Sum:	the amount quoted by Plugged Live Shows for the execution of the Assignment.
Entertainment Concept:	the creative concept produced by Plugged Live Shows, in which Shows, the Event and the performing Artist(s) are described in a Concept Book, which forms part of the Offer. Plugged Live Shows at all times retains the intellectual property of this concept.
Artist(s):	the performing artist/group of artists, who has entered into an obligation towards Plugged Live Shows to perform one or more shows and/or the Entertainment Concept.
Show:	the artistic performance of the Artist(s).
Event:	the event within which the Show takes place.
Agreement:	the agreement between Plugged Live Shows and the Client, or with the Contractor or the Artist(s), respectively.
Fee:	the total agreed amount owed by the Client to Plugged Live Shows and/or the Artist.
Other Party:	the other party in the Agreement with Plugged Live Shows, such as Clients, Contractors and Artists.
Parties:	Plugged Live Shows and the Other Party or Other Parties jointly.

ARTICLE 2: APPLICABILITY OF CONDITIONS

1. These general terms & conditions apply to all Offers by and all Agreements with Plugged Live Shows.
2. Applicability of the general terms & conditions of the Other Party is explicitly excluded, except if agreed otherwise in writing between the Parties.
3. The acceptance by the Other Party without comment and reserve of an Offer, in which reference is made to these general terms & conditions, will be regarded as consent to the application thereof.
4. If any (part of a) provision of these general terms & conditions is deemed inapplicable, such will not prejudice the validity of the remaining provisions.

ARTICLE 3: OFFERS

1. The making of an Offer to a Client does not oblige Plugged Live Shows to enter into an Agreement.
2. If an Offer is accepted by the Client, Plugged Live Shows is entitled to withdraw the offer within five (5) working days after receipt of the acceptance.
3. The Other Party cannot derive any rights from images and descriptions in Offers, folders, catalogues and other promotional materials provided by or on behalf of Plugged Live Shows. The aforementioned information has no binding effect on Plugged Live Shows whatsoever.
4. A composite quote does not entail any obligation to pay a part of the full quoted Fee for a corresponding part of the Show.

ARTICLE 4: AGREEMENTS

1. Agreements are binding only after written confirmation by Plugged Live Shows.
2. Supplements or changes to the Agreement must be confirmed by the Parties in writing.

ARTICLE 5: EVENT

1. The Other Party will arrange for any permits, exceptions, etc., required in connection with the Event. Plugged Live Shows is entitled to cancel the Event in the absence of one or more required permits, exemptions, etc. Without prejudice to the preceding, Plugged Live Shows retains the right to demand full compensation from the Client.
2. The Other Party guarantees that:
 - A. If other parties are also required to perform work in the space where the Event will take place, such work will be completed on time so that the parties in the Entertainment Concept or the Show, including the Artist(s), can use the space to carry out preparations without hindrance.
 - B. Plugged Live Shows, its parties and the Artist(s) engaged for the performance of the Entertainment Concept or the Show will have free access to the space where the Event and can carry out preparations without hindrance.
 - C. Good (changing) facilities will be available for the Artist(s) and the space will be provided with lighting, a mirror and power connection, and the space can be properly closed off.
 - D. A stage is present that is or can be adequately covered, except if agreed otherwise in writing.
 - E. Sanitary facilities are available within a reasonable distance.
 - F. The working environment complies with the applicable statutory regulations and the safety of all parties involved in the Entertainment Concept, including the Artist(s) is ensured before, during and after the Event, including by the presence of sufficient (safety) personnel, crowd barriers, stagehands, etc.
 - G. The maximum number of persons permitted under fire brigade regulations and/or other regulations, whether or not prescribed by government bodies, will not be exceeded in the space where the Event will be held.
 - H. Without prior written permission of Plugged Live Shows, no audio and/or video recordings will be made of the Event and the Event will not be reproduced and/or transmitted and that the Other Party will take all necessary measures to prevent third parties, without the permission of Plugged Live Shows, from making audio and/or video recordings of the Event, or reproduce and/or transmit the Show.
3. The location where the Event will take place is laid down in the Agreement and is binding.
4. The time at which the Event will start, as well as the duration of the Event, will be laid down in the Agreement and are binding.

