

General terms of performance delivery – 2023

1. Application of the general terms of performance delivery

These general terms of performance delivery (hereinafter referred to as the “General Terms”) are applicable to all performance deliveries agreed between the agency delivering the performance (hereinafter referred to as the “Agency”) and the promoter ordering the performance (here in after referred to as the “Promoter”). The Agency and the Promoter are hereinafter collectively referred to as the parties (“Parties”).

2. Entry into force of performance delivery contract

Unless otherwise agreed between the Parties in writing, the performance delivery contract enters into force from the moment the Parties have verbally or in writing agreed to the performance reservation specified for the Promoter for a predetermined time period. In this case, the General Terms shall be observed also with regard to a verbal agreement.

3. Implications of written order confirmation

Written order confirmation is intended to serve as documentation for both Parties of what has been verbally agreed upon. If the Promoter has not returned the duly signed written confirmation or other written confirmation agreed upon to the Agency by the deadline specified in the delivery-specific terms, the verbal agreement shall nevertheless be valid, unless it is terminated in writing, such as by email, according to the terms of notice.

4. Procedure for termination of the contract

The performance delivery contract may be terminated by either side by giving notice of this in writing, such as by email, no later than thirty (30) days prior to the scheduled (first) performance date, unless otherwise agreed in the “Other” section of the contract. Shorter or longer cancellation periods may be agreed upon in the delivery-specific terms of contract.

For the high season (June–August), a ninety (90) day cancellation policy (90 days or less, cancellation fee 100%) shall be observed, calculated from the first performance date. The cancellation fee for an order cancelled less than one hundred and twenty (120) days before shall be 25% of the agreed total price of the service, unless otherwise agreed.

The Parties may agree separately on using an escrow account and on advance payment if it is deemed necessary with regard to both Parties or the Agency. The advance payment shall be 50% of the agreed total price of the service without separate agreement if the Promoter has a bad credit record. In this case, the Agency has the right, at its discretion, to also demand a full advance payment. The advance payment shall be returned in full if the order has to be cancelled for reasons solely attributable to the Agency.

5. Anticipatory breach of contract

If, after the conclusion of the contract, the Promoter’s financial situation or ability or willingness to pay proves such, based on e.g. delayed performance compensations or other payment failures, that there is reason to assume that the payment obligation of the delivery-specific contract will be jeopardised or will not be fulfilled, the Agency has the right to unilaterally change the terms of payment, the advance payment or to demand sufficient and comprehensive collateral or to cancel the contract without notice. Before cancelling the contract unilaterally, the Parties must hold an amicable negotiation on changing the terms of payment, providing collateral, the advance payment and cancelling the contract.

If the Promoter fails to comply with the new terms of payment specified by the Agency or provide sufficient and comprehensive collateral, this shall be interpreted as a material breach of contract, in which case the Agency has the right to withhold delivery of the performance and the Agency shall also be entitled to compensation for damages in accordance with section 11 of the General Terms.

If, after the conclusion of the contract, the Agency's financial situation proves such that it is reasonable to assume that the delivery-specific performance obligation will be jeopardised or will not be fulfilled, the Promoter has the right to demand reasonable collateral for the fulfilment of performance delivery. If the Agency fails to provide collateral within a reasonable time, the Promoter has the right to unilaterally cancel the contract and the Promoter shall also be entitled to compensation for damages in accordance with section 11 of the General Terms.

6. Defaulting on the terms of payment and due consequences

If the Promoter fails to honour its payment obligation as defined in the delivery-specific terms, the Agency and the performance group have the right to withhold delivery of the performance and the Agency shall also be entitled to compensation for damages in accordance with section 11 of the General Terms. The Agency shall also have the right to cancel all future performance delivery contracts with the Promoter without liability for compensation. In this case, the Agency shall be entitled to full compensation for damages according to the actual expenses and costs resulting from the cancellations.

7. Taxes, fees to the authorities, royalties and licences

The Promoter is responsible, at its own expense, for the payment of the value added tax in force at the time on the ticket revenue. If the performance delivery compensation is tied to ticket revenue, the prices stated in the contract are net prices without value added tax. No licence fees, taxes, advance ticket sales commissions or similar items may be deducted from the guarantee on the performance delivery compensation.

The Promoter is responsible, at its own expense, for all the copyright and royalty payments and notices related to the performance event. The Promoter is also responsible for all the licences required to organise the event.

The performance delivery compensation may include value added tax if the Agency has registered for value added tax in this regard. The possible value added tax of 10% or value added tax in force at the time is specified in the contract itself.

8. Safety and liability for damage

The Promoter is responsible for the safety of the entire event. The Promoter is responsible for all possible damage to the audience and their property at the place of performance. The Promoter is obliged to take out adequate and comprehensive insurance against the aforementioned damage with regard to its operations.

