



JAZZ CENTRALE

...sounds great!

First and foremost we would like to thank you for booking a jazz band or Jazz DJ at De Jazz Centrale. It is an honour to provide the music on your special occasion. Because we encounter many different situations it is necessary to apply terms and conditions on which we can carry out our performances.

If it seems impossible to meet any or some of these terms and conditions, we ask you to discuss this with us in advance.

Dutch law applies to these conditions.

On booking a jazz band at De Jazz Centrale you, the client, accept the following terms and conditions:

General booking conditions

1. De Jazz Centrale is required to carry out a performance as drafted in the booking agreement.
2. The musicians of the Jazz Centrale will do everything in their power to ensure a successful performance for their client. They will arrive in plenty of time, be aptly dressed and pay due attention to their appearance.
3. The musicians of the Jazz Centrale will bring all the necessary equipment to carry out the performance.
4. Playing sets will consist of 45 minutes of playing unless otherwise agreed.
5. Bookings of 1 hour will consist of 60 minutes of playing.
6. The musicians of the Jazz Centrale will do everything in their power to arrive on location approximately 1 hour beforehand. If however there is an event beyond reasonable control (i.e. unexpected, extreme traffic or car breakdown), no claims can be submitted. The musicians of the Jazz Centrale will make sure cars are in good condition to minimise the possibility of a car breakdown.
7. The musicians of the Jazz Centrale ensure that cars are in a decent state of repair in order to minimize the risk of car breakdown.
8. Any damage to equipment or instruments before, during or after performance by the public, will be compensated at repair- or replacement value.
9. The Jazz Centrale must have a clear path near the entrance for loading and unloading cars. This means the loading from cars can only be done at approx. 25 meters maximum from the entrance of the location.
10. Parking fees must be reimbursed by the client if they exceed € 5 per car. Parking fees can be paid in cash after the performance. When cash payment is not possible, the parking fees will be grossed (that is multiplied by 2) on the invoice.¹
11. All musicians are individually liable for damages. Liability of the musicians is limited to the maximum amount of compensation applied to the individual business liability insurance De Jazz Centrale accepts no liability whatsoever.

¹) For most musicians parking fees are not tax deductible. To be compensated in full, these fees must be grossed on the invoice. We generally apply a 50% tax rate. This means the parking fees will be doubled on the invoice. In conclusion there will be a 6% turnover tax, which in practice is a negligible amount.

Open air performances

12. When a performance is scheduled in open air or in a tent, the following terms apply.
 - 12.1. If the performance is in open air, the musicians must be protected from sun, wind and rain at all times. Please bear in mind the movement of the sun during the performance.
 - 12.2. A minimum temperature of 20°C is required for performances in the open air.
 - 12.3. If the outside temperature is under 20°C there must be heaters present for the band. The numbers are as follows:
 - 12.3.1. Solo/DJ: 1 heater
 - 12.3.2. Duo/Trio: 2 heaters
 - 12.3.3. Quartet/Quintet: 3 heaters
 - 12.4. Please keep in mind that the temperature can fluctuate and drop under 20°C, especially during the evening. In that case heaters must also be provided.
 - 12.5. If the performance takes place on grass, the client must provide a solid (wooden) floor. The instruments and equipment cannot be placed on grass.
 - 12.6. The musicians reserve the right to cancel a performance when there they find no adequate protection from sun, heat, cold, wind, moisture and rain.
13. When booking our Jazz DJ, please supply a steady floor in order to prevent jumping of the records. Keep in mind wooden floors in outdoor-tents are usually not stable enough.

Cancellation policy

14. The cancellation costs are set as follows. The percentages apply to the total booking amount, as you will find in the sent booking agreement.
 - 14.1. Cancellation until 3 months in advance: 10%
 - 14.2. Cancellation 10-12 weeks in advance: 25 %
 - 14.3. Cancellation 8-10 weeks in advance: 40 %
 - 14.4. Cancellation 6-8 weeks in advance: 60 %
 - 14.5. Cancellation 4-6 weeks in advance: 70 %
 - 14.6. Cancellation 2-4 weeks in advance: 80 %
 - 14.7. Cancellation until 2 weeks in advance: 90 %
15. **Cancellation insurance** (find examples and more information [on our website](#))
 - 15.1. If you have taken out a cancellation insurance policy, the following reductions on above percentages apply.

- 15.1.1. Cancellation policy Bronze: 25% reduction
- 15.1.2. Cancellation policy Silver: 50% reduction
- 15.1.3. Cancellation policy Gold: 75% reduction
- 15.2. Cancellation fees will be calculated over the total bookingsum, so including all extra costs, including the cancellation policy insurance itself.

Additional terms when renting a piano

When a piano is being rented through De Jazz Centrale the following terms and conditions apply.

- 16. The rental contract is specifically between the client and the piano supplier. De Jazz Centrale will not be under to any sort of rental contract and is not liable for any possible damage to the rented instrument. The liability lies with the client.
- 17. The client must make proper arrangements for loading and unloading the rental piano. The arrangements are made specifically between the piano delivery service and the client. De Jazz Centrale has no part in these arrangements.
- 18. The client will receive a separate invoice from the piano supplier.

Terms of payment for private clients

19. Payment can be done in cash or through bank transfer, although payment in cash is not possible in all situations.
20. We ask a deposit. Payment must be done within 5 days after confirmation has been received, unless otherwise agreed. Instructions will be sent in the booking confirmation. Payment can be done by wire transfer to ING account NL53 INGB 0005 103109, BIC INGB2LA on the name of "Kars Veling Rotterdam" citing "Jazz Centrale + date of performance + location".

Terms of payment for business clients

21. Payment of the musicians of De Jazz Centrale will be done through payroll agency Artiëstenverloningen.nl. The client will receive an invoice from Artiëstenverloningen for payment, including a withholding statement. Artiëstenverloningen is fully authorised to collect wages and will ensure the correct settlement of tax obligations for the client. More information can be found at the website of Artiëstenverloningen.
22. Payment of the performance should be done as soon as possible and at the utmost until 14 days after receiving the invoice, or 14 days after the performance.

Thus drafted by

De Jazz Centrale

Postal address:

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Chamber of Commerce 24459289