ARTICLE 6: PAYMENT

1. All quoted prices are exclusive of turnover tax (BTW) and other levies imposed by law.
2. If changes have been made to the performances to be provided by Plugged Live Shows and/or these extend over a series of extended periods, Plugged Live Shows reserves the right to unilaterally change its Fee. Any intention to change the Fee will be communicated to the Client in writing no later than two (2) months before the starting date.
3. The Client will effect payment within two (2) weeks before the agreed starting date of the Show or, if a specific payment date is agreed in the Agreement, by no later than said payment date, except if agreed otherwise in writing.
4. If the Client fails to pay the amounts due within the agreed term, Plugged Live Shows can, without requiring further notice of default, charge an interest of eight percent (8%) per month or part thereof on the outstanding amount.
5. If the Client, following receipt of a notice of default, still fails to pay the amount due, the claim can be passed on to a collection agency in which case the Client, besides the total amount due, will also be liable for compensation of all judicial and extrajudicial collection costs, including legal fees, the amount of which is set at a minimum of fifteen percent (15%) of the total claim.
6. If the Client, despite reminders and summons, remains in default, Plugged Live Shows is at all times entitled to suspend the fulfilment of its obligations, without prejudice to the obligation of the Client to fulfil its obligations.

ARTICLE 7: ADDITIONAL WORK

1. Plugged Live Shows is entitled to charge all extra costs, resulting from any hindrance whatsoever in the fulfilment of the Agreement and/or for work or services that were not laid down in the Agreements, to the client as Client as additional work.
2. Additional work will be invoiced separately, following fulfilment of the Agreement.

ARTICLE 8: REGULATIONS

1. The Other Party guarantees to have all licences required for the fulfilment of the Agreement. The Other Party will on request allow immediate inspection of the aforementioned permits and any (including supplementary) relevant permit conditions and/or make a copy thereof available to Plugged Live Shows.
2. The Other Party indemnifies Plugged Live Shows against all related government-imposed penalties related to non-compliance and any losses resulting from the non-compliance of any statutory requirement, permit conditions or official instructions, standards or guidelines.
3. The Other Party will immediately comply with all reasonable instructions by Plugged Live Shows related to the fulfilment of the Agreement.

ARTICLE 9: CANCELLATION

1. Cancellation by the Other Party is only possible with the written permission of Plugged Live Shows.
2. If Plugged Live Shows agrees to cancellation by the Client, the provisions below apply.
 - A. In case of cancellation in the period from nine (9) months up to seven (7) months before the agreed date of the Show, the Client will owe a fee of twenty five percent (25%) of the Contract Sum.
 - B. In case of cancellation in the period from seven (7) months up to five (5) months before the agreed date of the Show, the Client will owe a fee of fifty percent (50%) of the Contract Sum
 - C. In case of cancellation in the period from five (5) months up to three (3) months before the agreed date of the Show, the Client will owe a fee of seventy five percent (75%) of the Contract Sum.
 - D. In case of cancellation in the period from three (3) months before the agreed date of the Show, the Client will owe the full Contract Sum.

3. Without prejudice to the foregoing, Plugged Live Shows reserves the right to demand full compensation from the Other Party.
4. Plugged Live Shows is entitled, for reasons of its own choosing, to cancel the Assignment up to two (2) weeks before the agreed date of the Show without owing any compensation for such.
5. Cancellation by Plugged Live Shows in the period from two (2) weeks before the agreed date of the Show up to the date of the Show is, barring force majeure, exclusively permitted if the Artist(s) has other significant obligations, such as television, radio or promotional obligations, either domestically or abroad. The Client will in that case have no right to demand compensation from Plugged Live Shows. If the Contract Sum, or a part thereof, has already been paid to Plugged Live Shows, such will be repaid in full.
6. In the cases as referred to in Paragraph 4 of this article, Plugged Live Shows can make one or more proposals to reschedule the Show to another date. The Other Party will respond in writing to the proposals by Plugged Live Shows, stating whether or not these are acceptable.

