



DATE UPDATED: 30 April 2026

1. Definitions

For the purposes of these General Booking Terms and Conditions, the following definitions apply:

- **Yap Agency B.V.:** a private limited liability company incorporated under the laws of the Netherlands, acting as disclosed booking agent and representative of the Artist, with its registered office at Joan Muyskenweg 30A, 1114 AN Amsterdam, The Netherlands (VAT: NL864772300B01), hereinafter referred to as “Yap Agency”.
- **Promoter:** Any natural person or legal entity that, directly or through its representatives, negotiates, engages, books or otherwise contracts, or seeks to do so, in respect of one or more Artists and/or Performances through Yap Agency.
- **Artist:** the act or entity that has appointed Yap Agency B.V. to act as its booking agent and representative in negotiating and concluding agreements with third parties for the purpose of one or more Performances.
- **Event:** any organised occasion, whether public or private, at which the Artist is engaged to provide one or more Performances.
- **Performance:** the live appearance or artistic services provided by the Artist.
- **Agreement:** the written Performance Agreement as sent by Yap Agency, including any applicable rider(s), entered into between the Artist and the Promoter, negotiated by Yap Agency acting solely as disclosed booking agent and representative on behalf of the Artist and not as a contracting party.
- **Booking Confirmation:** the moment at which (i) the Agreement has been duly executed by all relevant parties, and (ii) the agreed deposit has been received in cleared funds by Yap Agency, unless expressly agreed otherwise in writing.
- **Rider:** any technical, hospitality, security or production requirements attached to and forming an integral part of the Agreement.
- **Fee(s):** the total compensation payable by the Promoter for the Performance as set out in the Agreement, exclusive of VAT and any other applicable taxes or levies, unless expressly stated otherwise.

2. Applicability

2.1 These General Booking Terms and Conditions apply to all offers, availability checks, options, booking requests, negotiations, confirmations and communications, whether made orally, in writing, electronically or otherwise, relating to one or more Performances for which Yap Agency acts as booking agent, as well as to any resulting Agreement.

2.2 Where the parties expressly agree in writing to deviate from a specific provision of these General Booking Terms and Conditions, such deviation shall apply only to that specific provision, and all remaining provisions shall remain in full force and effect.

2.3 If any provision of these General Booking Terms and Conditions is found to be invalid or unenforceable, this shall not affect the validity of the remaining provisions, which shall continue in full force and effect.

2.4 Any general terms and conditions used or applied by the Promoter are expressly rejected and shall not apply to any Agreement or communication involving Yap Agency, unless expressly accepted by Yap Agency in writing prior to the conclusion of the relevant Agreement.

2.5 By entering into negotiations, placing a booking request or confirming an offer relating to a Performance, the Promoter shall be deemed to have accepted these General Booking Terms and Conditions.

3. Scope of Representation

3.1 Yap Agency acts exclusively as disclosed booking agent and representative, representing Artists in the negotiation and arrangement of Agreements with Promoters, venues and other contracting parties.

3.2 Yap Agency is not a performing party and does not itself provide any Performance or artistic services.

3.3 Unless expressly agreed otherwise in writing, Yap Agency is not a contracting party to any Agreement between the Artist and the Promoter. Any such Agreement is entered into directly between the Artist and the Promoter, with Yap Agency acting solely as disclosed booking agent and representative of the Artist.

3.4 In exercising any right or discretion under these General Booking Terms and Conditions relating to an Agreement, Yap Agency does so exclusively in its capacity as disclosed booking agent and representative of the Artist.

4. Formation of the Agreement

4.1 All offers, availability checks, options, negotiations and communications are strictly subject to contract and shall not constitute a binding Agreement unless and until Booking Confirmation has occurred.

4.2 Until Booking Confirmation has occurred, neither the Artist nor Yap Agency shall be under any obligation to perform or procure the Performance, and Yap Agency shall be entitled to offer the Artist to third parties without liability.

4.3 Email correspondence, deal memoranda, draft agreements and other preliminary communications shall not constitute a binding Agreement but may serve as the basis for the terms to be reflected in the final written Agreement. Any addendum, rider or additional term proposed by the Promoter after confirmation of the offer shall only form part of the Agreement if it was shared with and expressly approved by Yap Agency at or prior to the time of offer confirmation. Yap Agency shall not be bound by any additional terms or documents submitted after offer confirmation unless expressly accepted in writing.

4.4 All bookings shall be concluded exclusively through Yap Agency. The Promoter shall not directly or indirectly approach, negotiate with or seek to engage the Artist outside of Yap Agency, nor otherwise circumvent Yap Agency's role as booking agent, without Yap Agency's prior written consent. In case of breach of this Article, the Promoter shall be liable to pay to Yap Agency, as liquidated damages, an amount equal to the full agency commission that would have been payable for such engagement, without prejudice to Yap Agency's right to claim full damages. The parties acknowledge that this amount represents a genuine and reasonable pre-estimate of Yap Agency's loss in the event of circumvention.

