

Terms and conditions

For artist bookings, events and creative and digital assignments by A House of Gems. These terms also apply as our general invoicing terms. Version of 19 October 2026.

PART A · GENERAL

1. Who we are

A House of Gems is a trade name of D-MEDICAL BV, with registered office at Turnhoutsebaan 14, 2970 Schilde, Belgium, company and VAT number BE 0894.880.923, Register of Legal Entities (RLE) Antwerp, Antwerp division. E-mail: info@ahouseofgems.com. Phone: +32 477 63 93 38. Hereinafter: "we" or "A House of Gems".

"Client" means any natural or legal person entering into an agreement with us. "Consumer" means a client acting for purposes outside its trade, business or profession. "Business client" means any other client.

2. Scope and order of precedence

These terms apply to every quote, option, order form, confirmation, agreement and invoice of A House of Gems. They consist of a general part (Part A), specific provisions for creative and digital assignments (Part B), specific provisions for bookings and events (Part C) and final provisions (Part D).

In case of conflict, the following order applies: (1) the quote, order form or confirmation accepted by both parties, (2) the artist's technical and hospitality rider, only for technical and practical arrangements and provided it was supplied before the confirmation, (3) the specific provisions of Part B or C, (4) the general part and the final provisions.

The client's general or purchasing terms do not apply unless we accept them expressly and in writing. Deviations from these terms only apply if we confirm them in writing, and only for the assignment concerned.

These terms are made available to the client before the agreement is concluded, through the quote, the order form or www.ahouseofgems.com. For consumers, they apply without prejudice to the mandatory rules that protect them.

3. Quotes, options and formation

Our quotes are valid for 30 days, unless stated otherwise. They are based on the information and briefing provided by the client; if these prove incomplete or incorrect, we may adjust the quote.

An option on a date or artist is non-binding and valid for 14 days, unless stated otherwise. If another client requests the same date, we ask the option holder to decide within 48 hours.

The agreement is concluded by written acceptance of the quote or order form (including by e-mail or electronic signature), by payment of the deposit, or when we start performing at the client's request. A date for a performance or event is only fixed after our written confirmation and receipt of the deposit.

Anyone signing the agreement on behalf of an organisation declares to be of age and authorised to do so, and remains jointly and severally liable if that authority is lacking.

4. Prices

Prices are in euros and exclusive of VAT, unless stated otherwise. For consumers we state prices including VAT.

Costs not expressly included in the quote, such as travel, accommodation, technical equipment, rental, printing, licences, stock images, music rights and third-party costs, are charged separately, with the client's prior approval.

The price in an accepted quote is fixed. Additional work and changes requested by the client are only carried out after the client agrees to the price. Our standard hourly rate is € 75 excl. VAT per hour started, unless the quote states otherwise.

5. Payment

Invoices are payable within 14 days of the invoice date, to the account and with the structured reference stated on the invoice, unless the invoice or quote states another term. For bookings, events and creative assignments, the deposits and instalments of Parts B and C apply.

Invoices to Belgian VAT-registered clients are sent electronically via the Peppol network, as required by law; other clients receive their invoice by e-mail. The client provides correct invoicing details; an invoice that must be reissued because of incorrect details does not change the due date.

Payments are allocated first to costs, then to interest and compensation, and then to the oldest outstanding principal.

A business client may not set off its payments against, or suspend them because of, any counterclaims.

6. Late payment

Business client: if payment is not made by the due date, late-payment interest is due automatically and without notice of default at the rate of the Belgian Act of 2 August 2002 on combating late payment in commercial transactions. In addition, a fixed compensation of 10% of the unpaid amount is due, with a minimum of € 50, which includes the statutory compensation of € 40. This compensation covers administrative and internal costs, without prejudice to the right to claim higher, proven collection costs.

Consumer: after a first free reminder granting a term of at least 14 calendar days, starting on the third working day after posting or the working day after sending by e-mail, the following are due: late-payment interest equal to the reference rate of the Act of 2 August 2002 plus 8 percentage points, and a fixed compensation of € 20 for an outstanding balance up to € 150, € 30 plus 10% on the part between € 150.01 and € 500, or € 65 plus 5% on the part above € 500, with a maximum of € 2,000 (Book XIX Code of Economic Law). If we fail to meet our obligations, we pay the consumer compensation under the same scheme.

