



Capitol Bookings B.V.

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ARTICLE 1 – SCOPE OF APPLICATION OF THE TERMS AND CONDITIONS

1. These Terms and Conditions apply to all offers and all agreements of **Capitol Bookings** ("Capitol Bookings"), whose principal place of business is located in The Hague.
2. The principal shall hereinafter be referred to as "the Principal".
3. No other terms and conditions shall be of any force or effect unless expressly agreed to in writing by both parties.
4. The acceptance and retention of a quotation or order confirmation, in which reference is made to these Terms and Conditions, by the Principal without comment, shall indicate the Principal's approval of the application of these Terms and Conditions.
5. Invalidity of a provision in these Standard Terms and Conditions, or part thereof, shall not affect the validity and applicability of the remaining provisions.

ARTICLE 2 - AGREEMENTS

1. Agreements shall only become binding upon confirmation in writing by the parties thereto.
2. Additions or amendments to these Standard Terms and Conditions or additions or amendments to the Agreement shall be binding only if such additions or amendments are confirmed in writing by Capitol Bookings.
3. Agreements may only be entered into between Capitol Bookings and the Principal. The Principal shall refrain from seeking direct contact and/or entering into an agreement with an artist without the express written consent of Capitol Bookings. In case of a direct agreement between the Principal and artist, subject to written consent of Capitol Bookings, Capitol Bookings shall at all times be apprised of the contents of the agreement to be entered into.

Article 3 - QUOTATIONS

1. Unless an acceptance term is included therein, all offers, quotations, price lists, delivery times, etc., of Capitol Bookings shall be free of obligation. If a quotation or offer without obligation is accepted by the Principal, Capitol Bookings shall have the right to withdraw the offer within two business days of receipt of the acceptance.
2. The Principal cannot assert any rights to images and descriptions contained in offers, flyers, catalogues, and other promotional material provided by or on behalf of Capitol Bookings. In no event shall the above-mentioned information be binding upon Capitol Bookings.

ARTICLE 4 – ENGAGEMENT OF THIRD PARTIES

Capitol Bookings is entitled to engage third parties for purpose of executing the Agreement.

ARTICLE 5 - OTHER COSTS

1. Capitol Bookings is entitled to charge the Principal additional costs that are incurred as a result of any obstacle to the execution of the Agreement and/or as a result of activities or services that are not specified in the Agreement.
2. Additional work shall be charged separately after the execution of the Agreement at rates specified in advance.

ARTICLE 6 – ARTIST & PERFORMANCES

- 1.** The Principal declares that it is fully aware of the work of the Artist and with the kind or nature of the latter's performance that has been contracted.
- 2.** The Principal warrants that the refreshments and items specified in writing by the Artist will be available before, during and after the performance. Written statement must be received by the Principal no later than one (1) week prior to the performance. If the Agreement takes place shortly before the performance, Capitol Bookings will ensure that the written statement is provided to the Principal as soon as possible.
- 3.** The Principal warrants that the lighting and sound systems and equipment needed for the performance and any sound checks specified in writing by the Artist will be available in good time before the start of the performance and that these will also satisfy the specifications provided by the Artist. Written statement must be received by the Principal no later than one (1) week prior to the performance. If the Agreement takes place shortly before the performance, Capitol Bookings will ensure that the written statement is provided to the Principal as soon as possible.
- 4.** The Principal shall ensure that any permits or exemptions that may be required in connection with the performance will be available. If any such permits or exemptions are not available, Capitol Bookings shall have the right to cancel the performance. In the event of such cancellation, the Principal's obligation to pay the agreed booking fee will continue to exist and the Principal agrees to indemnify Capitol Bookings against any third-party claims arising from the cancellation. Without prejudice to the foregoing, Capitol Bookings reserves the right to claim full compensation from the Principal.
- 5.** The Principal warrants that:
 - A.** if other people are required to perform work in the relevant room where the performance is to take place, this work will have been finished in good time before the Artist starts to use the room for the purpose of making preparations there without let or hindrance;
 - B.** Capitol Bookings, any third parties it engages, and the Artist will have free access to the room where the performance is to take place and that preparations can be made without let or hindrance;
 - C.** a proper dressing room or other room will be available to the Artist, that this room can be properly heated, that it is equipped with a mirror and power supply, and that the relevant room can be properly locked;
 - D.** a properly covered stage or a stage that can be properly covered is available, unless otherwise agreed in writing;
 - E.** there will be sanitary facilities within a reasonable distance;
 - F.** the requested items according to the written statements referred to in paragraphs 2 and 3 of this Article will be present;
 - G.** the working environment will satisfy the relevant statutory requirements and that the Artist's safety before, during and after the performance is ensured by means of sufficient security and other staff, crush barriers, stage hands, etc.;
 - H.** the maximum number of persons admitted under the relevant Fire Service Regulations and/or other

