

MUCKING AFAZING

locations for film / photography / events

GENERAL

[^] definitions parties

MUCKING AFAZING is registered with the Chamber of Commerce under number 60631236 and mediates between clients and location owners about the availability, use and compensation of a location for film and/or photography and/or events.

The client is a natural or legal person who wishes to book a location for film and/or photography and/or events through the mediation of MUCKING AFAZING.

The location owner is a natural person or legal entity who, through the mediation of MUCKING AFAZING, is prepared to make the location belonging to him/her available for film and/or photography and/or events.

[^] terms and conditions

These general terms and conditions apply to all agreements concluded between the client and the location owner by MUCKING AFAZING for mediation in the use of locations. These provisions can only be deviated from in writing and with the permission of MUCKING AFAZING. The client commits to the general terms and conditions and the code of conduct applied by the location owner.

[^] changes to terms and conditions

MUCKING AFAZING reserves the right to change these general terms and conditions in the interim. In that case, MUCKING AFAZING will make a copy of the amended general terms and conditions available, on which the amendments will take effect.

[^] method

Clients can search for locations on www.muckingafazing.nl or make a specific request. If desired, the client can visit one or more desired locations once, free of charge, to assess the quality and functionality of the location(s) on site, before booking the location definitively.

[^] mediation

MUCKING AFAZING acts as a mediator between the client and the location owner. In the context of its services, MUCKING AFAZING concludes a brokerage agreement with the client and the location owner within the meaning of Article 7:425 of the Dutch Civil Code. The client and the location owner are aware that MUCKING AFAZING mediates for both parties. The client and the location owner agree that MUCKING AFAZING 'serves two gentlemen' by performing (mediation) work for both the client and the location owner. MUCKING AFAZING reserves the right to terminate its mediation activities for the client and the location holder as soon as it is established that the client and the location holder pursue conflicting interests, which are incompatible and as a result of which 'serving two gentleman' is no longer possible.

[^] location fee

MUCKING AFAZING, in consultation with the location owner, determines a location fee (daily price) for the use of the location, based on 9 working hours and a crew + cast (and possibly guidance) of a maximum of 10 people in total. If more than 10 people are present, the daily price will be increased by €50,- per person per day. An additional price per hour will be charged for extra working hours required. This additional cost is stated on the booking confirmation.

[^] brokerage fee

MUCKING AFAZING charges a brokerage fee for its services. Both the client and the location owner are aware and agree that MUCKING AFAZING will charge both parties a brokerage fee of 20% of the agreed location fee for one-day bookings. For multi-day bookings, a brokerage fee of 10% will be charged from the second booking day. All fees mentioned are exclusive of VAT unless stated otherwise.

^ booking

A booking confirmation is drawn up for each order, with which the booking is final and in which all agreements regarding production between location owner and client are recorded. This booking confirmation is sent by MUCKING AFAZING to the client and location owner. Any option at a location that has been placed by the client must be converted into a booking at least 48 hours before the selected date and time. The location owner and client do not make additional agreements about current bookings outside of MUCKING AFAZING.

^ fair-weather booking

A fair-weather booking can be made on request, which means that the booking can be moved up to 2x free of charge within one month of the original booking date. A fair-weather booking must be made known by the client prior to the booking confirmation being made.

^ cancel

A client can cancel the booking free of charge up to 48 hours before the booked time. After that, cancellation costs will be charged. Within 48-24 hours before the booked time: 50% of the total location fee. Within 24 hours before the booked time: 100% of the total location fee. A location holder can only cancel after the agreed booking in the event of serious unforeseen circumstances. MUCKING AFAZING will then endeavor to help the client find an alternative location, but can never guarantee this. MUCKING AFAZING is only an intermediary between the client and the location owner and is never and in no way liable for any costs and damage resulting from a cancellation. In case of no-show, 100% of the total location fee will be charged to the absent party.^{^ oplevering}

Aan het einde van de productie dienen beide partijen het opleveringsdocument te ondertekenen, die is bijgevoegd bij de boekingsbevestiging van de locatiehouder, om vast te stellen dat de locatie in eenzelfde nette staat terug is opgeleverd of om eventuele schadegevallen te melden. De locatiehouder dient dit ondertekende formulier naar MUCKING AFAZING te sturen.

^ liability

MUCKING AFAZING is in no way liable for damage suffered by the client or location owner, in whatever situation, except in the case of intent or gross negligence on the part of MUCKING AFAZING. The client is liable for all direct or indirect damage to the location and movable property such as household effects resulting from his/her activities or presence at the location, or by related or hired persons of the client. When entering into a booking, the client declares to have adequate damage insurance with an insured amount of at least €2,500,000 per claim to cover any damage.