ARTICLE 10: IMPOSSIBILITY TO FULFIL THE AGREEMENT AND FORCE MAJEURE

1. If during the preparations and/or performance of the agreed work, it appears that fulfilment is impossible, whether as a result of circumstances not known to Plugged Live Shows or on grounds of force majeure, Plugged Live Shows is entitled to demand that the granted Assignment be changed in such a manner that fulfilment becomes possible.
2. Plugged Live Shows is moreover entitled, without legal intervention, to suspend fulfilment of the Agreement or to regard the Agreement as dissolved with immediate effect, or at least to terminate the Agreement without Plugged Live Shows being obliged to pay compensation or otherwise. If and insofar as Plugged Live Shows has already made any payment to the Other Party, the latter will refund this to Plugged Live Shows, except insofar as such payment is for any Performance already made by the Other Party.
3. Force majeure will include:
 - A. War, riot, mobilisation, international and domestic unrest, government measures, strikes and exclusion by labourers or the threat of such and comparable circumstances.
 - B. Disruption of the exchange rate applicable at the time of concluding the Agreement.
 - C. Disruptions in operations as a result of fire, accidents or other incidents.
 - D. Natural disasters.
 - E. Government measures that prevent fulfilment of the Agreement, or make it disproportionately onerous.

ARTICLE 11: INTELLECTUAL PROPERTY

1. If the fulfilment of the Agreement leads to the creation of any right of intellectual property, including but not limited to copyrights, then such rights will irrevocably devolve to Plugged Live Shows. Insofar as required, the Other Party hereby in advance, and at no expense, transfers said rights to Plugged Live Shows, which accepts transfer thereof. Insofar as the aforementioned transfer requires any further cooperation by the Other Party or the fulfilment of other formalities, the Other Party will grant its cooperation to such, subject to a penalty each time of € 10,000 payable directly to Plugged Live Shows.
2. The Other Party acknowledges and respects all existing and/or future intellectual and industrial property rights of Plugged Live Shows.
3. The Other Party will not, either directly or indirectly, make any audio and/or video recordings and/or photos of the Event of which the Shows form part and/or reproduce or (re)broadcast these, except with the prior written permission of Plugged Live Shows.
4. The Other Party acknowledges that Plugged Live Shows is entitled, either directly or indirectly, to make audio and/or video images and/or photos of the Show, to reproduce and/or (re)broadcast these.

ARTICLE 12: PROMOTIONAL MATERIAL

1. The Other Party requires the prior written permission of Plugged Live Shows for the use of the name and/or image of the Entertainment Concept of the Artist(s), work(s) of Plugged Live Shows or the Artist(s) or the use of any right of intellectual property of the Artist(s) and/or Plugged Live Shows, either on or in the producible promotional material, all to be understood in the broadest sense of the word and including, but not limited to, digital materials. The Other Party will to this end, in advance, present a number of yet to be determined prototypes of the promotional material to Plugged Live Shows for its approval.
2. Promotional material making use of the name and/or image of the Artist(s), work(s) of Plugged Live Shows or the Artist(s) or other intellectual property rights of the Artist(s) and/or Plugged Live Shows may only be distributed with the prior written permission of the Artist(s) and/or Plugged Live Shows.
3. The Other Party will arrange adequate promotion and publicity of the Event in all communications by the Other Party regarding the Event.
4. The Other Party is not permitted, without the prior written permission of Plugged Live Shows and/or the Artist(s), to sell or rent out audio recordings, websites, social media accounts, posters and/or other articles, whether or not in digital format, bearing the name, image, work(s), brands, drawings or models and/or other intellectual property rights of Plugged Live Shows and/or the Artist, or to otherwise make these available in such a manner that violates the intellectual property rights of the Artist. The Other Party will take all necessary measures to prevent third parties from offering and/or selling, renting out or otherwise making such articles available.

