



**SIX DEGREES ENTERTAINMENT
& SIX DEGREES TRIBUTES**

PO Box 152

6932 NA, Westervoort

THE NETHERLANDS

www.sixdegreesentertainment.com

contact@sixdegreesentertainment.com

SKYPE: sixdegreesentertainment.com

T: +31 (0)26 3120889

T: +44 (0)7923408158

GENERAL TERMS AND CONDITIONS

GENERAL:

In this agreement, the General Terms and Conditions of Six Degrees Entertainment (SDE) / Six Degrees Tributes (SDT), hereafter referred to as Six Degrees Entertainment or SDE, and all riders of the Artist(s) apply at all times.

By receiving this agreement the Client declares that they are aware of the content of the agreement, the Artist riders and that they accept all terms stated in the agreement.

The following terms are used in the General Terms and Conditions:

The Client: The party who commissions Six Degrees Entertainment for the contracting of one or more Artists for a performance, for organising and/or promoting an event, or for providing a quote related to a future performance/appearance of one or more Artists. The Client warrants that they are in possession of all applicable permits and insurances necessary to host the performance of the Artist(s) and/or are in possession of all required permits and insurances to host the event.

The Agreement: The binding agreement between Six Degrees Entertainment and The Client covering one or more concerts by one or more Artist(s), or the promotion or organising of an event. Deletions or changes to this agreement are only valid when expressly confirmed in writing (email) from Six Degrees Entertainment.

The Artist: The person(s) who individually or as a group, whether as musician or performer, have committed to participate in the concert or event. All band members, including any (tour) manager and technical crew also fall within the definition of "The Artist". All bookings made with the Client and Artist are made in good faith. Six Degrees Entertainment can in no way be held liable for any changes to the line up of a band or to any changes to the crew within the band.

APPLICABILITY:

The General Terms and Conditions apply to all work carried by Six Degrees Entertainment on behalf of The Client and any third parties (event organisers, etc.).

Deviations from the General Terms and Conditions are only binding between all parties when expressly agreed upon in writing (or by email).

The applicability of any General Terms and Conditions of The Client are expressly rejected.

Six Degrees Entertainment can in no way and under no circumstances be held liable for any material or immaterial damage caused directly or indirectly from the appearance or non appearance of The Artist and their band/crew.



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FACILITIES:

The venue where The Artist will perform shall be equipped with an adequate and easily accessible loading point. Where necessary use can be made of stage hands provided by the venue. Access times will be discussed and confirmed at least 10 days in advance of the appearance of The Artist.

If the loading and unloading point is not in the immediate vicinity of the stage, or use must be made of stairs and/or lifts, or if other obstacles exist which may hinder direct access to the stage, The Client must inform Six Degrees Entertainment before signing this agreement.

The venue must provide a lockable dressing room in the vicinity of the stage, provided with a mirror, sufficient chairs, tables, towels and electricity. Preferably an individual toilet and wash basin will also need to be provided. The key to the dressing room will be provided to a representative of Six Degrees Entertainment or to the tour manager of The Artist. In the event that the dressing room is not lockable, The Client agrees to provide security personnel to limit access to the dressing room, and shall be fully liable for any loss of or damage to items belonging to The Artist or their crew. There will be sufficient coffee/tea, water (both still and sparkling), soft drinks (both diet and non-diet variants), beer, wine and snacks made available. The rider of The Artist supplements these General Terms and Conditions, and will be fully adhered to by The Client.

THE APPEARANCE:

The Client declares that they are familiar with the presentation, and billing of The Artist and the sound level usually generated by The Artist when they perform.

If The Artist has a technical and/or catering rider / stage plot, Six Degrees Entertainment ensures that the rider is passed on to The Client. Any such rider is binding and must be adhered to by The Client unless otherwise agreed in writing.

TECHNICAL:

The Client must provide a suitable, sturdy and safe stage with adequate amenities and the correct dimensions in order to allow The Artist to carry out their performance. The Client agrees to comply with all technical requirements in respect of The Artist as detailed in the rider/stage plot.