4.5. If the Promoter acts as sub-agent or intermediary, it shall be deemed to act as principal vis-à-vis Yap Agency and the Artist and shall be fully liable for all obligations under the Agreement, including full payment of the Fee. Any commission payable to such sub-agent shall be capped at 10% of the gross artist fee, unless otherwise agreed in writing. Yap Agency has the right to collect any overpaid commission on behalf of the Artist.

5. Obligations of the Promoter

5.1 The Promoter shall, at its own expense and risk, be solely responsible for the organisation and execution of the Event, including venue arrangements, production, technical facilities, security, crowd control and compliance with all applicable laws and regulations.

5.2 The Promoter warrants that it has the legal authority, financial capacity and operational capability to perform its obligations under the Agreement.

5.3 The Promoter shall, at its own expense and risk, obtain and maintain all permits, licences, approvals and insurances required for the lawful organisation of the Event and the Performance, and shall comply with all technical and hospitality requirements as set out in the applicable rider(s).

5.4 The Promoter shall provide the Artist and crew with safe and suitable working conditions throughout the Event, including during load-in, soundcheck and load-out.

5.5 The Promoter shall not use the Artist's name, image or likeness except as expressly permitted under the Agreement or with the prior written consent of Yap Agency.

5.6 All promotional and marketing materials featuring the Artist shall be submitted to Yap Agency for written approval prior to publication or distribution.

5.7 The Promoter shall not record, broadcast, livestream or otherwise capture or exploit the Performance in any medium, whether audio, visual or audiovisual, without the prior written consent of Yap Agency and/or the Artist. This restriction shall not apply to incidental, non-commercial capture by members of the audience for personal use only, provided such capture does not constitute a broadcast or livestream.

5.8 The Promoter shall indemnify Yap Agency against any claims, losses, damages or liabilities arising out of or in connection with the organisation, promotion or execution of the Event, except where directly caused by the wilful misconduct or gross negligence of Yap Agency.

5.9 The Promoter shall be solely responsible for the withholding and remittance of any applicable withholding taxes required by law and shall provide official tax certificates. Failure to remit such taxes shall not discharge the Promoter from its obligation to pay the full Fee.

6. Fees & Payment

6.1 The fees payable by the Promoter under the Agreement shall be as agreed between the parties and set out in the Agreement. All fees are exclusive of VAT and any other applicable taxes or levies, unless expressly stated otherwise.

6.2 Unless expressly agreed otherwise in writing, the following payment schedule shall apply:

(a) fifty percent (50%) of the total agreed fee shall be payable as a deposit upon execution of the Agreement;

(b) the remaining fifty percent (50%) shall be received by Yap Agency in cleared funds no later than thirty (30) days prior to the Event.

6.3 All payments due under the Agreement shall be made to Yap Agency, which receives such payments solely as collection agent on behalf of the Artist. Payment to Yap Agency shall constitute full and valid discharge of the Promoter's payment obligations towards the Artist for the amounts paid.

6.4 All payments shall be made in cleared funds, without deduction, set-off or counterclaim and all Fees are net to the Artist unless expressly agreed otherwise in writing.

6.5 All payment deadlines are firm. The Promoter shall be in default automatically upon expiry of any payment deadline without any notice of default being required. Interest on overdue amounts shall accrue at the statutory commercial interest rate in force from time to time, calculated from the due date until the date of actual payment in full.

6.6 If any payment is not received by the due date, Yap Agency shall notify the Promoter in writing. If payment is not received within 5 business days of such notice, Yap Agency, acting on behalf of the Artist, shall be entitled to suspend or cancel the Performance without liability, and the Artist shall have no obligation to perform.

6.7 The Artist shall have no obligation to provide any promotional services, including but not limited to social media posts, appearances, endorsements or content creation in connection with the Event or Performance. Any such promotional activities must be separately agreed in writing with the Artist's management and shall not form part of this Agreement.

7. Cancellation and Termination

7.1 If the Promoter cancels the Event or terminates the Agreement, the Promoter shall remain liable as provided for in the Agreement.

7.2 In the event of a material breach by the Promoter, including but not limited to non-payment, insolvency or failure to comply with the obligations set out in Article 5, the Artist shall be entitled, through Yap Agency acting as its disclosed booking agent and representative, to suspend performance and/or terminate the Agreement in accordance with its terms.

7.3 Yap Agency shall not be liable to the Promoter for any loss, cost or damage arising from any suspension or termination effected in accordance with the Agreement.

7.4 Any notice of cancellation or termination must be made in writing. Oral cancellations shall not be valid.

8. Force Majeure

8.1 The rights and obligations of the parties in the event of force majeure or any circumstance beyond reasonable control shall be governed exclusively by the relevant provisions of the Agreement.

