

# TERMS AND CONDITIONS COMPLIMENTENMAKERS BV

Complimentenmakers • Compliment Makers • Complimentenmeisjes • www.complimentenmakers.nl • info@complimentenmakers.nl • Chamber of Commerce no 87523914 • VAT no NL 8643.18.856.B.01

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## 1. Definitions

1.1 Terms and Conditions: the present Terms and Conditions of Complimentenmakers BV.

1.2 Compliment Maker: a natural person carrying out activities for Contractor, whether or not on grounds of an employment contract. One or several Complimentors are deployed by Contractor for the carrying out of the Activities.

1.3 Event: every event on the occasion of which the Activities by Client have been booked and where the Performance will take place.

1.4 IP rights: all current and future rights of intellectual property, as a whole or in part, wherever in the world, that (will) belong to Contractor with respect to the Concept, also including, though not limited to, copyrights, neighbouring rights, brand rights, including Benelux word marks/logos COMPLIMENTENMAKERS (no. 1490300) COMPLIMENT MAKERS (no. 1490301) COMPLIMENTENMEISJES (no. 0999334), trade name rights, portrait rights, rights regarding business secrets, rights to domain names, including complimentenmakers.nl, including websites and the content thereon, social media and comparable rights on grounds of (un-)written law.

1.5 Concept: all current and future material and immaterial matters, wherever in the world, regarding the Concept of Contractor, also including works, comprising, though not solely, the concept of writing compliments on cards for guests during an Event, complimentary cards, written on or not, performances, audio and/or visual productions, brands, portraits, (trade) names, such as COMPLIMENTENMAKERS and COMPLIMENT MAKERS, domain names, including complimentenmakers.nl and compliment-makers.com, comprising websites and the content thereon, social media and business secrets that are fully or partially the result of activities of Contractor, as modified from time to time.

1.6 Order confirmation: Written recording of an agreement concluded between Contractor and Client.

1.7 Client: any natural or legal person placing an order with Contractor for the carrying out of the Activities. Also included under the Client are all his employees and third parties he hires, including freelancers.

1.8 Contractor: Complimentenmakers BV/Complimentenmeisjes BV, established on Agatha De-kenstraat 41-3 in (1053 AN) Amsterdam, listed in the register of the Chamber of Commerce under number 87523914.

1.9 Performance: all Activities to be conducted during an Event.

1.10. Agreement: assignment agreement whereby Contractor commits himself vis-a-vis Client to carry out Activities. The Terms and Conditions, established prices, and Order Confirmation are an integral part of the Agreement.

1.11 Written: 'Written' also comprises communications by e-mail or other electronic medium.

1.12 Activities: all activities that Contractor carries out by order of Client and that have been accepted by Contractor.

## 2. Scope

2.1 The Terms and Conditions are applicable to all (subsequent) offers, quotations, the price list, resulting Agreements and other legal transactions between Contractor and Client with respect to all Activities.

2.2 Derogations from and/or additions to the Terms and Conditions are only valid if expressly established between parties in Written form.

2.3 If one or several provisions in the Terms and Conditions were at any time to prove completely or partially void, or were to be annulled, the remainder in the Terms and Conditions retains its force.

2.4 The applicability of any Terms and Conditions of Client is excluded.

2.5 If Client agrees to a quotation, Client declares to have read the Terms and Conditions and to agree to them.

2.6 In case the Terms and Conditions and the Order Confirmation contain mutually contradictory elements, the provisions from the Order Confirmation prevail.

2.7 The Terms and Conditions can be perused free of charges and downloaded via <https://www.complimentenmakers.nl/algemene-voorwaarden>. Upon request, the Terms and Conditions can also be forwarded by regular mail free of charges.

2.8 Contractor reserves himself the right to modify the Terms and Conditions at any time. In case of agreement to the Terms and Conditions, Client also agrees to any modification thereof.

## 3. Adoption of Agreements

3.1 All offers and price quotations of Contractor are valid during the term indicated in the quotation for acceptance, unless indicated otherwise.

3.2 If a quotation contains a non-committal offer and it is accepted, Contractor has the right to revoke the offer within two business days after receipt of the acceptance.

3.3 Client will, unless expressly established otherwise, submit a booking request by filling out the on-line booking form. Contractor will subsequently confirm the booking by e-mail.

3.4 Contractor has the right to refuse orders without stating grounds.

## 4. Changes to Activities

4.1 Even after the Order Confirmation, Client can ask Contractor to change the Activities. Contractor decides whether he agrees to a change proposed or not.

4.2 Changes to Activities established in an Order Confirmation entail additional costs, including € 100 (EXCL. VAT) standard administration costs for rebooking the order.

