

PréPro | Tour & Concert Production – Terms & Conditions

Version 2.0 – October 2026

1. Applicability

1.1 These Terms apply to all offers, agreements and services provided by PréPro, including pre-production services, Tour Production Riders, on-site support (production management and technical rehearsal management), technical services and related deliverables.

1.2 Deviations are only valid if agreed in writing.

1.3 The applicability of Client's own terms is expressly rejected.

1.4 If any clause becomes void, all remaining clauses stay valid.

2. Offers & Scope

2.1 Offers are valid for 14 days unless stated otherwise.

2.2 PréPro provides only the services explicitly listed in the offer.

2.3 Additional work, hours, scope expansion, delays, or modifications requested by the Client will be invoiced separately.

2.4 PréPro may engage third-party suppliers (gear, crew, transport, staging, logistics, etc.) on behalf of the Client.

2.5 For certain services, the invoice itself may serve as confirmation of the agreement.

2.6 Scope of Services: PréPro provides pre-production services as agreed for each engagement. Unless explicitly agreed otherwise in writing, PréPro's scope does not include on-site production management, tour management or direct responsibility for the execution of the show. Responsibility for on-site implementation remains with the designated production management, tour management, organiser and other appointed parties, within their respective roles and agreed responsibilities.

3. Payments

3.1 Standard payment term: 14 days after invoice date.

3.2 A 50% deposit is required to confirm any booking.

3.3 Remaining balance is due within 14 days after the production date.

3.4 Services may be suspended if payments are overdue.

3.5 Late Payments

Late payments accrue 1.5% interest per month (or part thereof) plus all external collection, legal and administrative costs.

3.6 No Set-off or Suspension

The Client may not suspend payments or apply set-off unless explicitly agreed in writing by PréPro.

3.7 Security & Additional Advance Payments

PréPro may request further advance payments or security (such as a bank guarantee) if reasonable doubt exists regarding the Client's solvency.

Failure to provide such security gives PréPro the right to suspend or terminate the agreement.

4. Cancellation & Termination

4.1 Cancellation by the Client

- 30–14 days: 50% fee
- 14–7 days: 75% fee
- <7 days: 100% fee

4.2 Third-Party Supplier Costs

All committed third-party costs (gear, rentals, crew, transport, hospitality, hotels, flights) will always be charged in full.

4.3 Termination for Serious Default or Insolvency

PréPro may terminate the agreement immediately, without judicial intervention, if:

- A. the Client becomes insolvent or enters debt restructuring,
- B. assets are seized,
- C. the Client ceases or transfers its business,
- D. the Client fails to meet payment obligations or essential contractual duties within 7 days after written notice.

All outstanding amounts become immediately due.

5. Working Days, Overtime & Travel Days

5.1 Working Day

A standard working day is 10–12 hours, including normal breaks.

5.2 Overtime

- Overtime: €75 per hour
- After midnight: €100 per hour
- Early call before 06:00 may incur adjusted rates.

5.3 Travel Days (International)

Billed at 50% of the agreed day rate, per crew member.

No overtime applies on travel days.

5.4 Per Diems

Per diems apply for all travel, rehearsal and on-site production days for each crew member.

Unless stated otherwise, mid-tier industry standards apply.

5.5 Crew Transport

All transport for PréPro crew (FOH, MON, stage, production, hospitality, etc.) between hotel, venue, airport and all production-related locations must be arranged by the Client.

If not arranged, PréPro will arrange and invoice actual costs.

6. Travel, Accommodation & Expenses

6.1 All travel, accommodation, meals, per diems, baggage fees, visas, carnets, ground transport, taxis, production transport and logistics costs are billed at actual cost.

6.2 PréPro operates with mid-tier travel standards unless the Client explicitly requests upgrades.

6.3 Upgrades requested by the Client will be invoiced in full.

7. Third-Party Suppliers

7.1 PréPro is not liable for delays or errors by third-party suppliers unless caused by proven negligence.

7.2 Claims relating to external suppliers must be handled directly with those suppliers.

7.3 PréPro is not responsible for delays caused by airlines, customs, local crew, venues, rental houses, freight forwarders, or other external entities.