^ damage

In the event of damage, the client must immediately report this to the location owner. In addition, damage claims must be stated on the delivery document, which must be signed by the client and location owner after a production. The client then takes care of the settlement of a claim with its insurer and (the insurer of) the relevant location owner. MUCKING AFAZING is not involved in handling any claims, in accordance with the provisions of these general terms and conditions under the heading 'liability'.

^ down payment

For a booking with a principal amount of €2,000 excl. VAT or more, MUCKING AFAZING can ask the client for a 50% deposit, which must be paid prior to the booking.

^ payment

The client must have transferred all payments to MUCKING AFAZING's account within 14 days of the invoice date, unless otherwise agreed. If the client does not make the payment within the agreed term, a reminder will be sent that offers the client the opportunity to pay the amount due within 7 days. If payment is not made, MUCKING AFAZING will charge the client the statutory interest as well as costs related to making the payment valid (such as judicial/extrajudicial collection).

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SPECIFIC PROVISIONS FOR THE CLIENT

^ All wishes of a client that fall outside the regular wishes and requirements of the location owner, must be reported in advance to MUCKING AFAZING so that this can be discussed with the location owner for approval and included in the booking confirmation. This includes, for example, the supply and removal of items outside the agreed working hours, bringing animals along or any catering.

^ Smoking on location is not allowed, unless with explicit permission from the location owner.

^ The time period for a whole day is 9 hours and working hours are from 8.30am to 5.30pm or from 9.00am to 6.00pm unless otherwise agreed.

The time period for half a day is 4.5 hours and working hours are from 8.30am to 1pm or from 9am to 1.30pm or from 1pm to 5.30pm or from 1.30pm to 6pm, unless otherwise agreed.

Deviating time periods outside office hours, for example evenings, are possible in consultation. A fee is usually payable for these deviating time periods. The amount of the compensation is coordinated by MUCKING AFAZING with the location owner.

^ The location holder retains access to his/her own location at all times.

^ The client must return the location in the same (tidy) state after completion of the assignment. Clients must take into account the time it takes to leave the location and leave it clean. This time counts towards the booked part of the day!

^ The client must remove/bring its own waste such as packaging materials, etc.



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SPECIFIC PROVISIONS FOR THE LOCATION HOLDER

^ By signing this registration, the location owner confirms that he agrees to the general terms and conditions, including specific provisions for location owners, as drawn up and sent by MUCKING AFAZING and can also be found on www.muckingafazing.nl/voorwaarden.

^ In order to avoid confusion and conflicts and to be able to offer clients an exclusive offer, the location owner is only registered with MUCKING AFAZING and not with other location agencies, unless otherwise agreed.

^ Both the location owner and MUCKING AFAZING can terminate the registration at any time and with immediate effect in writing. The location will then be removed from the website within 5 working days. Bookings already made will still be handled in accordance with the booking confirmation.

^ the location owner agrees to show photos of his/her location on www.muckingafazing.nl (without further contact details) and for any other communication (e.g. social media messages). When a location owner provides photos, he/she indemnifies MUCKING AFAZING against infringement of third-party rights.

^ the location owner is responsible for communicating changes to the location in a timely manner (at least prior to the booking confirmation!). Think of renovation, new large furniture, new colors, etc. This is to keep the available location range and the accompanying photos on the website current and accurate. If changes are not communicated in time, with the result that the location no longer meets the desired quality and functionality of the client, any damage and costs resulting therefrom will be borne by the location owner.

^ MUCKING AFAZING acts only as a mediator. That is why invoices or receipts in the name of the client must be made in accordance with the booking confirmation. After receiving the invoice or signed receipt, MUCKING AFAZING will arrange for the collection of this location fee (including any VAT owed by the location owner), by sending the final statement to the client.

^ MUCKING AFAZING bills the venue owner for her brokerage fees. These mediation costs are settled with the location fee to be received from a location owner. The net result of the location fee minus the agency costs and VAT will be paid to the location owner within 3 weeks.

^ **Please note:** sec rental of immovable property (location) in the Netherlands is in principle exempt from VAT, also for film & photography assignments and therefore only 21% VAT is charged on the services = mediation costs of MUCKING AFAZING. In the case of taxed rental of locations (for example, for exhibitions, meetings and conferences), 21% VAT is charged on both the location fee and the mediation costs.

^ **Please note:** (regular) rental of a location may have tax consequences for income tax and/or VAT. If you have any questions about this, please contact the Tax Authorities.

