

General Terms and Conditions IDEA

Article 1 Applicability of General Terms and Conditions

- 1.1 These General Terms and Conditions will apply to every offer, tender and agreement between the Contractor and the Client.
- 1.2 If a provision of the General 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, Parties will introduce a provision to replace the provision that is invalid or has been declared void, which as far as possible will approximate the intention of the Parties.
- 1.3 The applicability of General Terms and Conditions of the Client will be expressly rejected.
- 1.4 These General Terms and Conditions may be amended by a single notification from the Contractor to the Client. If no objection is lodged within 30 days of this notification, the amended General Terms and Conditions will apply to all new agreements to be concluded between the Parties, and to all existing and ongoing agreements between the Parties as per the day of this notification, in so far as these are executed after the day on which the notification is communicated.

Article 2 Tenders, information and engaging third parties

- 2.1 All offers, quotations, cost estimates, and such from the Contractor will be without any obligation, unless the Contractor has specified otherwise in writing.
- 2.2 All information and/or specifications provided by the Contractor 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 contract.

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 contract is performed (including, but not limited to the safety of performing 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 demand.
- 3.2 The Client must provide the Contractor in a timely manner with all information it knows or should have known to be necessary for the performance of the contract. The Client will be responsible for the accuracy and completeness of the information it provides.
- 3.3 The Client will not be entitled to any form of compensation, if (a) the Client wholly or partially fails to comply with its obligations as included in article 3.1 and/or 3.2 of these General Terms and Conditions and the Contractor wholly or partially cancels the contract (as the Contractor is entitled) and/or (b) the Client wholly or partially fails to comply with its obligations as included in article 3.1 and/or 3.2 of these General Terms and Conditions, while the Contractor has informed the Client of this in writing and the Client nevertheless wishes to continue the contract.
- 3.4 The Client will be responsible for the payment of the fees for the use of intellectual property rights of third parties (including, but not limited to so-called Buma Rights, the Dutch Performance Rights Organisation).
- 3.5 Unless otherwise agreed in writing, the Client will be responsible for acquiring the necessary permission from third parties and/or permits and any research to that effect.
- 3.6 The Client will be responsible for the acts and omissions of the third parties it engaged and/or invited that are involved in the contract, such as (but not limited to) participants and visitors of an event.

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 provided by the Client.
- 4.2 The Contractor will only be liable for damage (i) if such damage is covered by its liability insurance and up to the amount that is paid out on its insurance policy plus the excess, or else (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 will be limited to only direct damages (expressly excluding liability for indirect damages), with a maximum of € 25,000.
- 4.4 All rights of claim and other rights that the Client may have towards the Contractor, for whatever reason, should be received by the Contractor in writing within 12 months after the date on which the Client became aware of this or reasonably could have been aware of this, in default of which these rights will lapse.
- 4.5 The Client will indemnify the Contractor against claims from third parties (including, but not limited to participants and visitors), who suffer damages in connection with the performance of the contract.
- 4.6 Any advice provided by the Contractor will at all times be without obligation and to follow said advice will be at the expense and risk of the Client.
- 4.7 The Contractor will neither be responsible nor liable for the attendance of participants in or visitors to the event in question.
- 4.8 The Contractor will not be liable for damage to goods made available to it by the Client. The Client will ensure that adequate insurance is in place.

Article 5 Complaints and claims

All complaints and claims must be submitted to the Contractor in writing within 30 days after these have become known or could have become known, at the risk of forfeiture.

Article 6 Force Majeure

Circumstances that cannot be attributed to the Contractor, that are of such a nature that compliance with the agreement can reasonably no longer be required or be 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) will entitle the Contractor to dissolve the agreement wholly or partially and/or to suspend the performance of the agreement without any obligation to pay compensation. In that case, the Contractor will retain its right to its contract fee (including, but not limited to costs of third parties it engaged). The Contractor advises the Client to take out insurance against these risks.

Article 7 Price, payment and cancellation

- 7.1 The agreed price (contract fee) is excluding VAT and any other government levies, unless otherwise agreed in writing.
- 7.2 The Client will at all times be obliged to provide security for payment of all the amounts it owes at first request from the Contractor.
- 7.3 Unless expressly agreed otherwise in writing, payment must be made within the payment term as stated on the invoice. The payment term is a final deadline. The Client is not entitled to suspend or offset any payment.
- 7.4 If payment is not received within the payment term, the Client will be in default by operation of the law. It will then owe the statutory commercial interest (where part of a month will count as a full month) and extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act, or a substitute arrangement.
- 7.5 The Client will only be entitled to cancel the contract in writing. In the event of a cancellation, the Client must pay the following costs to the Contractor: a) 10% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 12 and 9 months before the start time/date; b) 25% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 9 and 6 months before the start time/date; c) 50% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 6 and 3 months before the start time/date; d) 75% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 3 and 2 months before the start time/date; e) 85% of the total contract fee (as in force at the time of cancellation) for a cancellation in the period between 2 months and 1 month before the start time/date; and f) 100% of the total contract fee (as in force at the time of cancellation) for a cancellation within one month of the start time/date. The contract fee is the contract fee as 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 included in article 7.5 of these General Terms and Conditions, the Client must pay this greater amount to the Contractor.

