

Fun & Party Match

Hét Evenementenbureau

Terms & Conditions

The following General Conditions are valid from September 1, 2008. All previous versions are expired. These Terms apply to all correspondence expressions of Fun & Party Match, websites, quotes via email, fax or mail, contracts and invoices.

Fun & Party Match

Definitions

The term "Contractor 1", means every contract customers, the ones where Fun & Party Match an artist and / or attraction for committed and / or organize.

Under "Contractor 2" is in any case: Fun & Party Match.

Under "Artist" refers to any artist, group of artists, musicians, presenter (trice) or disc-jockey and engineers involved and / or any representative authorized acts to commit on behalf of the individual artist, musician, presenter (trice) or disc jockey.

Under "Matters for Action Required" means costumes, props, equipment, props, lighting and sound systems (music) instruments etc required for the action. For specific information please read the rider on contract.

Under "Place of Event" is defined by the client and Fun & Party Match further agreed location as stated in contract.

Under "Showtime" is defined by the client and Fun & Party Match agreed date and time (s) as specified in contract, including construction and dismantling of items required for the performance.

Under "Public" means any act by the spectators.

Under "Total amount" means the total amount including income tax and employees' insurance premiums to the extent payable. However, without VAT, unless otherwise stated in offers and agreements.

Under "Expenses" means costs for ferry, toll tunnels, parking etc. The client provides parking in the vicinity of the site. If there is only paid parking on site, these costs are borne by the client. Breakfast, lunch or dinner depending on show time client shall provide these.

Parties Involved

These terms are part of every contract and apply to all (other) acts and legal acts between Fun & Party Match and you, even if those (legal) actions do not lead to or are not related to an agreement.

Agreement

A. An agreement with you comes together after you surfing our website, by telephone, to a visit from us to you or following a site visit by you, one or multiple services and have ordered from Fun & Party Match a confirmation of the progress artist (s) and / or attraction (s) received. These general conditions such as cancellations and payments are already in force. Whether or not already signed by you.

b. The agreement will receive two copies by mail or 1 copy digitally. Please keep a copy for your records and features our signature. The second copy we would like it signed returned within 5 days after preparation. When we receive the signed agreement not returned by mail, fax or mail within 5 working days than Fun & Match Party is entitled to terminate the contract as dissolved without any compensation to the client having to meet. It can never serve as proof that no agreement is reached between the client and Fun & Party Match.

c. The Client declares to be an adult and entitled to draw.

d. Any changes retains the artist and / or attractions, Fun & Party Match has the right to refuse or to calculate a premium for the extra work.

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Provisions for gigs and productions

- a. Contractor 1 states explicitly familiar with the nature or quality of performance of the artist and / or attractions. Contractor 1 will account for the occurrence of two drinks per person per half.
- b. Contractor 1 states in possession of the actions of government failure to claim insurance for licenasetions. Not or no longer in possession of the necessary permits by Contractors 1 indemnifies Fun & Party Match of all possible consequences that may flow forth.
- c. Contractor 1 warrants that: a sufficiently large, clean, lighted, heated and lockable dressing room to the artist is made available. The dressing table has a minimum 2 chairs, socket and mirror, and near a toilet. The safety of the artist at all times is guaranteed. When needed for artist act a solid stage is provided which will accommodate the artist and shows attributes without risk of damage and power failures. Contractor 1 will not allow more public in the location than by government and / or fire brigade allowed. The location, and in particular the stage for sufficient time, during and after the occurrence easily accessible to the artist and their transport during the construction, performance and break.
- d. Trafic delays and weather circumstances covered by force majeure, and count for Fun & Party Match not as a valid reason for compensation.
- e. By Fun & Party Match and a Contractor agreed times and duration of the time action are binding. Any changes therein artist reserves the right to these or refuse payment of more work terms.
- f. In case of cancellation due to force majeure including disability Fun & Party Match undertakes, after complete or partial payment, unless otherwise agreed in writing, to the artist (s) and / or attraction (s) to deliver on the agreed date and time a other artist/ Group of artist (s) and / or attraction (s).

Wage taxes and social charges

The payroll taxes and social security of our staff and artists are included in the fees and will by Fun & Party Match or third parties to be paid.

Cancellation

- Look for a specific cancellation policy on the agreement. If nothing specifics mentioned in the agreement these general cancellation policy, shall be applicable.
- b. In case of cancellation, at 90 days to 60 days prior to performance (part) canceled, the cost 50% of the total invoice amount.
 - c. In case of cancellation, at 60 days to 30 days prior to performance (part) canceled, the cost 75% of the total invoice amount.
 - d. If a Contractor 1 within 30 days prior to the action cancels the entire invoice amount needs to be paid.
 - e. Contractor 1 fully indemnify the contractor against any claim of the Artist, Subcontractor and / or third party, arising from the (partial) cancellation of this Agreement.
 - f. Cancellation must be in writing and by registered post.

Event Insurance

For larger events it is wise to get a special event insurance. You connect it directly with an insurer. Fun & Party Match assist you at no additional cost, to find a suitable insurer.

Payments

- Policy within a Fun & Party Match is that in order to finance the concert / performance a advance payment is required up to 100% of the fee. If, due to the client has not agreed to the requirement for funding are met, we reserve Fun & Party Match the right without judicial intervention, the concert or total event partially or completely cancel, with retention of full payment.
- b. If not, complete or timely payment to Fun & Party Match by Contractor 1 follows at end of first invoice a reminder of the amount with statutory interest rate of 2%. Each consecutive month there will be another 2% interest added, whereby part of the month the calculation is regarded as one whole month.
 - c. The amount of 2% statutory rate will be increased after the first reminder 2% penalty interest, with part of the month in the calculation as a whole month is considered.
 - d. A reminder will follow within 7 days after expiry of first invoice. A reminder follows within 7 days after expiry of memory. After the second notice, also followed within 7 days end of first notice, all necessary papers are transferred to an Bailiff. Any additional costs will be borne by Contractor are 1.

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Liability

The principal is liable for damage to or loss of performances with attributes exception of gross negligence by the artist and indemnify & Party Fun Match for damage claims of third parties.

b. The principal is liable for damage to equipment caused by an acting fault in the power supply before, during or after the end of the performance, as well as for the damage caused to public appearances and other attributes of the artist for property, during or after the performance.

c. Fun & Party Match and the artists and amusement rental companies where she Works with declare a adequate liability insurance to have closed.

Disputes / Complaints

For litigation and / or complaints can spend directly on location, the attraction to the entertainer or supervisor so that it can be solved on the spot. If this is not the case you writing your story, after which we will provide an answer soon and work out a solution will come. The legal relationship between you and Fun & Party Match is governed by Dutch law.

Buma Stemra

If you are an artist or a band then you have booked an amount agreed for the performer (s). You are then not yet ready, because this amount excludes music copyright. The music is played is mostly made by others. They often remain hidden, inaudible behind the artists who perform their work. Still, the music you enjoy is the property of those composers and lyricists. As an indication (no rights can be derived) can assume a value of 7% on the buy-out fee.