## 5. Information and privacy

5.1 Unless established otherwise, Client must provide Contractor with complete information regarding the booking at the latest 96 hours before the start of the Performance, as requested on the booking form or via email.

5.2 At the latest 24 hours before the start of the Performance, Contractor will transmit the names of the Compliment Makers to Client, along with the phone number of at least one Compliment Maker. This information is confidential and may only be used for the professional purposes serving the relevant order.

5.3 Announcement of the relevant Compliment Makers does not mean that Client is entitled to the attendance of these boy and/or girl Compliment Makers at the Event. Contractor always is at liberty to substitute Compliment Makers without any prior notice.

## 6. Confidentiality

6.1 Client will treat all arrangements on rates and pricing with strict confidentiality, both towards the relevant Compliment Makers and towards those attending the Event.

## 7. Performance

7.1 The Compliment Makers cannot take into account unplanned interludes, such as speeches, if these have not been discussed beforehand. If the finishing time is extended by more than 15 minutes, Contractor can bill additional costs. The costs for the extension of the finishing time are calculated on the basis of the prices listed in the brochure.

7.2 Were discontent to arise during the conducting of the Activities, Client can contact Gwen van Zaane at +31 (0)6 28418843 or Bibi Smink at +31 (0)6 19220981.

7.3 Besides the payment arrangements between Contractor and Client, Client may not (let) those attending the Event pay for compliments.

7.4 Client will procure a closable changing room with adequate privacy, sufficient refreshments and sanitary facilities at the Event for the Compliment Maker(s) who are active at the Event.

## 8. Costume etc.

8.1 The Compliment Makers make their own arrangements for costumes and materials required and decide on the content of the complimentary cards themselves, unless established otherwise in Written form.

8.2 An open-air Performance can only take place if established beforehand in Writing. In that case, the Compliment Makers have the right to wear a modified costume. In case of rain, they have the right to relocate to a covered area or inside. If this is not possible, Contractor has the right to cease the Performance. In that case, the full costs of the Performance are passed on to Client.

8.3 All costumes and other materials remain the property of Contractor. Exclusively complimentary cards written on that are handed out to those attending the Event become the property of the persons who receive them.

## 9. Rates

9.1 All Rates of the Activities are indicated on the price list. Unless established otherwise in Writing, the prices listed there prevail over the prices in the quotation.

## 10. Extension or shortening of the Performance

10.1 It is possible to establish an extension of the Performance beforehand or on the day of the Event. The minimum extension of the Performance amounts to 30 minutes. For the additional costs in case of extension, reference is made to the price list.

10.2 If one or several Compliment Makers are late for a Performance due to breakdowns, traffic jams, or illness, the time not put in for the Performance will be deducted on the invoice.

## 11. Payment

11.1 Client must pay all fees within 2 weeks after invoice date, unless established otherwise in Written form.

11.2 In case of a booking of € 3,000 (exclusive of VAT) or more, prior to the start of the Performance a down payment of 50% must have been settled, unless established otherwise in Written form.

11.3 If the Client does not, does not properly, or does not timely meet any obligation that may flow for him from the Agreement concluded with Contractor or the law respectively, Client is in default without default notice and Contractor has the right to suspend the implementation of the Agreement and/or to rescind that Agreement and directly related Agreements completely or in part, without Contractor being obliged to provide any compensation of damages and without prejudice to such further rights as may fall to Contractor.

11.4 If Client does not, does not fully, or does not pay within 14 days, Contractor has the right to bill the statutory commercial interest. All costs related to judicial or extrajudicial collection are borne by Client. The extrajudicial costs are set at 15% of the principal sum.

11.5 It is not permitted to Client to set off claims on Contractor in any manner.

11.6 If Client still has any payment obligation vis-a-vis Contractor, Contractor has the right to suspend the delivery obligation until Client has fulfilled all his obligations.

## 12. Liability

12.1 The liability of Contractor is limited at all times to the maximum amount that the insurer of Contractor disburse in such case as may occur.

12.2 If no disbursement is made by the insurer on grounds of article 12.1, any liability of Contractor is limited to the direct damage incurred by Client up to a maximum of the invoice value of the Performance, whereby it applies that Client must prove that he has taken all reasonable measures to mitigate any damage. This limitation of liability does not apply to the extent the damage is the consequence of the wilful intent or gross fault of Contractor.

12.3 Liability of Contractor for the following types of damage is excluded:

- a. Personal injury;
- b. Indirect or consequential damage, also including, though not limited to, loss of profit and missed savings; and
- c. Damage that flows from how the Performance is experienced by Client.

12.4 On pain of any right of claim of Client lapsing, Client must hold Contractor accountable within 31 business days after the Performance in Writing if Client can prove that Contractor has failed to perform and/or has acted unlawfully vis-a-vis Client.