ARTICLE 13: COPYRIGHT AND MUSIC PERFORMING RIGHTS

1. All copyright and music performing right fees owed to, for example, but not limited to, organisations such as Buma/Stemra, will be for the account of the Other Party, and will be paid by the Other Party to the relevant organisations, except if agreed otherwise in writing.

ARTICLE 14: COMPLAINTS

1. Complaints concerning the (manner of) fulfilment of the Agreement will be submitted by the Client to Plugged Live Shows in writing, stating grounds, within a period of eight (8) days after fulfilment of the Agreement. Any verbal complaint will be followed immediately by a written confirmation thereof.
2. If a complaint is not submitted to Plugged Live Shows within the aforementioned term, the Agreement is deemed to have been fulfilled satisfactorily.
3. Complaints do not suspend the payment obligation of the Client.
4. Plugged Live Shows will be enabled to investigate the complaint.
5. If a complaint is deemed to be justified, it will be handled in accordance with the provisions of Article 15.

ARTICLE 15: LIABILITY

1. The Other Party will take out adequate insurance within the context of the fulfilment of the Agreement.
2. Plugged Live Shows accepts no liability for losses, including consequential losses, resulting from actions or negligence in the broadest sense of the word, except in case of intent and/or gross negligence on its part. The same limitation of liability applies to the Artist(s), personnel or other third parties engaged by Plugged Live Shows in the performance of its work.

3. Without prejudice to the other provisions of this article, the liability of Plugged Live Shows - under any heading whatsoever - is maximised at the Contract Sum. Compliance with this provision will be regarded as sole and full compensation.
4. Without prejudice to the preceding paragraphs of this article, Plugged Live Shows accepts no liability for any losses not covered by an insurance concluded by Plugged Live Shows.
5. Any claims against Plugged Live Shows for compensation of losses will at all times lapse after six (6) months.
6. If the Other Party is a natural person not acting in the performance of a profession or business, claims against Plugged Live Shows for the compensation of losses will lapse after a maximum period of one (1) year.
7. The Other Party will lose all rights against Plugged Live Shows and is liable for all losses and indemnifies Plugged Live Shows against claims for damages if and insofar as:
 - A. The aforementioned losses result from incorrect and/or incomplete information provided by the Other Party to Plugged Live Shows.
 - B. The aforementioned losses result from failure on the part of the Other Party to act in accordance with the instructions and/or advice of Plugged Live Shows.
 - C. The aforementioned losses result from errors or inaccuracies in information, materials, data carriers, etc., provided or prescribed by the Other Party to Plugged Live Shows.

ARTICLE 16: INTERIM TERMINATION

1. Plugged Live Shows is entitled to terminate, either in full or part, the Agreement with the Other Party, without requiring any notice of default or legal intervention, or - at own election - to suspend the further fulfilment of the Agreement, if:
 - A. The Other Party defaults in the fulfilment of any obligation under the Agreement.
 - B. The Other Party is declared bankrupt and/or files a petition for such.
 - C. The Other Party applies for a suspension of payment.
 - D. The Other Party is placed under guardianship or dies.
 - E. The legal entity of the Other Party is dissolved or the business of the Other Party is liquidated.

ARTICLE 17: APPLICABLE LAW / COMPETENT COURT

1. Any Agreements between the Parties are governed exclusively by Dutch law. Moreover, any disputes arising from these Agreements will be adjudicated according to Dutch law.
2. Any disputes will be submitted to the competent court in Breda, except if the subdistrict court has jurisdiction and Plugged Live Shows is authorised to bring the case before the competent court in the place where the Artist resides or as his registered office.