8. Delays & Unforeseen Circumstances

8.1 PréPro is not responsible for delays or issues caused by circumstances outside its control, including but not limited to weather, illness, travel disruptions, venue failures, technical defects, strikes or global restrictions.

8.2 Additional costs resulting from such circumstances will be invoiced to the Client.

9. Price Adjustments

9.1 Prices are based on cost levels known at the time of the offer.

9.2 If external costs increase (e.g., supplier rates, flights, fuel, hotels, taxes, currency fluctuations), PréPro may reasonably adjust pricing.

9.3 If total increases exceed 15%, the Client may cancel the affected part of the assignment within 5 working days after notification, while still paying for all work and costs incurred up to that moment.

10. Intellectual Property

10.1 All documents, technical designs, stage plots, pre-production files, workflows, show documents and digital materials remain the exclusive property of PréPro.

10.2 The Client receives a non-exclusive, non-transferable usage license limited to the scope of the assignment.

10.3 No rights are granted until full payment is received.

10.4 Deliverables are provided as final documents, normally in PDF format. Editable source files and templates remain the property of PréPro and are only transferred under a separately agreed buy-out.

11. Liability

11.1 PréPro is liable only for direct damage resulting from demonstrable negligence.

11.2 Maximum liability equals the invoice value of the assignment.

11.3 PréPro is not liable for indirect or consequential damage, such as loss of income, lost opportunities, reputational damage or supplier failure.

11.4 The Client is responsible for insurance of artists, personal belongings, third-party equipment and any event-related risks.

12. Confidentiality

12.1 Confidentiality

PréPro treats all Client information as confidential.

12.2 Sharing of Documents and Information

Client may not share PréPro documents with third parties without written consent.

13. Complaints & Claims

13.1 Service Complaints

Service-related complaints must be reported during the event day or within 5 working days after the production.

13.2 Invoice Complaints

Invoice complaints must be submitted within 8 days of invoice date.

13.3 Acceptance of Services and Invoices

After these periods, all services and invoices are considered accepted.

13.4 No Suspension of Payments

Complaints do not suspend payment obligations.

14. Force Majeure

14.1 Suspension of Obligations

If PréPro is unable to provide services due to circumstances beyond its control, obligations may be suspended without liability.

14.2 Costs Already Incurred

Client remains responsible for payment of all work already performed and costs incurred.

15. Client Responsibilities & Venue Requirements

15.1 The Client must ensure safe and suitable working conditions at all times, including:

- safe load-in/out access
- adequate house lighting
- safe rigging and staging
- proper power supply
- weather protection when required

15.2 PréPro may refuse to start or may halt work if conditions are unsafe.

Delays and extra costs resulting from unsafe conditions are billed to the Client.

16. Permits, Licenses & Venue Compliance

16.1 The Client is responsible for obtaining all required permits, licenses and venue approvals.

16.2 PréPro is not liable for cancellations or delays resulting from missing or invalid permits.

17. Damage Caused by Venue or Third Parties

17.1 Venue-Related Damage Responsibilities

The Client is responsible for damage caused by:

- venue infrastructure failures
- insufficient power supply
- unsafe rigging/staging
- weather exposure (rain, wind, moisture)
- actions of local crew, venue crew or security

17.2 Limitation of PréPro Liability

PréPro is not liable for damage to Client equipment, artist equipment, or third-party equipment caused by such conditions.

18. Access & Cooperation

18.1 Access Requirements

The Client must ensure timely access to all relevant areas, including FOH, MON, backstage and loading zones.

18.2 Delays Due to Insufficient Cooperation

Delays caused by insufficient access or cooperation will be billed as additional hours or overtime.

19. Failure to Provide Required Facilities

19.1 Suspension of Work

If the Client fails to provide necessary facilities (power, staging, access, safety, crew transport, etc.), PréPro may suspend work until resolved.

19.2 Additional Costs

All related delays, additional crew hours, extra nights, transport, or logistical costs will be billed to the Client.

20. Data Protection

20.1 PréPro processes personal data in line with the GDPR and its privacy statement at prepro.global/privacy.

20.2 The Client ensures it may lawfully share personal data of crew and touring party members with PréPro.

21. Governing Law

Dutch law applies.

Disputes will be handled by the Court of Amsterdam.