In the case of an open air performance, The Client agrees to ensure that the stage is covered, with access restricted along the sides of the stage and at the back of the stage.

The Client is responsible for the placement and payment of sound equipment (suitable for the scale of audience and size of venue), microphones, monitors, technical staff, etc. In the event that The Artist brings their own technical staff, The Client agrees that such technical staff may make full use of all installations provided.

The Client agrees to provide the necessary skilled technical staff and additionally agrees to send details of the sound and light installation to SIX DEGREES ENTERTAINMENT no later than two weeks before the date of the performance. Sound check / line check times are to be agreed in discussion with the tour manager. An accompanying support act is not permitted unless expressly permitted in writing by The Artist or manager of The Artist.



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The Artist agrees to comply with the instructions of the Client to the extent that this does not detract from the artistic performance and technical agreements.

SAFETY:

It is not allowed to admit more persons to the venue than is permitted under current fire regulations applicable to the location of the venue.

For performances with a standing public, The Client agrees to place fencing around, and at a considerable distance away from, the stage in order to keep the public at a reasonable distance away from The Artist. The Client agrees to provide sufficient protection and security to ensure that The Artist can travel the distance between the stage and the dressing room undisturbed. Additionally The Client agrees to take the necessary precautions to ensure that the stage remains free from any intrusive public.

Open air performances must take place on a suitably shielded and covered stage where, due to circumstances surrounding the weather, no harm can be brought to The Artist and crew, clothing, sound equipment, lighting, instruments and any other associated materials. In the event that harm does occur to any materials due to weather conditions, The Client agrees to compensate The Artist in accordance with the replacement value of those materials as assessed by means of a valuation; compensation can be requested immediately on the day that damage has occurred.

LOGISTICS:

The Client will ensure that all permits and / or exemptions necessary to guarantee direct and unimpeded access to the location of the appearance, and also to guarantee that the appearance can take place unhindered, are paid for and arranged well in advance of the date of the appearance. The Client will also inform Six Degrees Entertainment in advance of the appearance taking place of any local diversions, road blockages or road closures which may impede access to the location of the appearance.

PRICES:

All prices quoted by Six Degrees Entertainment are exclusive of VAT unless otherwise stated. Costs for transportation, transfers, accommodation, tolls, parking fees, petrol costs, promotional work for the event, per diems, meals for the Artist and crew etc. are not included in the fee but are listed and charged separately unless agreed otherwise.

Six Degrees Entertainment reserves the right to charge additional fees for any unforeseen costs that are incurred in relation to the appearance which unable to be costed in the original fee. Such fees will be separately invoiced after the appearance has taken place. Your VAT number is required at all times or in case not applicable we need a written statement from you which we can pass on to our tax company.

Any additional costs related to BUMA, PRS, SABAM or similar bodies shall be borne by The Client. Under no circumstances can such additional costs be borne by either Six Degrees Entertainments or The Artist. The Client fully indemnifies Six Degrees Entertainment and The Artist from any action that may occur as a result of non-compliance with the conditions laid out by BUMA/STEMRA/PRS or similar bodies.



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Six Degrees Entertainment reserves the right to apply extra charges at a later date should the Artist(s), any Crew member, or any other person associated with the Artist's travel party be required to obtain a visa or any other form of official document in order to gain entry to a given country prior to commencing the performance. Client accepts that such charges cannot be reasonably foreseen by Six Degrees Entertainment at the time of entering into this contract and accepts that such charges shall be invoiced separately.

PAYMENT:

Any deposits requested should be transferred upon booking to Six Degrees Entertainment. The amount of the first deposit is 50% of the (guaranteed) fee plus the agreed amount for the total costs for transportation, accommodation etc. The exact amounts and settlement dates of the deposit(s) required shall appear on the invoice. **Only upon receipt of the deposit can the appearance be booked by Six Degrees Entertainment and may the appearance be announced by the Client/any third parties.**

The payment of the agreed amount and any other fees, less any deposit already paid, will be transferred to Six Degrees Entertainment no later than ninety (90) days prior to the date of the appearance unless agreed otherwise (confirmed in writing by a Six Degrees representative). In the event that an appearance must take place within a period of less than ninety (90) days ahead of the date upon which the appearance is requested by The Client, the total amount for the appearance shall be transferred to Six Degrees Entertainment immediately.