regulations, whether issued by public authorities or otherwise, in the room where the performance is to take place will not be exceeded;

I without the prior written consent of Capitol Bookings, no audio and/or video recordings will be made of the performance and that the Principal will take all necessary measures to prevent third parties from making audio and/or video recordings of the performance without permission.

6. Capitol Bookings shall ensure that the Artist will be at the venue agreed upon in good time before the start of the performance, with everything that is needed for the performance, except where the foregoing must be supplied or organised by the Principal.

7. The venue of the performance will be laid down in the Agreement and is binding.

8. The start time and duration of the performance will be laid down in the Agreement and are binding. The start time is approximate only and can never be invoked as a firm deadline. At the request of the Principal and with the permission of the Artist, the duration of the performance may be extended or shortened. The Principal will be charged for such extension as additional work. If the performance is shortened, the Principal shall be liable to pay the agreed booking fee.

9. Capitol Bookings is entitled to provide the Principal with a guest list comprising at least ten (10) persons per performance.

ARTICLE 7 - PROMOTIONAL MATERIAL

1. The Principal shall require prior written consent from Capitol Bookings with respect to the inclusion of the Artist's name and/or likeness in the promotional material to be produced, in the broadest sense of the word. For this purpose, the Principal shall submit a specified number of copies of the promotional material for the approval of Capitol Bookings in advance.

2. Promotional material containing the Artist's name and/or likeness may not be distributed until after Capitol Bookings and, if necessary, the Artist has granted written permission to that effect.

3. The Principal shall ensure that there will be sufficient promotion and publicity of the performance and guarantees that the Artist's name will be stated correctly in all of the Principal's forms of communication and publicity relating to the performance.

4. Without the prior written consent of Capitol Bookings and, if necessary, the Artist, the Principal may not sell sound carriers, posters and/or other articles containing the name, likeness, logo, etc. of the Artist at or in the vicinity of the venue of the performance before, during and after the performance. The Principal shall take all necessary measures to prevent third parties from offering and/or selling such products.

ARTICLE 8 - WARRANTY AND INDEMNIFICATION

1. Capitol Bookings warrants that there is no obligation preventing it from performing its obligations arising under the Agreement.

2. Agency Boss warrants that the Artist is an independent contractor for tax purposes and shall ensure that all statutorily required contributions, levies, withholdings, taxes, etc., relating to the fee payable to the Artist will be effected in good time. Capitol Bookings hereby indemnifies the Principal in respect of the foregoing. This indemnity does not apply to any remuneration or compensation, whether in cash or in kind, paid directly by the Principal to the Artist.