Article 8 Intellectual Property Rights

- 8.1 The Contractor is, or else will be the exclusive party entitled to all existing and future intellectual property rights (including, but not limited to copyright) vested in or arising from works (in whatever form, including but not limited to developed ideas, proposals, designs and concepts) that the Contractor develops and/or has had developed in the scope of the contract. The Client acquires a right of use for this, for the duration of the contract.
- 8.2 The Client guarantees it will conform to the intellectual property rights of third parties. If the Contractor, through acts and/or omissions from the Client, breaches 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 whatever nature in the scope of the contract, the Client grants unconditional permission to the Contractor to use these materials and works in any way, in so far as this is reasonably required for proper performance of the contract.
- 8.4 The Client and third parties involved in the contract are entitled to make audio, photo and/or video recordings of the contract, unless the Contractor has expressly stipulated otherwise in writing. The audio, photo and/or video recordings may not be used by the Client and third parties involved in the contract in internal and external communications without the prior written consent from the Contractor.

Article 9 Processing personal data

- 9.1 If the Contractor processes personal data when executing the Agreement for the Client, the terms and conditions as set out below will apply in addition to the General Terms and Conditions.
- 9.2 The definitions used in these terms and conditions will have the meaning as ascribed to them by the General Data Protection Regulation (to be referred to hereinafter as: GDPR) or as applied by the legal system.
- 9.3 In processing personal data, the Client will be regarded as controller, or if the Client processes the personal data for a third party, as processor. The Contractor will fulfil the role of processor or sub-processor (depending on the capacity of the Client in processing personal data).

Article 10. Purposes of processing

- 10.1 The Contractor will only process personal data in the scope of the execution of the Agreement, plus those purposes that reasonably coincide with this or that have been determined with consent from the party involved.
- 10.2 Under the Agreement the Contractor will process all personal data of all parties involved that are kept in the execution of the agreement, or else that are otherwise submitted to the Contractor for processing. In case special personal data are processed, the Client must notify the Contractor of this in advance and Parties will then consult with each other to assess whether additional measures are required in this regard.
- 10.3 The Contractor has no control over the purpose and the means for processing personal data. The Contractor will take no independent decisions regarding the receipt or the use of the personal data, the provision to third parties and the duration of the retention period.
- 10.4 The Client guarantees to maintain a data processing register, in so far as required in the GDPR. The Client indemnifies the Contractor from all liabilities and claims in connection with the failure to comply or the failure to properly comply with this obligation to maintain a register.

Article 11. Division of responsibilities

- 11.1 The Contractor will not be responsible for processing personal data, which will in any case include, but not be limited to the collection of the personal data by the Client, processing for purposes not reported to the Contractor by the Client, processing by third parties or for other purposes.
- 11.2 The Client guarantees that the content, the use and the order to process personal data are not unlawful and do not violate any rights from third parties. Business Clients indemnify the Contractor against all claims from third parties that arise from failure to comply with the aforementioned guarantee by the Client.
- 11.3 The obligations of the Client that arise from these terms and conditions also apply to those who process personal data under authority of the Client, such as employees or third parties they engaged.

Article 12. Transfer of personal data

- 12.1 The Contractor processes personal data in countries within the European Economic Area. The Client will grant the Contractor permission for processing personal data in countries outside the European Economic Area with due observance of the laws and regulations that apply in this regard.
- 12.2 Upon request, the Contractor will notify the Client to which country or countries the personal data are transferred.

Article 13. Engaging sub-processors

- 13.1 The Client grants the Contractor permission to engage sub-processors in the scope of the Agreement and the personal data processing included in these terms and conditions. Upon request, the Contractor will inform the Client about which sub-processors it engages.
- 13.2 If the Contractor intends to engage new sub-processors to process personal data, the Contractor will inform the Client of this in advance. The Client will subsequently have a period of two weeks to object to this intention in writing. If the Client does not object within the aforementioned period of two weeks, the Client will be to agree with this.
- 13.3 The Client will not withhold its permission to engage other sub-processors on unreasonable grounds, while the Contractor will undertake to impose at least the same obligations on the sub-processor pertaining to the personal data processing as those agreed between the Client and the Contractor.

Article 14. Requests from parties involved

- 14.1 If a party involved directly addresses the Contractor with a request regarding his personal data, the Contractor will forward the request to the Client within a reasonable term. The Contractor may notify the party involved of this.
- 14.2 The Contractor will respond directly to the party involved if the Contractor has a statutory obligation to do so, or if the Contractor has an independent responsibility in this regard under the GDPR.
- 14.3 The Contractor will be entitled to charge the costs in connection with the response to requests from parties involved to the Client.

Article 15. Applicable law and competent court

All legal relationships between the Contractor and the Client are governed exclusively by Dutch law. The district court in which (the registered office of) the Contractor is located, has exclusive jurisdiction to hear disputes between the parties, unless mandatory legal provisions dictate otherwise.