The payment of the agreed split % deal income due, will be transferred to Six Degrees Entertainment no later than seven (7) days after the date of the Artist's performance.

The parties agree that any damages incurred by either The Artist, Six Degrees Entertainment or any other third parties related to the appearance shall be recompensed in full by The Client in the event of breach of contract on the part of The Client.

The Client must fully settle the amount stated on the invoice within the terms of payment stated on the invoice without any recourse to repayment of the said amount.

In the event that the full (down) payment as stated on the invoice is not transferred to Six Degrees Entertainment according to the terms of payment stated on the invoice or the Client refusing or failing to contact Six Degrees Entertainment in writing about a proper payment proposal, Six Degrees Entertainment reserves the right to cancel the appearance of The Artist without relieving The Client of their obligation to pay the full amount stated on the invoice.

In the absence of timely payment The Client is legally in default of the contract formed between The Client and Six Degrees Entertainment, under which circumstances interest is payable by The Client per month (or part of a month) over and above the full costs invoiced, which is on average 10% over the agreed fee. An administration charge of GBP 30 / USD 25 / EUR 40,- shall additionally be charged to The Client for each reminder for settlement which is issued.

The Client shall also pay all extra-judicial costs incurred in order to collect full settlement of the amount invoiced. These costs are calculated according to the collection rate determined by the Nederlandse Orde van Advocaten (Dutch Bar Association). Moreover The Client shall be obliged to pay all court and legal costs related to the



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collection of any amount payable by The Client, including additional costs not awarded by the courts, unless the court awards in favour of The Client, duly causing Six Degrees Entertainment to be liable for such costs.

No refund can be given to The Client in the event that the appearance does not (fully) meet the expectations of The Client.

Any payments made by The Client apply in the first instance to reducing any interest that has accrued as a result of outstanding payment, followed by settling the longest outstanding payments, even if The Client intentionally makes payment to settle a more recent invoice. In the event that there are multiple Clients, each Client is deemed by Six Degrees Entertainment to be individually responsible for the full settlement of any outstanding payment.

Unless permitted to do so by Six Degrees Entertainment, The Client is not authorised to contact or make payments directly to any Artist appearing as a result of a booking with Six Degrees Entertainment. Any payment made directly by The Client to The Artist does not legally discharge The Client from paying the full sum invoiced by Six Degrees Entertainment.

CANCELLATION:

Any cancellations by The Client must be notified to Six Degrees Entertainment in writing and posted via recorded delivery. Where approved in advance by Six Degrees Entertainment, cancellations may be notified to Six Degrees Entertainment via email. Cancellation charges apply to appearances cancelled by The Client, the costs of which are detailed in the table below:

Time remaining before appearance takes place.	Percentage of total invoiced amount that will be payable.
More than 12 months	10%
Between 12 and 9 months	25%
Between 9 months and 6 months	50%
Between 6 months and 3 months	75%
Less than 3 months	100%

These costs come into effect immediately upon the moment of cancellation. Any collection costs are borne by the cancelling party. Any extra travel or accommodation expenses resulting from cancellation will be borne by the cancelling party.

Six Degrees Entertainment is entitled at all times in case of force majeure to terminate the agreement.

Six Degrees Entertainment is entitled to terminate the agreement up to 24 hours before the appearance, or, in consultation with The Client, to move the appearance to another date within 12 months of the original date of appearance in the event that The Artist is otherwise engaged at the time of the appearance in a radio or television appearance, recording, tour or conflicting event, without Six Degrees Entertainment being held liable to pay compensation to The Client. Any additional costs of a replacement artist shall be borne by The Client.

Six Degrees Entertainment is entitled to cancel the appearance if, in its judgement, inadequate provision has been made for the security of The Artist, without Six Degrees Entertainment being held liable to pay



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compensation to The Client, or to offer the appearance at a discounted price.

