

General conditions

Version 2025-08.1

Definitions

- **EVANDEE (Eva van der Donk):** the sole proprietorship located at Sint Jorisstraat 26, 5211 HB in 's-Hertogenbosch.
- **Client:** the natural or (legal) person who has entered into an agreement with EVANDEE by means of a booking confirmation or who has otherwise entered into an agreement with EVANDEE.
- **Buma/Sena:** Buma/Stemra fees may be payable for the use of music that is protected by copyright. It is the responsibility of the client (or the organiser of the event) to pay these rights. The responsibilities for all neighbouring rights (including Sena) lie with the client.

1. General

1. These terms and conditions apply to all offers of the work carried out by EVANDEE – whether or not on assignment – as well as to the agreements concluded between EVANDEE and its clients.
2. Deviations from these terms and conditions only apply if they have been confirmed in writing by EVANDEE.
3. If EVANDEE is forced to outsource parts of this performance to a third party during the execution of the agreement, EVANDEE will be entitled to invoke the provisions of the terms and conditions used by this third party vis-à-vis the client.

2. Offers

1. All offers from EVANDEE are without obligation and are based on the information provided in the application and on the prices and wages applicable on the offer date.
2. If a non-binding offer is accepted by the client, EVANDEE has the right to revoke the offer within five working days after receipt of the acceptance.
3. In the case of a composite quotation, there is no obligation to deliver a part at a corresponding part of the price quoted for the whole.

3. Agreement

1. The agreement concluded between EVANDEE and the client is apparent from what was sent back and forth by the parties to each other or from the order confirmation that was subsequently sent.
2. Changes made after the conclusion and agreements made, whether or not deviating or additional, are only binding on EVANDEE if they have been confirmed by EVANDEE to the client in writing.
3. All amendments to the agreement that are made by the parties by mutual agreement or are caused by the fact that the information known at the time of entering into the agreement does not correspond with the information as it appears at the time of execution will be regarded as additional work.
4. EVANDEE reserves the right to refuse a booking without giving reasons.

4. Provisions relating to: Obligations of the client

1. The client will provide a (changing) room for EVANDEE which can be closed or guarded.
2. If the client uses promotional material with the name or image after prior written permission from EVANDEE, he must ensure that at least two copies are placed in the possession of EVANDEE.
3. If the client uses "merchandise", he must obtain written permission from EVANDEE in advance. At least five copies of the item(s) in question must also be placed in the possession of EVANDEE.
4. If recordings are made on sound and/or image carriers without the prior written permission of EVANDEE, the client will be liable for an immediately payable penalty of €5,000, without prejudice to EVANDEE's right to claim additional damages. If a court considers this amount unreasonable, the reasonable compensation to be determined by the court applies.
5. Recordings on sound and/or image carriers are never permitted, unless otherwise agreed in writing.
6. There should be no restrictions during the soundcheck and/or performance of EVANDEE. If, upon arrival at the party/event, EVANDEE is of the opinion that the noise (level) is unacceptable, EVANDEE has the right to suspend or cancel the performance if the noise (or the circumstances) are so insufficient that a professional performance is not possible.
7. In all advertisements and advertising, the client must ensure the best positioned place for EVANDEE. If the client wishes to advertise in a different way, he must inform EVANDEE of this in writing at least 14 days before the party/event.
8. EVANDEE's name may not be used (directly or indirectly) for any product(s) unless the parties have agreed to this in writing.
9. If possible, EVANDEE will provide the necessary photos, logos and/or artwork at the request of the client. Everything remains the property of EVANDEE and the promotion and use of logos/photos and/or artwork stops immediately after the performance, unless otherwise agreed in writing.
10. None of the costs for promotion etc. will be borne by EVANDEE.
11. The Client will not start advertising and promotion until a written confirmation of the booking agreement has been received by EVANDEE.
12. EVANDEE is in no way obliged to give interviews for radio, television, newspaper or magazine, unless the client has received prior written permission from EVANDEE.
13. The client is responsible for obtaining all necessary permits and licenses for the party/event and for mandatory payments. The client also takes care of the necessary third-party insurance and event insurance. At EVANDEE's first request, the client will show it.
14. The performance will be held at parties/events, unless otherwise specifically agreed in writing.
15. The client is obliged to state at the time of booking which sponsors (stating brand and product group) the event/performance is sponsored. EVANDEE has the right to refuse a performance at any time if not (all) sponsors have been notified in advance by the client.
16. If EVANDEE uses a sound engineer, he will always, unless otherwise agreed in writing, 'plug in' with an M-set on the existing sound system. EVANDEE or the sound engineer is allowed to determine the volume according to EVANDEE's wishes.