SPECIAL CONDITIONS: CONTRACTOR

ARTICLE 18: DELIVERY

1. The delivery of goods and services will take place by no later than the agreed time and date, within the agreed period and at the agreed place, failing which the Contractor will be in default without further notice of default being required.
2. The Contractor will deliver the goods complete and ready for use. The Contractor will include in the delivery all required technical tools as agreed, special effects, components, tools, aids, user instructions, instruction booklets and other accessories required for the realisation of the purpose indicated by Plugged Live Shows, also if such have not been specified in the Agreement.
3. Plugged Live Shows is not obliged to further inspect the delivered goods on receipt or taking into use. Acceptance by Plugged Live Shows of the delivered goods does not in any way release the Contractor from its provided guarantees.
4. If the delivered goods are rejected, the Contractor will at the first request of Plugged Live Shows recover the rejected goods within five (5) working days and arrange the repair or replacement of the rejected goods.
5. If the Contractor, following a request by Plugged Live Shows, fails to recover the rejected goods within five (5) working days, Plugged Live Shows is entitled to return the goods for the account of the Contractor.
6. Shipment or delivery of goods by or on behalf of the Contractor to Plugged Live Shows will at all times take place for the risk and account of the Contractor.

ARTICLE 19: ENGAGEMENT OF THIRD PARTIES

1. The Contractor is not entitled, without the prior written permission of Plugged Live Shows, to engage third parties in its Performance, except if stipulated otherwise in the Agreement.

ARTICLE 20: PAYMENT

1. Plugged Live Shows will pay all invoices in accordance with the terms of payment stated on the invoice. If no specific terms are stated, Plugged Live Shows will effect payment within thirty (30) days of the invoice date.

ARTICLE 21: GARANTIE AND LIABILITY

1. The Contractor guarantees Plugged Live Shows that the Contractor and the goods/services to be delivered by the Contractor will comply in full with all the applicable legal requirements, including standards and guidelines.
2. The Contractor guarantees Plugged Live Shows that the goods/ services delivered are free of defects and accepts liability to Plugged Live Shows for any direct or indirect losses resulting from such defects. Without prejudice to any other rights of Plugged Live Shows, the Contractor will immediately, at Plugged Live Shows first request, remedy any defects in the delivered goods/services.
3. Plugged Live Shows is at all times entitled to refuse any fulfilment offered after the commencement of default.
4. The Contractor indemnifies Plugged Live Shows against all third-party claims related directly or indirectly to the goods/services delivered with respect to the Event. The Contractor also indemnifies Plugged Live Shows against all third-party claims regarding the delivered goods/services, and the Contractor guarantees Plugged Live Shows that it can use the delivered goods/services without any restriction.
5. The Contractor will at the first request of Plugged Live Shows perform maintenance of the delivered goods, to the extent, during the term and against a fee as customary in the relevant sector.

6. Plugged Live Shows accepts no liability for losses resulting from theft, damage and/or loss of the goods of the Other Party or of employees of the Contractor, except if this loss is the result of intent or gross negligence on the part of the management of Plugged Live Shows.
7. Plugged Live Shows accepts no liability for any losses resulting from death or physical injury of (employees of) the Contractor, except if this loss is the result of intent or gross negligence on the part of the management of Plugged Live Shows.
8. The Contractor accepts liability for all losses of Plugged Live Shows resulting from loss, theft and/or damage of goods of Plugged Live Shows and/or goods of the employees of Plugged Live Shows and/or goods of Other Parties of Plugged Live Shows and/or their employees, insofar as such losses are the result of any action or negligence on the part of the Other Party and/or the employees of the Other Party.
9. The Contractor accepts liability for all losses of Plugged Live Shows resulting from death or physical injury of (employees of) Plugged Live Shows or (employees of) Other Parties of Plugged Live Shows, insofar as such losses are the result of any action or negligence on the part of (employees of) the Contractor.
10. Plugged Live Shows is only in default to the Contractor if it fails to observe a written notice of default by the Contractor, whereby a reasonable term for fulfilment of at least thirty (30) days is granted.
11. Insofar as Plugged Live Shows is liable towards the Contractor for any losses incurred by the Contractor, this liability is at all times limited to the invoice value of the Performance agreed by the Parties and, insofar as the invoice value of this Performance is higher, the liability is at all times limited to the amount to be paid out under the statutory liability insurance of Plugged Live Shows.
12. As regards the claims of the Parties under the Agreement, or any other claims related to the Performance of the Other Party, the administration of Plugged Live Shows will be decisive, barring undeniable proof to the contrary by the Other Party.
13. The Contractor will indemnify Plugged Live Shows against all third-party claims for losses for which the Other Party is liable on grounds of the above provisions.