ARTICLE 9 - CANCELLATION

1. Cancellation of the performance by the Principal is possible only if Capitol Bookings grants permission to that effect, in which case the Principal is liable to pay compensation to Capitol Bookings on the basis of the following indicators, to be calculated as follows:

A. in the event of cancellation in the period until two (2) months before the agreed date of the performance, the Principal shall not owe any compensation;

B. in the event of cancellation in the period from two (2) months until one (1) month before the agreed date of the performance, the Principal shall be liable to pay compensation amounting to 50% of the booking fee;

C. in the event of cancellation in the period from one (1) month before the agreed date of the performance until the date of the performance, the Principal shall be liable to pay the full booking fee; In the event of cancellation in accordance with subsection C of this paragraph, the rate payable may vary between 50% and 100% of the full booking fee, depending on whether Capitol Bookings can book another (partially) alternative engagement for that Artist on that date. The foregoing, however, does not in any way imply an obligation for Capitol Bookings, and thus cannot be interpreted as such.

2. Without prejudice to the foregoing, Capitol Bookings reserves the right to claim full compensation from the Principal.

3. Capitol Bookings is entitled to cancel a performance for reasons of its own until one (1) week before the agreed performance date, with reimbursement of the booking fee (or any part thereof) already paid by the Principal to Capitol Bookings, or with crediting of the agreed booking fee. Apart from the reimbursement or crediting of the booking fee or any part thereof, Capitol Bookings will not be liable to compensate the Principal for any other amounts that may be claimed.

4. Except in the case of force majeure for example due to illness of the Artist, cancellation by Capitol Bookings of a performance in the period from one (1) week before the agreed date of the performance until the date of the performance is permitted when the Artist has a television or radio performance, a performance abroad or any other promotional performance or any other obligation on the date of the performance. In this case, the Principal will not be entitled to claim any compensation from Capitol Bookings. Any booking fee paid in advance will be refunded to the Principal.

5. In the cases referred to in paragraph 4 of this Article, Capitol Bookings may submit one or more proposals to the Principal for a substitute artist, or to move the performance to another date in consultation with the Principal. The Principal must inform Capitol Bookings in writing whether or not it wishes to agree to the proposals within 48 hours of the cancellation and the submission of the proposals by Capitol Bookings.

ARTICLE 10 - MUSIC COPYRIGHTS AND NEIGHBOURING RIGHTS

The Principal undertakes to pay all statutorily required taxes and make all relevant payments for music copyrights and/or neighbouring rights and the like, including payments to collecting societies, such as BUMA/STEMRA.

ARTICLE 11 - INABILITY TO EXECUTE THE AGREEMENT AND FORCE MAJEURE

1. If, during the preparation and/or execution of the agreed activities, it turns out that these cannot be executed,

either as a result of circumstances that are unknown to Capitol Bookings or as a result of force majeure, Capitol Bookings is entitled to demand that the engagement awarded to it be changed such as to enable it to execute the Agreement, unless such execution will never be possible as a result of the unknown circumstances or the force majeure. In that case, Capitol Bookings is entitled to full compensation for the activities it has already performed.

2. Where Capitol Bookings cannot perform its obligations under the Agreement concluded with the Principal due to non-attributable non-performance on the part of Capitol Bookings, or on the part of the Artist or other third parties engaged by Capitol Bookings for the purpose of executing the Agreement, or where Capitol Bookings is confronted with another compelling reason, Capitol Bookings is entitled to dissolve the Agreement concluded between the Parties or to suspend the performance of its obligations towards the Principal for a period to be determined by it, without being liable to pay any compensation. If this situation arises when part of the Agreement has already been executed, the Principal is required to fulfil its obligations towards Capitol Bookings until that time.

3. Circumstances indicative of non-attributable non-performance include:

- war, riots, mobilisation, domestic and foreign disturbances, government measures, strikes and lock-outs, or the threat of these or similar circumstances;
 - illness of the Artist; on request submitted within 24 hours following the sickness report to the Principal, a medical certificate may be drawn up by an independent physician at the Principal's expense;
 - disruption of the exchange rates existing at the time of the conclusion of the Agreement;
 - disruption of business operations as a result of fire, accident or other events;
 - acts of God;
 - government measures that prevent the Artist from giving his performance or that place a disproportionate burden on the performance;
- all this being irrespective of whether Capitol Bookings, the Artist or other third parties engaged by it for the purpose of executing the Agreement fail to perform the relevant contractual obligations or fail to perform them in good time.