17. For both EVANDEE and the sound technician, a parking space in the immediate vicinity of the stage will always be made available. If not, the resulting costs will be borne by the client.
18. The required equipment that is not included in EVANDEE's fee will be mentioned separately in the agreement. The relevant provisions must be strictly complied with and it is up to EVANDEE to determine whether they have been complied with. If this is not the case, EVANDEE has the right to cease or suspend the action without financial consequences for EVANDEE. Any resulting costs are for the account of the client.

5. Performances outside the Netherlands

1. The client takes care of the reservation and payment of tickets for the entire EVANDEE team, including airport surcharges and any additional transport costs for materials.
2. Client takes care of the reservation and payment of rooms for the entire EVANDEE team including breakfast in a hotel with at least 3 stars.
3. The Client will ensure adequate transport to and from the airport and the hotel.
4. Additional expenses incurred due to a stay abroad will be reimbursed by the client.

6. Client details

1. The Client has an independent obligation to provide all information that is relevant to the execution of the assignment and furthermore the Client is obliged to make all information and documents that EVANDEE needs for the correct execution of the concluded agreement available to EVANDEE in a timely manner in the desired form and in the desired manner.
2. EVANDEE has the right to suspend the execution of the agreement until the moment that the client has fulfilled the obligation referred to in the previous paragraph. EVANDEE is also entitled to charge the Client for the additional costs arising from the delay in accordance with the usual rates.
3. EVANDEE processes personal data in accordance with the General Data Protection Regulation (GDPR).

7. Price (changes)

1. The prices agreed upon when the agreement was concluded are based on the information known at the time of conclusion and are exclusive of VAT, travel and accommodation expenses.
2. If, after the conclusion of the agreement between EVANDEE and the client, circumstances arise with regard to the cost price factors that justify a change in the agreed price, EVANDEE is entitled to change the price accordingly.

8. Cancellation

1. If EVANDEE is booked for a television performance, a performance abroad or has obligations for its record company and these take place at the same time as the party/event, EVANDEE has the right to cancel the agreement free of charge. In that case, the Client is not entitled to any compensation or damages. EVANDEE will make every effort to offer a suitable alternative date or solution.
2. In the event of cancellation by the client, the full agreed fee remains due, regardless of the reason for cancellation. No refunds will be made under any circumstances. It is recommended that the client takes care of appropriate cancellation insurance in appropriate cases.

9. Force majeure

1. In the event of force majeure on the part of EVANDEE, EVANDEE is entitled to suspend the execution of the agreement as long as the force majeure continues.
2. Force majeure is understood to mean any circumstance beyond the control of EVANDEE, which makes performance of the agreement temporarily or permanently impossible, including but not limited to: illness, accident, fire, government measures, pandemics, also government measures without a formal pandemic such as event bans, transport problems, labor disturbances, non-performance of third parties and personal circumstances that should not reasonably be for the account of EVANDEE come.
3. If the force majeure situation lasts longer than three months, or if it is established that it is of a permanent nature, the parties can dissolve the agreement in whole or in part by mutual agreement, without any compensation being due. In that case, EVANDEE is entitled to payment for the work already performed or costs incurred.
4. The operation of this article can be tested by the court for reasonableness in appropriate cases.

10. Control and advertising

The Client is obliged to carefully check the accuracy and completeness of the booking confirmation drawn up by EVANDEE within 7 working days of receipt of the booking confirmation. Inaccuracies or incompleteness in the agreed confirmation, which are discovered by the client after receipt, must be brought to the attention of EVANDEE immediately. Complaints that reach EVANDEE more than 7 days after the performance performed by it has been delivered and no rights can be derived from them by the Client.