12.5 Client is liable for all losses caused by damaging, the going lost or getting destroyed of matters, or through the personal injury or decease of persons that has occurred directly or indirectly during and/or through the Performance of Contractor at the Event

## 13. Hiring via Contractor

13.1 Client will only hire one or several Compliment Makers in the context of the writing of compliments and/or comparable activities via Contractor.

13.2 If Client does not observe what is established in the previous section, Contractor is entitled, without any further default notice and/or judicial intervention, to an instantly payable fine of EURO 5,000 (in words: five thousand Euros) per violation and € 5,000 (in words: five thousand Euros) per day or a part thereof that this violation continues, with a maximum of EURO 100,000 (in words: one hundred thousand Euros), without Contractor being obliged to prove damage and without prejudice to the right of Contractor to claim damages if and to the extent the damage exceeds the amount of the fines.

## 14. No guarantees

14.1 To the extent legally permitted, Contractor excludes any guarantees with respect to any Activities, implicit or explicit, including guarantees regarding the number of written complimentary cards or cards to be written, the form and content of complimentary cards, costumes, and other materials. Any information that Client obtains from Contractor in the context of the Activities does not comprise a guarantee either.

## 15. Termination

15.1 The Agreement ends automatically after the Activities have been completed.

15.2 Client can cancel the Agreement in Writing with due regard for a notice period of at least 3 weeks prior to the Performance. In that case, 50% of the established fees is billed. In case of cancellation less than 3 weeks before the Event, Contractor has the right to invoice the fees in full.

15.3 It is permitted to Contractor to (intermediately) terminate the Agreement with immediate effect in Writing or to rescind it in part, all matters without being obliged vis-a-vis the counterparty to provide any compensation of damages, if:

- a. Client does not settle his payment obligations or debts;
- b. In case of bankruptcy, (provisional) suspension of payments, agreement with creditors, liquidation or termination of the enterprise of Client;
- c. The ending up in disrepute commercially or otherwise of Client, his (brand) standing and/or activities associated with the Event; and
- d. In case of force majeure on the part of Contractor and/or Compliment Makers, caused, e.g., by illness, decease, government measures, accidents, extreme traffic situations, extreme weather conditions, TV performances scheduled up to 2 weeks prior to the Performance and/or performances abroad.

15.4 In case of termination on grounds of article 15.3:

- a. Contractor has the right to invoice an amount to compensate the value of the order; and
- b. Client is not entitled to any type of costs and/or compensation of damages.

## 16. IP rights

16.1 All IP rights regarding the Concept lie exclusively with Contractor.

16.2 Client has the right to use the name COMPLIMENTENMAKERS, the logo and picture of Contractor exclusively for the promotion of the Performance. If Client wants to write a promotional text for the Performance himself, Client will send it for approval to Contractor beforehand and publish it only after approval by Contractor.



16.3 Imagery and/or text deriving from the website or a different medium of Contractor may only be used following the written approval of Contractor and including a reference to the brand name COMPLIMENTENMAKERS, also including complimentenmakers.nl or the social media references of Contractor.

16.4 It is not permitted to Client to use the Concept in different publications or to link it directly or indirectly to a sponsor without the prior Written permission of Contractor.

16.5 The disclosure and/or multiplication of a recording of the Performance in any form whatsoever, also including audio and/or video footage, is only permitted following the Written permission of Contractor. Contractor can subject his permission to conditions, such as the clear display of the name COMPLIMENTENMAKERS.

16.6 Contractor has the right to use the name and logo of Client for reference purposes and promotional material without needing to pay any type of royalties or a different form of financial compensation.

16.7 If Client does not observe what is established in the previous sections, Contractor is entitled, without any further default notice and/or judicial intervention, to an instantly payable fine of EURO 10,000 per violation and of € 1,000 per day or a part thereof that this violation continues, without Contractor being obliged to prove damage and without prejudice to the right of Contractor to claim damages, if and to the extent the damage exceeds the amount of the fines.



## 17. Applicable law and competent court

17.1 The Terms and Conditions are exclusively subject to Netherlands law.

17.2 All disputes that are related to or that flow from the Agreement will be submitted to the competent court of law in the district of Amsterdam.

## 18. Miscellaneous

18.1 The failure to exercise any right or legal instrument by Contractor does not mean that such rights or legal instruments are waived by him.

18.2 Provisions that by their nature are intended to survive after the termination of the Agreement, survive.

18.3 If Client upon adoption of the Agreement acts as the representative of third parties, Client declares to have the right to do so. The Terms and Conditions in such case also apply for the client of the Client.

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