The Promoter is fully responsible for any damage caused to the Agency or to the persons belonging to the performance group or to the property brought with them from when the transport equipment has been unloaded until the transport equipment has been reloaded, excluding situations where the performance group has acted intentionally or with gross negligence regarding the damage. The Agency must ensure that the equipment brought with them by the performance group to be used in the performance is insured with standard insurance.

In the event of damage to the equipment brought with them by the performance group to be used in the performance, the Promoter's liability is limited to the excess of the insurance. The

aforementioned limitation of liability clause shall not be valid if the Promoter causes the damage due to gross negligence, wilfully or by illegal conduct, or by violating the General Terms.

The performer is responsible for self-inflicted damage to their own person and their equipment, as well as for any loss of equipment caused by their negligence. The Agency is only responsible for any damage caused due to gross negligence or intentionally by the performance group in connection with the performance. In such a case, the Promoter may withhold payment of the performance compensation.

The Promoter is responsible for ensuring that no chemical agents, fumes or compounds containing toxic or otherwise harmful substances are used at the place of performance or in its immediate vicinity, such as, for example, substances that cause breathing difficulties, impaired vision, slippery floor surfaces, and so on. The Promoter must also ensure that there are no harmful microbes, such as mould or other substances or compounds, in the performers' premises that may cause harm to or endanger the health of the performers, as stipulated in the Occupational Safety and Health Act. The performer has the right to refuse to perform if the premises do not meet these terms or if the premises are not safe. In such a case, the Agency shall still be entitled to the fee agreed upon in the delivery-specific terms in full.

The Promoter is responsible for adequate maintenance of order as required by the event. If disturbances occur and any deficiencies are not rectified without delay by the Promoter, the performer has the right to discontinue their performance or to not perform at all. If the performer causes or incites disturbances, the Promoter has the right to interrupt the performance. In such cases, the other Party shall still be entitled to the fee agreed upon in the delivery-specific terms or, on a reciprocal basis, to it being refunded in full. Both Parties must, by mutual agreement and without delay, seek to resolve any problem situations such that the performance can take place.

In addition to these terms, the Promoter commits, as an essential part of this contract, to the code of ethics of *the Association of Finnish Booking agencies and agents – Suomen ohjelmatoimistot ja Agentit ry* (later SOA) in force at any given time, which are presented on the website of the SOA intentional or material violation of the code of ethics always immediately forms a basis for cancelling the contract and entitles the other Party to claim compensation for damages in accordance with section 11 of the General Terms or in full for direct damage, regardless of any limitations on the amount of compensation.

If the place of performance does not meet the industry's normal level of safety, the performer has the right to refuse to perform. The Promoter has the right to make the event location safe without delay and to ask for a reasonable postponement of the performance time, provided that there is no obstacle to this, such as the performer's next performance elsewhere.

The Promoter has the right to remove members of the performer's crew from the performance area and other premises if they cause significant disturbances such that can be verified.

9. The Promoter's position in relation to the members of the performance group

The members of the performance group are not employed by the Promoter. The Promoter does not have an employer's right of direction in relation to them. The Agency is responsible for ensuring that the Promoter is not, under any circumstances, held liable for withholding tax on the fees of the performance group or for any other employment-related payment obligations of the employer.

Under no circumstances may the Promoter interfere in the content of the performer's artistic performance.

10. Monitoring of performance compensation tied to ticket sales

If the event's performance delivery compensation is tied to ticket sales revenue, the Promoter shall reliably hold onto the share without value added tax of the event's ticket sum jointly on behalf of the Promoter and the Agency until the time of payment. Any free tickets used by the Promoter shall be exchanged for entrance tickets at the Promoter's expense, unless otherwise agreed in the delivery-specific terms.

If the price to be paid for performance delivery is tied to the event's ticket sales revenue, the Agency has the right to monitor ticket sales in the way and to the extent it deems fit. In the case of a percentage-based fee, the performer's guest list shall be deducted from the ticket sales if it exceeds ten (10) tickets, unless otherwise agreed.

11. Compensation for damages

General grounds for compensation for damages

If the performance delivery is prevented after the notice period referred to in section 4 has expired for a reason other force majeure as specified in section 12, the amount of compensation for damages is determined as follows: The maximum compensation for damages resulting from a breach of contract is the price without value added tax of performance delivery agreed upon at any given time in the delivery-specific performance delivery contract or, if the performance delivery is tied to the event's ticket sales revenue, the current usual price of the performance delivery in question. The amount of compensation must be based on actual damages. Reputational damage and lost ticket revenue are not compensable damages.

Delay

If the performance group is substantially delayed due to a reason other than force majeure and it causes the performance to be delayed but not cancelled, the compensation for damages is determined as follows:

If the start of the performance is delayed by more than 30 minutes from the agreed programme time due to a reason attributable to the performer which is not a force majeure and therefore falls below the minimum performance obligation agreed upon in the delivery-specific contract, the Promoter's payment obligation is reduced by as many percentage points of the agreed price as the portion of the performance that was not performed would be of the agreed minimum performance obligation. To the extent possible, the Promoter must also contribute to the fulfilment of the minimum performance obligation by the available means.