11. Duty to warn

The Client is obliged to inform EVANDEE immediately and fully as soon as it suspects or notices that the action is in danger of not taking place. In addition to its own duty of care to prevent or limit damage, the client is obliged to give EVANDEE full opportunity to prevent imminent damage and/or any disadvantage or to limit damage and/or any disadvantage. The Client is obliged to indemnify EVANDEE against claims from third parties arising from the actions of EVANDEE or from the use of the performance performed by the Client.

12. Liability

1. All work carried out by EVANDEE is carried out to the best of its knowledge and ability, on the basis of the information known at that time.
2. EVANDEE is only liable for direct damage resulting from intent or gross negligence, up to a maximum of the amount of the agreed price.
3. Any liability for indirect damage (such as consequential damage, loss of profit, lost savings or damage due to business interruption) is excluded.
4. EVANDEE is not liable for damage caused by third parties engaged at the request or with the permission of the Client, unless there is intent or gross negligence on the part of EVANDEE itself.
5. The client indemnifies EVANDEE against claims from third parties in respect of damage for which EVANDEE is not liable on the basis of these terms and conditions.
6. The exclusions and limitations of liability in this article only apply insofar as they are not in conflict with mandatory law or reasonableness and fairness.

13. Payment/subsequent calculation

1. The Client is obliged to have paid the amounts owed to EVANDEE prior to the event within the period set for this purpose and any costs charged after the event within 14 days of receipt of the relevant invoice, in both cases without any deduction and without suspension due to alleged breach of contract.
2. In the event of breach of contract, liquidation, bankruptcy or suspension of payment of the Client, the agreed amounts are immediately due and payable. The (payment) obligations of the client will also become immediately due and payable in the event that EVANDEE becomes aware of circumstances that give it good reason to fear that the client will not (be able to) meet its (payment) obligations.
3. Payment must be made in Dutch currency by means of a giro or bank transfer.
4. If the set payment term is exceeded, the Client will owe statutory interest without further notice of default. The contractually fixed interest rate is 1% per month (or 12% on an annual basis), unless the statutory interest rate for commercial transactions is higher. In that case, the higher statutory interest rate applies. The court may moderate this contractual interest if it is judged to be unreasonable.
5. Payments made by the Client are always used to pay all interest and costs due first and then to pay due invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

14. Guarantee

EVANDEE is entitled, at or after entering into the agreement, before (further) performance, to require certainty from the client that it will comply with the (current and future) obligations towards EVANDEE within a reasonable period of time.

15. Right of suspension

In the event that the client does not fulfil its obligations towards EVANDEE, it will have the right, without notice of default, to suspend the execution of the agreement on its part until compliance has taken place on the part of the client. EVANDEE shall also have the right to suspend the performance of the agreement on its part in the event that its circumstances become known to it which give it good reason to fear that the client will not fulfil its obligations towards EVANDEE.

16. Dissolution

1. In the event that the client fails to comply with the agreement, EVANDEE has the right to effect the full or partial dissolution of the agreement by means of a written statement to that effect or by a court decision. If the agreement is dissolved in whole or in part, the client is obliged to compensate EVANDEE's positive contract interest.
2. EVANDEE is never obliged to compensate the client for the damage resulting from this, validly making use of its right to bring about the full or partial dissolution of the agreement.
3. In the event of circumstances arising with regard to persons and/or material that EVANDEE uses or usually uses in the execution of the agreement, which are of such a nature that the execution of the agreement becomes impossible or so onerous and/or disproportionately expensive that compliance with the agreement can no longer reasonably be required, EVANDEE is entitled to dissolve the agreement, without compensation being due.

17. Disputes

This agreement is governed by Dutch law. Disputes are submitted – to the extent permitted – to the competent judge of the District Court of Oost-Brabant. If the client is established outside the Netherlands, the Dutch court also has exclusive jurisdiction.

18. Digital confirmation and signing

1. A digital letter of agreement, which is understood to mean a confirmation by e-mail or electronic signature, is considered to have the same legal validity as a written signature.
2. The parties acknowledge the legal validity of digital communication as evidence of the existence and content of the agreement.