4. If the Principal fails to meet its obligations vis-à-vis Capitol Bookings promptly in any way, in the case of cessation of payments, an application for court-ordered suspension of payments, bankruptcy, attachment of assets under a writ of execution, assignment of an estate or the liquidation of the business of the Principal, all debts owed by the latter to Capitol Bookings under any agreement are immediately and fully due and payable.

ARTICLE 12 - PRICES

1. All prices quoted by Capitol Bookings are exclusive of VAT and any other government levies, unless explicitly stated otherwise.

2) A. If any changes are made by the government and/or trade unions in wages, terms and conditions

of employment, social insurance schemes and the like between the date on which the Agreement is concluded and the execution of the Agreement, Capitol Bookings is entitled to pass on the

increases to the Principal. If a new price list is issued by Capitol Bookings and takes effect between the dates referred to above, Capitol Bookings is entitled to charge the Principal the prices specified therein.

B. If the Principal is a natural person not acting in a professional or commercial capacity, the price increases may be recharged or charged three months after the Agreement is concluded as referred to in the foregoing sentence. In the event of price increases, as referred to in this Article, within a period of less than three months, the Principal shall be entitled to dissolve the Agreement.

ARTICLE 13 – PAYMENTS

1. Payments must be made no later than one (1) month before the agreed date of the performance or, if the Agreement includes a specific payment date, no later than that payment date, unless the parties have agreed otherwise in writing.

2. Additional work must be paid within the payment term defined in the relevant (additional work) invoice.

3. If any payment has not been received in a timely fashion and/or in full in accordance with paragraph 1 or after the expiry of the payment term referred to in paragraph 2:

A. from that point onwards the Principal shall be charged a credit restriction surcharge and/or administrative fees of 2% of the full booking fee, without there being any requirement for further notification of default.

B. the Principal shall be liable to Capitol Bookings for late payment interest in the amount of 2% per month cumulatively, calculated on the principal sum. In this regard, parts of a month shall be considered as full months.

C. after having been requested to do so by Capitol Bookings, the Principal shall pay the extrajudicial costs incurred by Capitol Bookings, which shall amount to a minimum of 15% of the sum of the principal sum, as well as a late payment interest with an absolute minimum of € 135.00.

4. In the situations mentioned above or in similar situations, Capitol Bookings may, at its discretion, dissolve the Agreement either wholly or partly, whether in combination with a claim for damages or otherwise, without any notice of default or judicial intervention being required.

5. If the Principal has failed to meet its payment obligations, Capitol Bookings, is entitled to suspend the performance of its own obligations towards the Principal in respect of delivery or services to be performed until the relevant payment has been made or proper security in respect thereof has been provided. The same applies before the date on which default commences if Capitol Bookings has reasonable suspicion to doubt the Principal's creditworthiness.

6. Payments made by the Principal will first be applied to settle all interests and costs payable and subsequently will be applied to settle the due and payable debt or invoice which has been outstanding for the longest period, even though the Principal states that the payment relates to a later invoice.

7) A. If the Principal has or acquires any counterclaims, of whatever nature, against Capitol Bookings, the Principal agrees to waive the right of set-off with respect to such claim(s). This waiver of the right of set-off also applies if the Principal applies for court-ordered suspension of payments or is declared bankrupt.

B. The provision under subsection A of this Article is not applicable if the Principal is a natural person not acting in a professional or commercial capacity.

