

Terms & Conditions for hiring material from Albersen verhuur bv, Fijnjekade 160, 2561 DS Den Haag

1. It is prohibited to re-write, copy, print, scan, adapt, arrange, information storage and retrieval, lend or hire this music rental material in whole or part without prior written consent of the Publisher.
2. This hire material is exclusively meant for concert performances as stated. Performances include rehearsals, try-outs, run-throughs for public or in private (art.12 paragraph 4 Auteurswet 1912). Recording includes a mechanical and/or electronic reproduction used for radio, television or internet broadcast, CD, DVD, CD-Rom, vinyl, video, film, or any other device known in the present or to be developed in the future (art.1 sub b Wet Naburige rechten).
3. Written permission is compulsory when making any registration using the rental material. Albersen verhuur bv has the right to refuse or to allow this permission under conditions set by Albersen verhuur bv. Cooperation of any kind of unauthorised use of the rental material is prohibited. At the first request of Albersen verhuur bv, a copy of the agreement should be provided.
4. The use of the music material should be indicated in advance on the order form. In case of grand right performances e.g. scenic (dance, mime, theatre, musical, opera) or the performance of musical stage works in whole or in a substantial part, permission in writing should be obtained from Albersen verhuur bv. Albersen verhuur bv has the right to refuse or to allow this permission under conditions set by Albersen verhuur bv.
5. Change of performance dates, number of performances and/or contact details should be reported immediately to Albersen verhuur bv. in writing.
6. A cancellation fee of 50% or a minimum of € 125,- (excl. VAT) will be levied on any material despatched.
7. Please send us 2 programme booklets of the performance(s) given. Upon request, Albersen verhuur bv shall be provided with 2 complimentary tickets at the first rank of the concert performance(s) upon early request.
8. On receipt of rental material, please check IMMEDIATELY whether all materials correspond to what is stated on the delivery note. In case of any errors or omissions notify us within 3 days after receiving the materials.
9. This agreement refers to the use of the rental material. Permission for performing rights should be cleared through BUMA or by the publisher himself in case of grand right performances.
10. The terms of conditions of the Dutch Vereniging van Muziekhandelaren en –Uitgevers in Nederland are applicable on all our agreements conditions. See www.vmn.nl.
11. The hirer will be liable for all postage costs incurred in fulfilling this order.
12. At breach, failure to comply or partly comply of the terms agreed in this contract Albersen verhuur bv has the right to invoice the double amount of the rental fee, not withstanding affect to a complete compensation of the damage.
13. Upon acceptance and use of the material, the hirer agrees to be bound by the terms and conditions herein.
14. The music material should be returned within 8 days after the last performance or recording at the hirer's risk and expenses. .
15. Any material not returned within 8 days after the final performance will incur further charges with a minimum of € 25,00 per week, excl. VAT.
16. Missing parts should be declared at Albersen verhuur bv. A charge will be made for any missing or defaced material (marking in ink, coloured pencil or obliteration of text or music) at full replacement cost.
17. Charge will be made for any missing or defaced material. This includes marking in biro, coloured pen, highlighter pen or the obliteration of text or music. For a missing part we charge a minimum of € 25,00 excl. VAT. String parts € 35,00, wind parts € 45,00 excl. VAT. Missing scores and vocal scores have different, usually higher replacement costs. Missing or defaced parts stay in the property of the Publisher.
18. Albersen verhuur bv is not liable for any consequences for the incomplete, late or non-delivery of the music materials.
19. Albersen verhuur bv is not liable for music material in bad state.
20. This agreement is based upon the Dutch law. The Dutch text only is authoritative. This English version is for information only.