

Buchmann&Kaspar OG General Terms and Conditions of Engagement 2024

company	Music Agency Buchmann&Kaspar OG ("the Agency")
registered office	Dernjagasse 2/6/24 A-1230 Vienna
company register number	FN 172016 s
VAT reg number	ATU50990307

1) Engagement

The Promoter engages the Agency to prepare, produce and present the performance as described in the Offer in accordance with the provisions of these general terms and conditions.

2) Fee

The Promoter shall pay to the Agency the fee in accordance with the Offer in full and without deduction, whether in relation to taxes, duties or charges howsoever described.

3) Terms of Payment

- The Promoter shall pay to the Agency the fee in accordance with paragraph 2 hereof not later than 14 days prior to the date of the performance.
- The said payment of the fee shall be made by direct debit to Agency's bank account, details whereof are as follows:
Dornbirner Sparkasse, BIC: DOSPAT2DXXX; IBAN: AT532060200000239061
- In the event of late payment of the said fee, the Agency reserves the right, in its sole discretion, to charge default interest at the rate of ten percent (10%) per annum calculated daily from the due date for payment.

4) Travel, Accommodation & Meals

In the event that travel outside of Vienna is required for the performance or required of an incidental for the preparation or production of a performance, the cost of travel, reasonable accommodation and meals (excluding alcoholic beverages) shall be paid by the Promoter, upon separate agreement with the Agency.

5) Dressing Room, Catering & Parking

- The Promoter shall provide separate male and female dressing rooms that are clean, convenient, heated and otherwise fit for use by the musicians and staff of the Agency, that are inaccessible to the general public and others and reasonably equipped with tables, chairs, a mirror, toilets and washing facilities.
- The Promoter shall provide catering for the musicians and staff of the Agency consisting of sufficient quantities of beverages (coffee, tea, water, juice etc) and one warm meal per person. The Agency will advise the Promoter of the number of persons the said catering shall provide for.
- The Promoter shall provide one parking space for the musicians at the entrance for the entire duration of the performance, including any rehearsal or set-up.

6) Stage, Technical Equipment & Venue Requirements

Stage

- The Promoter shall provide a heated stage, the dimensions of which are to be agreed upon with the Agency. The stage shall be protected from sun, rain and insects.
 - The Promoter shall ensure the physical safety of the musicians and staff of the Agency at the venue. The Promoter shall have removed from the venue any person disturbing or interrupting the performance upon request of the Agency.
 - The Promoter shall provide on the stage sufficient chairs without armrests and high stools for the double bass (contrabass) players. The Agency will advise the Promoter of the number of chairs and high stools required.
 - The promoter shall provide sufficient height-adjustable music stands with lights (unless otherwise agreed in writing). The Agency will advise the Promoter of the number of music stands required.
 - The Agency will provide all musical instruments (unless otherwise agreed in writing).
 - The promoter shall provide the necessary sound system, together with a competent and experienced sound engineer/operator, and lighting system, together with a competent and experienced lighting engineer/operator.
 - The Promoter shall have arranged and completed the set-up of the sound system and lighting system before the start of the sound check.
 - People that are participating in the event and might be visible to the audience have to be dressed elegantly.
- #### Soundcheck / Handymen
- Promoter shall provide a stagehand/handyman who is familiar with the venue layout and facilities to assist the Agency set up the stage no later than one hour prior to the beginning of the sound check.
 - The Promoter shall provide free access to the venue, the stage and the electrical power supply no later than one hour prior to the beginning of the sound check.
 - The Promoter shall ensure that the ensemble has the opportunity to conduct a sound check, without any interruption, not later than one hour before the admission of the audience.
 - The Agency shall ensure completion of the sound check prior to the admission of the audience.

7) Copyright & Sheet Music

- All copyright and any other intellectual property rights in relation to the performance, the works and composers performed remains with the Agency.
- The Promoter shall register the performance pursuant to the provisions and regulations of the AKM (GEMA) and shall pay all musical fees in accordance with those laws.
- The Agency shall provide all sheet music for the conductor and all musicians used in the performance.

8) Cancellation & Termination

- In the event of cancellation or postponement of the performance by the Promoter:
 - more than twenty-one (21) days prior to the performance, the Promoter shall pay fifty percent (50%) of fee referred to in clause 2,
 - within twenty-one (21) days of the performance, the Promoter shall pay one hundred percent (100%) of fee referred to in clause 2.
- In the event of any breach of an essential term of these general terms and conditions by the Promoter, the Agency has the right in its sole discretion to terminate the agreement. Termination by the Agency by reason of breach by the Promoter of an essential term of these general terms and conditions is without prejudice to the Agency's rights to claim for any loss or damage suffered by the Agency by reason of such breach.
- This agreement is at an end, and the parties shall hold one another harmless, in the event of force majeure such as war, riots, acts of terrorism, acts of God and natural disasters, including unexpected Government restrictions or mandates in relation to COVID-19.

9) Entire Agreement & Variation

- These general terms and conditions constitute the entire agreement between the parties and supersedes all previous written or oral agreements, communications or representations between the parties.
- Any variation or amendment to these general terms and conditions must be made in writing.

10) Indemnity

The Promoter shall be liable for any costs, charges or fees howsoever described from the staging of the event to which the agreement between the parties relates. The Promoter shall indemnify, and keep indemnified, and hold harmless the Agency from and against any claims from third parties.

11) Jurisdiction

The agreement between the parties is governed by the law of Vienna, Austria, and the parties agree to the exclusive jurisdiction of the courts of Vienna, Austria.