ARTICLE 14 - COMPLAINTS

1. The Principal may lodge duly reasoned written complaints relating to the execution of the Agreement with Capitol Bookings within eight (8) days after the execution of the Agreement. Any oral complaint must be followed up by an immediate written confirmation thereof.
2. If a complaint has not been lodged with Capitol Bookings within the aforementioned period, the Agreement will be deemed to have been properly executed.
3. Complaints do not suspend the Principal's payment obligations.
4. Capitol Bookings must be given the opportunity to investigate the complaint.
5. If a complaint is justified, the relevant loss will be settled in accordance with the provisions of Article 15.

ARTICLE 15 - LIABILITY

1. The Principal is liable for any damage that has arisen before, during or after the performance to sound and lighting systems and other equipment and/or property of the Artist that were present at the venue and/or dressing room as a result of, but not limited to, any act or omission of the Principal, its staff, the audience present at the performance or disruptions in the power supply, leakage, etc.
2. The Principal shall obtain an insurance policy that is sufficient to cover the execution of the Agreement and the performance.
3. Capitol Bookings will discharge its duties in such a manner as may be expected of a business in its sector, but it accepts no liability at all for any damage or loss, including consequential loss, caused by its acts or omissions, in the broadest sense of the word, except where such damage or loss is attributable to its gross negligence and/or intent. The same limitation applies to artists, employees or other third parties engaged by Capitol Bookings for the purpose of performing its work.
4. Without prejudice to the provisions set forth in the other paragraphs of this Article, the liability of Capitol Bookings – by whatever reason – is limited to the agreed booking fee. Compliance with this provision applies as sole and full compensation.
5. Without prejudice to the preceding paragraph of this Article, Capitol Bookings shall never be required to pay compensation that exceeds the amount insured, to the extent that the damage or loss is covered by the insurance obtained by Capitol Bookings.
- 6) A. In all cases the period within which a claim for compensation can be brought against Capitol Bookings is limited to six (6) months.
B. If the Principal is a natural person not acting in a professional or commercial capacity, the maximum period within which a claim for compensation can be brought against Capitol Bookings is one year.
7. The Principal loses its rights vis-à-vis Capitol Bookings and is liable for all damage or loss, and shall indemnify and hold Capitol Bookings harmless from and against any third-party claims for compensation, if and to the extent:
A. such damage or loss has been caused by the Principal giving inaccurate and/or incomplete information to Capitol Bookings and/or the Artist;



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B. such damage or loss has been caused by the Principal's failure to act in accordance with the instructions or advice given by Capitol Bookings and/or the Artist;

C. such damage or loss has been caused by errors or inaccuracies with respect to data, materials, data storage media, and the like that were given and/or prescribed by or on behalf of the Principal to Capitol Bookings.

ARTICLE 16 - BANKRUPTCY, NO POWER OF DISPOSITION, ETC.

Without prejudice to the other Articles of these Terms and Conditions, the Agreement between the Principal and Capitol Bookings will be dissolved without judicial intervention and without any notice of default being required, if and when the Principal is declared bankrupt, applies for court-ordered suspension of payments, is affected by attachment of assets under a writ of execution, is placed under curatorship or an administration order, or if or when the Principal loses the power of disposition or capacity to contract with respect to its assets or any parts thereof for any other reason, unless the trustee in the bankruptcy or the administrator appointed for the suspension of payments recognises the obligations arising under the Agreement as an estate debt.

ARTICLE 17 - GOVERNING LAW/COMPETENT COURT

1. All agreement(s) between Capitol Bookings and the Principal shall be governed by and construed in accordance with the laws of the Netherlands. Accordingly, any disputes arising from such agreement(s) will be settled under the laws of the Netherlands.
2. Disputes shall be settled by the competent court in The Hague, unless the District Court has jurisdiction, and unless Capitol Bookings has the authority to bring proceedings before the competent court in the place where the Principal resides or is established.
3. If the Principal is a natural person not acting in a professional or commercial capacity, the Principal may inform Capitol Bookings that it opts to refer the dispute to the competent court according to the law within one (1) month after Capitol Bookings has notified the Principal that the case will be brought before the court.