8.2 Yap Agency shall not incur any liability towards the Promoter arising from any force majeure event affecting the Artist, the Event or the Performance.

9. Liability

9.1 Yap Agency acts solely as the disclosed booking agent and representative of the Artist and shall not be liable for any act or omission of the Artist, the Promoter or any third party in connection with the Event or the Performance.

9.2 To the fullest extent permitted by applicable law, Yap Agency shall only be liable for direct damages resulting from its wilful misconduct or gross negligence and shall not be liable for any indirect, consequential or incidental damages, including loss of profit, loss of revenue, loss of goodwill or reputational damage.

9.3 In any event, Yap Agency's aggregate liability shall not exceed the amount of commission due and payable by Yap Agency in respect of the relevant Performance.

9.4 The Promoter shall maintain adequate insurance coverage in respect of the Event and the Performance, including public liability insurance, as further specified in the Agreement.

10. Intellectual Property

10.1 All intellectual property rights, including but not limited to copyrights, neighbouring rights, trademarks, trade names, logos and image and likeness rights relating to Yap Agency, the Artist and the Performance, shall remain the exclusive property of the relevant rights holder.

10.2 The use of Yap Agency's intellectual property by the Promoter or any affiliates shall be subject exclusively to the approval of Yap Agency. Nothing in these General Booking Terms and Conditions shall be construed as granting any licence or other rights to the Promoter and its affiliates except as expressly agreed with Yap Agency in writing.

11. Confidentiality

11.1 All negotiations, communications and the terms of any Agreement, including fees and any other commercial terms, shall be kept strictly confidential by both parties and shall not be disclosed to any third party without the prior written consent of the other party.

11.2 This obligation shall not apply to information which is or becomes publicly available other than through a breach of this Article, or to disclosures required by law or made to either party's professional advisers acting in that capacity.

12. Data Protection

12.1 Yap Agency processes personal data of Promoter representatives in accordance with applicable data protection legislation, including the General Data Protection Regulation (EU) 2016/679, and its Privacy Policy.

12.2 The Promoter warrants that it has obtained all necessary consents and complies with applicable data protection law in connection with any personal data it shares with Yap Agency.

13. Assignment

13.1 The Promoter shall not assign, transfer, novate, subcontract or otherwise dispose of any of its rights or obligations under any Agreement or under these General Booking Terms and Conditions, whether in whole or in part, without the prior written consent of Yap Agency.

13.2 Any change of control of the Promoter, whether direct or indirect, shall be deemed to constitute an assignment for the purposes of this Article.

13.3 Yap Agency may assign or transfer its rights and obligations under these General Booking Terms and Conditions to any affiliated entity or successor in the event of a merger, restructuring, sale of assets or sale of its business, without the prior written consent of the Promoter, provided that the Promoter is notified in writing without undue delay.

13.4 Any purported assignment, transfer, novation or other disposal in breach of this Article shall be null and void and shall not relieve the Promoter of its obligations.

14. Entire Agreement and No Reliance

14.1 These General Booking Terms and Conditions, together with the relevant Agreement, constitute the entire agreement between the parties in relation to the booking of the Performance and supersede any prior negotiations, representations or understandings between the parties.

14.2 The Promoter acknowledges that it has not relied on any statement, representation or assurance made by Yap Agency or the Artist that is not expressly set out in the Agreement or these General Booking Terms and Conditions.

15. Amendments

15.1 No amendment to these General Booking Terms and Conditions shall be valid unless made in writing by Yap Agency.

15.2 Any amendment to the Agreement must be agreed in writing by the relevant parties and shall not be effective unless made in accordance with the terms of the Agreement.

16. Waiver

16.1 No failure or delay by Yap Agency in exercising any right under these General Booking Terms and Conditions shall constitute a waiver of that right.

16.2 Any waiver shall only be effective if made in writing by Yap Agency.

17. Survival

17.1 The provisions of these General Booking Terms and Conditions relating to liability, indemnification, intellectual property, confidentiality, assignment and governing law shall survive the termination or expiry of any Agreement and remain in full force and effect.

18. Miscellaneous

18.1 Unless expressly agreed otherwise in writing, all Fees shall be denominated and payable in euros (EUR). Any costs of foreign exchange conversion shall be borne by the Promoter.

18.2 These General Booking Terms and Conditions and any Agreement to which they apply shall be governed by and construed in accordance with the laws of the Netherlands.

18.3 Any dispute arising out of or in connection with these General Booking Terms and Conditions or any Agreement shall be submitted to the exclusive jurisdiction of the competent courts of Amsterdam, the Netherlands.

18.4 Notwithstanding the foregoing, Yap Agency shall be entitled to bring proceedings against the Promoter in the courts of the Promoter's place of establishment or residence.