Claims

Any error notices and claims for compensation must be presented in writing within seven (7) days of the performance, the occurrence of the damage or the damage becoming apparent. If the Promoter wants to put in a claim regarding a delay, it must be done before the start of the performance. If the error notice or claim for compensation is not presented on time, this results in loss of right of action in the matter in question, excluding large festivals.

For the sake of clarity, it is stated that the aforementioned total value of the performance delivery contract refers to direct costs.

12. Force majeure

Circumstances that may be considered to constitute a force majeure with regard to performance delivery include the following:

- A. General cases of force majeure, such as war, legal and illegal strike, industrial action, natural disasters, unforeseeable interruption of transport, telecommunications and energy distribution, epidemic and pandemic, orders by the authorities independent of the Parties and other similar reasons.
- B. Illness of a member of the performance group, for which the Promoter must be provided with a medical certificate, to be treated confidentially, stating the period of incapacity.
- C. Accidents and vehicle breakdowns in cases where it proves to be very difficult to obtain replacement transport equipment or the equipment needed for the performance is damaged and cannot reasonably be repaired or replaced before the start of the performance.

The other Party must be notified of a force majeure without delay. In the event of force majeure, neither Party shall have any financial or operational obligations towards the other to the extent that the force majeure prevents performance in accordance with the contract.

If the performance is prevented from taking place due to the Promoter's conduct or negligence resulting in an intervention by the authorities, the Promoter is nevertheless obliged to pay the fee in accordance with the performance delivery contract. Such matters include, for example, disturbances, failure to comply with licence conditions, non-payment of fees to the authorities or copyright fees, and other similar reasons.

13. Audio and visual recording of the performance

The copyright of the performance belongs exclusively to the performers, so no audio or visual recording of the performance is allowed without prior agreement with the performers. The Promoter is responsible for ensuring that there is no audio, visual or other recording of the performance without the consent of the performers. The Promoter must actively enforce the recording ban and effectively monitor that no recording equipment is brought into the performance area and that no recording equipment is used for recording in the performance area. If inappropriate recording is detected during the event and the Promoter does not intervene, the performer has the right not to perform or to discontinue their performance, and the Agency shall still be entitled to full compensation. For the sake of clarity, it is stated that it is not reasonable to expect that no one would record the performance at a festival, for example. The Promoter must prevent professional visual, audio and other recording, unless it has been agreed upon separately.

14. Promotion of products and ideas

The Promoter must give notice of the nature of the event and the products and ideas that are mainly to be promoted at the event even before the conclusion of a verbal agreement. The obligation to give notice does not apply to the usual product sales at the event venue, such as food and refreshments. The Agency must give notice of the products and ideas that the performance or the performer may promote even before the conclusion of a verbal agreement. Otherwise, the Parties can trust that the purpose of the event is not to promote any product or idea.

If the notices have already been verifiably given in the context of a verbal agreement and are not specifically addressed, the promotion of the indicated products and ideas at the event is considered to be accepted.

The performer has the right to sell their artist merchandise during the event. The Promoter must allocate a sales point for this purpose.

15. Use of the performance group's equipment

Equipment brought with them to the event by the performance group may not be used by others without the performers' express prior consent.

16. Other terms

At the time of concluding the contract, the Parties have reviewed the key "rider" terms (hospitality and technical) and they shall be considered part of the contract between the Parties. If the Party substantially deviates from what has been agreed upon, it must be notified and agreed upon between the Parties without delay once the change is known. The entire content of the rider must be presented before the start of the notice period.

The Promoter and the Agency must have representatives at the place of performance who have the right to enter into agreements binding on the entities they represent in relation to the performance. The contract between the Parties may only be amended in writing.

The Promoter is aware of its obligations under the Act on the Contractor's Obligations and Liability when Work is Contracted Out and the Occupational Safety and Health Act.

17. Applicable law and place of jurisdiction

The contractual relationship between the Parties is exclusively governed by Finnish law, excluding any connecting factor rules and reference provisions that would lead to the application of another country's law.

Any disagreements should always be settled primarily through amicable negotiations between the Parties. If the said amicable negotiations do not lead to a settlement in the matter, the disputes arising out of the contract shall be settled in the district court of the Agency's domicile.

18. Signing powers

Upon request, the Promoter must attach to the contract that it has signed an extract from the Trade Register or Register of Associations indicating the persons with the authority to sign and, if necessary, further clarification of the authority to sign. If the contract has been signed by someone who does not have the appropriate authorisation, the Agency can either hold this signatory personally responsible for the obligations of the contract or, without liability for compensation, cancel the contract without complying with the time limits for termination and demand compensation for damages in accordance with section 11 of the General Terms.