In the case of force majeure The Artist commits themselves to immediately communicate such circumstances to The Client and to Six Degrees Entertainment. Under such circumstances, the appearance will be postponed in joint consultation with all parties to a date no later than 12 months after the original appearance date, unless The Artist agrees to terminate the contract. The Client claims no recourse to compensation whatsoever under such circumstances. Postponement or final termination of the appearance of The Artist is a case of force majeure. A contract involving several Artists does not give rise to breaking of the entire contract in the event of the cancellation of one or more (but not all) Artists.

Cancellation due to weather conditions not covered by force majeure and the Promoter will require the fee and the rent for audio and / or light equipment to be paid by The Client. In the event of cancellation, The Client claims no recourse to compensation of costs already made by The Client in respect of the appearance.

LIABILITY:

Six Degrees Entertainment is contractually obliged to exercise care in a manner which may reasonably be expected from a competent contractor, however no guarantee can be given as to achieving a specific desired result. In the interests of providing an adequate performance, Six Degrees Entertainment reserves the right to use the services of third parties where necessary. Any failure of the third party can not be attributed to Six Degrees Entertainment.

Six Degrees Entertainment is not liable for any damage incurred by The Client arising from a failure of Six Degrees Entertainment in carrying out its contractual obligations, except in cases of intent or gross negligence on the part of Six Degrees Entertainment.

Six Degrees Entertainment is not liable for any lack of valid work and/or residence permits or documents relating to The Artist.

The Client agrees to indemnify Six Degrees Entertainment from all claims relating to any damage caused to The Artist, any member of the public, any crew assisting The Artist, or any other person for that matter in relation to the appearance, by any third party used by The Client in support of the appearance or event.

The Client agrees to indemnify Six Degrees Entertainment from any liability to claims from The Artist resulting from any act of The Client, third parties used by The Client in support of the appearance, or members of the public.

FORCE MAJEURE / DEFICIENCIES:

Any failure on the part of The Client gives Six Degrees Entertainment the right to either suspend or terminate any carrying out of the contract. In such circumstances, The Client is not released of their obligation to pay the invoiced amount in full. Extra costs incurred as a result of failure on the part of The Client shall also be payable by The Client.

If, by force majeure, The Artist is unable to perform, Six Degrees Entertainment shall endeavour to contact The Client as soon as possible with the aim of substituting The Artist with a replacement artist, unless The Client finds a replacement unacceptable.

Force Majeure applies to, but is not limited to:



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- a. Armed conflict, civil war, insurrection, civil unrest, insurrection, mutiny and advancement as defined in the text of the Association of Insurers in the District Court in The Hague under number 136/1981;
- b. Illness or incapacity on the part of The Artist;
- c. Not meeting, or not meeting in a timely manner, obligations by those upon which Six Degrees Entertainment depends for carrying out the agreement;
- d. Transportation delays or cancellations, irrespective of their reason.

In cases of disaster such as fire, natural disaster, war or other calamity, and also fights, throwing drinks, along with other situations where damage to instruments or physical injury threatens, The Artist is entitled to cease the performance, under which circumstances The Client remains obliged to pay the invoiced amount in full.

OTHER PROVISIONS:

Agreement via email

An agreement (contract) can be legally and properly formed and/or terminated via email. Statements and clarifications in the form of email are also considered legally valid.

In The Netherlands there is no requirement that agreements (contracts) be specifically recorded in writing, except for a very limited number of agreements. It is possible, therefore, to form an agreement via email. Also, cancellations can be provided via email. However, such an electronically submitted statement must conform to a number of specific requirements.

An agreement via email is legally valid. The only exception is if one of the parties specifically demands that communication takes place via a specific channel, in which case all parties are required to communicate via that channel.

Six Degrees Entertainment accepts confirmation of agreements (from both parties) via email or via post.

Website information:

Information on the Six Degrees Entertainment website, may not be copied, transmitted, or distributed without the prior written consent of Six Degrees Entertainment. Additionally any content on the Six Degrees Entertainment website cannot be construed as legally binding.

DISPUTES:

The agreement between Six Degrees Entertainment and The Client applies under Dutch law.