SPECIAL CONDITIONS: ARTISTS

ARTICLE 22: ARTIST AND SHOWS

1. The Artist declares and guarantees not to be subject to any obligation that would prevent him from concluding and fulfilling the Agreement with Plugged Live Shows.
2. The Artist will at all times conduct himself as a good Artist and fulfil the Agreement in a professional and proper manner.
3. The Artist will be present well in advance, together with all goods required for the show, except if it has been agreed in writing that the goods required for the show will be provided by Plugged Live Shows or third parties.
4. If the Artist performs as a group, the Artist declares and guarantees that the composition of the group at the time of the show will be identical to that at the time of concluding the Agreement.
5. The Artist declares and guarantees that he will not himself or through other third parties than Plugged Live Shows accept any bookings for a public event to be held during a period of four weeks before until four weeks after the show agreed between the Artist with Plugged Live Shows under the terms of the Agreement within a radius of twenty-five (25) kilometres around the location of the specified show, and at the location itself, except with the prior written permission of Plugged Live Shows.
6. The Artist, who within the context of an Agreement has been introduced and made available by Plugged Live Shows to a Client of Plugged Live Shows, is not later permitted without the permission and/or without the involvement of Plugged Live Shows to accept repeat bookings from or enter into agreements with the aforementioned Client.

ARTICLE 23: FEE AND PAYMENT

1. Plugged Live Shows will pay the Fee agreed with the Artist within thirty (30) days of the show, except if the Parties have agreed otherwise in writing. If Plugged Live Shows is responsible for the payment of payroll tax and/or social insurance premiums, Plugged Live Shows will first pay the Fee after the Artist has provided Plugged Live Shows and/or the appropriate government bodies with the documents to which the Artist is legally obliged. If the Artist or a third party pays the payroll tax and social insurance premiums, the Artist declares and guarantees that the aforementioned third-party is in possession of a valid Declaration of Employment Status (*Verklaring arbeidsrelatie; VAR*) and Artist indemnifies Plugged Live Shows against any claims in this respect. The Artist will at the first request of Plugged Live Shows provide Plugged Live Shows and the appropriate government bodies with the documents to which the Artist is legally obliged.
2. All investments made or to be made by the Artist towards the fulfilment of the Agreement are for the account of the Artist.

ARTICLE 24: PROMOTIONAL MATERIAL

1. The Artist will well in advance of the show provide Plugged Live Shows with publicity material such as photos, biographies, etc., in the form of a Presskit. The Artist entitles Plugged Live Shows to use his (artist) name, image and all other materials provided to Plugged Live Shows for promotional purposes.

ARTICLE 25: FORCE MAJEURE

1. Supplementary to the provisions of Article 10, the Artist will immediately inform Plugged Live Shows if he is unable, due to sickness or disability, to perform in accordance with the Agreement. The Artist will in that case forthwith provide Plugged Live Shows with a medical statement and entitle Plugged Live Shows to consult with the relevant physician to ascertain whether the Artist is indeed unable to perform, to which consultation the Artist will grant his full cooperation. The preceding is without prejudice to any non-fulfilment or untimely fulfilment on the part of Plugged Live Shows or the Artist.