



General Terms and Conditions Millennyum Creative Projects

Date: 15-07-2026

1. Company identity

Company name: Millennyum Creative Projects

Trade names: Millennyum Music, Millennyum Publications, Millennyum Clothing, Millennyum Creations

Established in Nijmegen, The Netherlands

lenny@millennyum.nl

Registered under number 93207972 with the Dutch Chamber of Commerce

hereinafter referred to as: 'I' or 'me'.

2. Validity and applicable law

- a. These terms and conditions apply to every offer, quotation, and agreement between the client (hereinafter referred to as 'you') and me to which these terms and conditions have been declared applicable. Any deviations from these general terms and conditions are only valid if expressly agreed upon in writing.
- b. All agreements are governed exclusively by Dutch law, even if an assignment is performed wholly or partially abroad or if you have your domicile or place of business there. The applicability of the Vienna Sales Convention is excluded.
- c. The Dutch text shall prevail in the interpretation of the content and scope of these terms and conditions.
- d. If there is any ambiguity regarding the interpretation of one or more provisions in these terms and conditions and/or a situation arises between you and me that is not regulated in these terms and conditions, then an interpretation shall be made and/or this situation shall be assessed 'in the spirit' of the provisions in these terms and conditions.

3. Provision of information and materials

Quotations and the manner of executing an assignment are based on information provided by you. You are responsible for the timely submission of information necessary to prepare a quotation for and/or execute the assignment, as well as the accuracy, usability, and completeness thereof. If necessary for the execution of the assignment, you shall also ensure the timely delivery of required materials.

4. Quotations and invoicing

- a. Pursuant to Article 25 of the Dutch 'Wet op de omzetbelasting', I am exempt from VAT. Therefore, I do not charge it.
- b. Quotations are valid for 30 days from the quotation date.
- c. Any down payments / advances must be transferred within 14 days of acceptance of the quotation. Invoices must be paid within 30 days of the invoice date.
- d. If you do not pay the invoice within the stipulated period, you owe statutory interest on the outstanding amount for the period from the due date. If you also fail to pay within 14 days of receiving a payment reminder, a standard fee of €40 will be added to the outstanding amount. Any collection costs and legal fees will also be at your expense.

5. Cancellation of the agreement

The conditions for cancelling or reversing an agreement and the right of withdrawal vary by type of agreement and can be found in the relevant sections of these terms and conditions.

If you wish to cancel the agreement and this is permitted under these terms and conditions, you must notify me in writing, for example by email.

6. Liability, notice of default and disputes

- a. If I am in attributable default in the fulfillment of my obligations, you must notify me of the default in writing within 3 days. If you fail to do so, any claim on your part shall lapse.
- b. In the event of disputes arising from or related to an agreement, you and I will first attempt to resolve them amicably. If we are unable to reach an agreement, the dispute will be submitted to the competent court of my place of residence, unless I choose to submit the dispute to another court.
- c. I can never be held liable for an amount exceeding the agreed quotation or invoice amount. Indirect damages (such as consequential damages and lost income) are also excluded.

7. Intellectual property rights

Company and trade names, brand designations, images, etc. used by me are protected and may be used by you only with permission and subject to any applicable restrictions.

8. General Terms and Conditions Millennyum Music

The provisions in this article apply only to agreements falling under the trade name Millennyum Music, such as performances and music/dance lessons.

8.1 Independence

- a. Entering into an agreement does not create an employment relationship. I choose not to make use of the 'Arbioderegeling' under Art. 5a of the Dutch Wet LB and Art. 4 of the Decree of 24 December 1986 (social insurance), and therefore choose not to have wage taxes withheld and not to be insured under employee insurance schemes. This complies with Art. 3bis of the Dutch UB LB and Art. 4, paragraph 2 of the Decree of 24 December 1986. Due to this choice, the fee for the assignment may be paid out gross (as a buyout sum).
- b. I organize my work independently and am also entirely independent in carrying out the work: I perform the assignment at my own discretion and without your supervision or direction. This is done on the basis of a best-efforts obligation, unless otherwise agreed or unless a result obligation arises from the nature of the work. You may, however, provide directions and instructions regarding the outcome of the assignment, and if necessary for the work, I will adhere to your working hours. In the event of collaboration with others, coordination with them will take place to the extent necessary for the execution of the assignment.

8.2 Hiring of third parties

- a. I am authorized to use third parties in the execution of the assignment (for example, so that we, as a group consisting of self-employed professionals, can carry out the assignment, but you receive only one invoice afterwards).
- b. All rights and claims in Article 8 of these terms and conditions also apply to any third parties engaged by me, unless stated otherwise.

8.3 Working conditions

- a. You must ensure good conditions and a suitable location for the assignment. For bagpipe performances, for example, there must be sufficient space given the length of the protruding drone pipes. There must be no ambient noise, such as from public address systems or other stages, that could interfere with the performance.

- b. My instruments cannot withstand moisture. If I have to perform the assignment outdoors and the weather conditions are bad (rain, snow, or similar conditions), you must provide a canopy and shelter from the wind.

8.4 Cancellation and dissolution

- a. The statutory cooling-off period of 14 days does not apply, as this concerns services for which a date or period is agreed upon. If you terminate the agreement 48 hours or less before the time of execution of the assignment, I reserve the right to charge 100% of the fee (excluding travel expenses) to compensate for preparations already made and time set aside, unless the reason for termination is attributable to me. If the agreement is terminated between 2 weeks and 48 hours before the time of execution of the assignment, this amount amounts to 50% of the fee (excluding travel expenses). In the event of termination of the agreement more than 2 weeks before the time of execution of the assignment, no fee or travel expenses will be charged. If costs have been incurred by me prior to the execution date of the assignment that are specifically related to the assignment, these will be charged in all cases, unless the reason for termination is attributable to me.
The provisions in this paragraph may be deviated from in your favor by mutual agreement.
- b. If, upon arrival or during the execution of the assignment, it becomes apparent that the circumstances under which the assignment is to be performed are unsatisfactory or not in accordance with the agreement (see, inter alia, Article 8.3) and you are unable to offer a sufficient alternative, I reserve the right to cancel the assignment on the spot, without being liable for any compensation. You will then owe the full agreed amount, including travel expenses.
- c. I do my utmost to protect my instruments from weather conditions. Nevertheless, it may happen that the instruments are affected by cold, heat, and/or moisture, rendering music-making impossible or only possible in a limited form. This is considered force majeure.
- d. If I am unable to execute a confirmed assignment due to force majeure on my part (such as illness, an emergency, traffic conditions, following advice from official authorities in exceptional situations, weather conditions, natural disasters, an epidemic, a sudden war, or other matters beyond my control), I have the right to suspend the execution of the assignment for a reasonable period or to terminate the assignment, without being liable for any compensation.

8.5 Liability

- a. You are liable for all damage to me and/or my property caused by yourself, your employees, and/or the public. You indemnify me against third-party claims regarding damage caused by me during the execution of the assignment; you shall compensate for this damage yourself or through liability insurance.
- b. I am not liable for damage caused by third parties (such as fellow musicians) who carry out the assignment on my behalf.

8.6 Use of data and visual material

As the client, you have the right to use my professional details (including name and logo) and visual material (such as photos and videos) for the promotion of the booked assignment and/or the event of which this assignment is a part. These details and visual material (including material created by you during my execution of the assignment) may not be used for the promotion of other events for which I have not been booked. They may, however, be used for publicity regarding the event in general (for example, an after movie) or for similar other events of yours for which I have also been booked.