

General Terms and Conditions Jamvision (Artist Agency)

§ 1 Scope / General

The following terms and conditions (GTC) are, subject to written individual agreements, the basis and component of every contractual agreement between the agency Jamvision | Deborah Wolf with its registered office at Untere Beutau 11, 73728 Esslingen, managing director and authorised representative Deborah Wolf-Kitson (hereinafter referred to as "Agency") and the client (hereinafter referred to as "Client"). Verbal collateral agreements shall only be binding if they have been fixed and confirmed in writing by the Agency. General terms and conditions of the Client shall only become part of the contract if they are accepted in writing by the Agency. The GTC shall be deemed to be an integral part of the order confirmation signed by the Client.

§ 2 Conclusion / Content of the Contract

The basis of the contractual relationship between the Agency and the Client shall be the respective offer and its acceptance. The offer shall be accepted in writing by means of an order confirmation (order confirmation = booking). The order confirmation shall be sent to the Client for signature by e-mail or, if requested, by post. The contractual relationship shall come into effect when the order confirmation signed by the Client is received by the Agency. The order confirmation signed by the Client shall be a prerequisite for the effectiveness of the service offered. If the order confirmation is not returned by the client within 14 days of receipt with a legally binding countersignature, the validity of the offer shall be forfeited and a contractual relationship shall not come into existence.

not come into existence. For the purpose of performing the services as well as for invoicing, the Client shall provide the Agency with the necessary information (contractual partner, invoice address, location, timing, contact person at the event, etc.). Extended or additionally requested services of the Client beyond the contractually agreed scope of services shall require the consent of the Agency and shall be remunerated separately. Changes or deviations in the scope of services shall be permitted insofar as they are insignificant and do not impair the overall concept of the agreed contractual services. The Agency shall notify the Client of any changes or deviations in the scope of services as soon as possible after conclusion of the contract.

§ 3 Additional services

Additional services shall - as far as possible - be agreed in writing and shall be remunerated separately. Additional services shall be understood to mean all services not listed in the offer / order confirmation. These include, in particular, the Agency's participation in meetings and detailed arrangements requested by the Client or third parties, extensions of the contractually agreed scope of services approved by the Agency and additional expenses incurred through the fault of the Client or third parties.

Extensive offers and presentations requested by the Client prior to confirmation of the order shall be charged additionally according to the actual expenditure.

§ 4 Prices / Payment terms / Invoicing

The Agency's prices shall be stated in the offers in euros and without value-added tax. The VAT shall be calculated and shown separately in the offer, in the order confirmation and on the invoice in accordance with the statutory tax rate. The scope and the amount of the fee result from the submitted offer and arise from the order confirmation and possibly written individual agreements and taking into account additional services. The Agency shall receive the total sum agreed with the Client plus statutory value-added tax as the fee. A total fee of up to € 20,000.00 net shall be paid within 14 days of the event against invoice. Unless otherwise requested, the client shall receive the invoice by e-mail as a PDF after the end of the event. The invoice must state the period of performance, VAT identification number, tax number and invoice number.

If the total fee amounts to more than € 20,000.00 net, 30% of the agreed total sum (net) plus statutory VAT shall be due 14 days before the service is provided or the event begins. Unless otherwise requested, a down payment invoice shall be sent to the Client in electronic form.

The remaining payment shall be made after the event within 14 days against invoice. Unless otherwise requested, the client shall also receive a final invoice for the amount of the remaining claim in electronic form after the end of the event. The invoices must state the period of performance, VAT identification number, tax number and invoice number.

§ 5 Default

If the payment deadline is not met, the Agency reserves the right to charge reminder fees and interest on arrears. If the Client is in arrears with the payment of the agreed fee, interest on arrears amounting to 9% p.a. above the base rate of the European Central Bank shall be deemed to have been agreed. The Client shall reimburse all expenses and costs incurred in connection with the delay in payment.

§ 6 Cancellation

In the event that a planned event for which the provision of services by the Agency has been agreed is cancelled, is cancelled by the Client or the order is cancelled by the Client, the Agency shall retain the right to payment of a fee in accordance with the following scale:

in principle to 50% of the agreed fee

from 60 days before the start of the event, 80% of the agreed fee

from 30 days before the start of the event, 100% of the agreed fee.

The cancellation of the event as well as a cancellation of the order must be notified to the agency in writing (e.g. by e-mail).

§ 6b Cancellation due to official reasons

For corona-conditional (or similar) cancellations, the following shall apply:

If, due to restrictions imposed by the authorities, the event cannot be held or can only be held with a maximum audience occupancy of less than 50% of the normal occupancy, both contracting parties shall endeavour to find an alternative date by mutual agreement on which these restrictions will be lifted. If a corresponding alternative date cannot be found despite the mutual efforts of both contractual partners, the contract shall become invalid.

In the event of a cancellation due to corona within the last 7 days prior to the event, a fee for the services rendered to date / a cancellation fee in the amount of 50 % of the net fee shall be due.

§ 7 Liability / Security

The liability of the Agency for any damages or claims for damages shall be limited to intent and gross negligence and to the maximum amount of the agreed fee. The responsibility for the content and execution of a performance / service provision shall not be incumbent on the Client. Any claims arising from this are excluded.

The Agency cannot be held liable if a non-appearance or delay results from force majeure.

§ 8 Client protection

The Client shall grant the Agency customer protection. The Client undertakes to refer potential clients for engagements or other business contacts to the Agency. Furthermore, he shall refrain from any further marketing of the artists referred. The client assures to refrain from direct bookings of the artist(s) mediated by the agency bypassing the agency and to contact the agency in case of follow-up bookings. In the event of infringement, the Client undertakes to pay the Agency a contractual penalty in the amount of the fee agreed in the order confirmation.

agreed in the order confirmation.

§ 9 Rights of use

The Client shall be entitled to produce film / photographic material of the performance / service provision of the Artist(s) arranged by the Agency and to use this exclusively for presentation purposes. If photographic / film material is taken, the Client shall forward the corresponding material to the Agency. The Agency shall be entitled to use the material free of charge and for an unlimited period for any purpose.

§ 10 Cooperation of the Client

The Client undertakes to provide the arranged Artist(s) with a lockable cloakroom or other suitable premises as well as sufficient drinks and catering or small snacks. The Client shall ensure that the Artist(s) have suitable space and the necessary equipment at their disposal for the performance. He/she shall grant the Artist(s) appropriate breaks.

§ 11 Licence Fees & Artists' Social Security Contribution

The Client shall be responsible for any copyright fees (GEMA). Any artist's social security contributions shall be paid by the Client.

§ 12 Confidentiality

The parties undertake not to disclose any business or operational facts of which they become aware during their activities.

The parties undertake to maintain confidentiality about all business or operational facts of the other party that become known to them during the activities, even after termination of the contractual relationship. This applies in particular to the agreed fee.

§ 13 Place of Jurisdiction / Applicable Law

For all disputes between the Agency and the Client, it is agreed that the relevant German court for the Agency's registered office shall have jurisdiction. German law shall apply.

§ 14 Severability clause

Should one or more provisions of these terms and conditions be invalid, this shall not affect the validity of the remaining provisions. The parties agree to replace any ineffective provisions with an effective one in such a way that it comes as close as possible to the meaning and purpose of the ineffective provision.