We may also suspend the agreement or terminate it without court intervention if the client seriously fails to meet its obligations, if there is well-founded doubt about its solvency, or in case of the client's bankruptcy, judicial reorganisation or liquidation. Services already provided and the cancellation fee then remain due.

If payment is not made by the due date, we may, after written notice, suspend all ongoing assignments, including a scheduled performance, until payment in full. All other outstanding invoices then become immediately due. Delivered goods, print and files remain our property until full payment of principal, interest and costs (retention of title); risk passes on delivery.

7. Complaints

The client reports complaints about an invoice in writing, with reasons, within 8 days of receipt. Visible defects in a delivery of goods are reported in writing within 8 days of delivery, hidden defects within 8 days of their discovery; for the handover of a creative assignment, Article 19 applies. Complaints about a performance or event are reported in writing within 8 days of the date.

A complaint does not suspend the obligation to pay the undisputed part. If a complaint is justified, we choose, in consultation with the client, between repair, replacement or a reasonable price reduction.

Any claim by a business client against us is time-barred one year after the date of the performance or delivery.

For consumers, the periods in this article do not apply; the statutory periods and guarantees apply instead, such as the two-year statutory guarantee on goods delivered.

8. Consumers' right of withdrawal

If a consumer concludes a distance or off-premises agreement, the consumer has a 14-day right of withdrawal, unless a statutory exception applies. There is no right of withdrawal for services related to leisure activities, such as a performance or event, that take place on a specific date or within a specific period (Art. VI.53, 12° Code of Economic Law), nor for goods made to the consumer's specifications.

If the consumer expressly asks us to start a creative or digital assignment during the withdrawal period, and we confirmed that request on a durable medium, the consumer pays, upon withdrawal, an amount in proportion to what has already been provided. Withdrawal is made by an unequivocal statement to info@ahouseofgems.com.

9. Cancellation by the client

Cancellation must be in writing. It does not affect the fees set out in Part B (creative assignments) and Part C (bookings and events). These fees are fixed and take into account the blocked work and date, the assignments we turn down as a result, and the costs and fees we ourselves remain liable for.

Costs already irrevocably incurred or committed with third parties are charged in addition insofar as they exceed the fixed fee.

10. Cancellation by us

We may cancel or postpone a confirmed booking or assignment for a legitimate reason, such as a television or radio appearance, a recording, a tour, a festival or another professional engagement of the artist in Belgium or abroad, or circumstances that make proper performance impossible or irresponsible. We inform the client as soon as possible. Towards a consumer, we only use this right up to 14 days before the date, unless the artist's engagement only became known later.

We then actively help the client find a respectable replacement or propose a new date. If the client accepts neither, we refund all amounts received, including the deposit, in full within 14 days. This settles all claims: no further compensation is due, except in case of intent or gross fault on our part.

11. Force majeure

Neither party is liable for failing to perform, or performing late, as a result of force majeure. Force majeure includes, insofar as unforeseeable and unavoidable: illness, accident or death of an artist or a close relative, extreme weather endangering safety or subject to an official warning, decisions or bans by the authorities, pandemics, war, terrorism, strikes, failure of transport, energy or networks, fire, and failures of our suppliers that constitute force majeure for them.

Rain or cold as such is not force majeure: for outdoor activities the client provides a covered and safe performance area. A missing permit or the refusal of a venue is not force majeure for the client.

The party invoking force majeure informs the other party as soon as possible, and at the latest within 72 hours of becoming aware of it. We then propose an equivalent replacement or a new date. If the client refuses it for a reasonable reason, for example because the replacement differs materially from what was booked, or if no solution is found within 60 days of the original date, either party may terminate the agreement without compensation. We then refund the amounts received, less the services already provided that remain useful to the client and the costs irrevocably incurred.

12. Liability

We carry out our assignments with the care of a good professional; our obligations are obligations of means, unless a result was expressly promised.

Our liability per claim is limited to the amount invoiced for the assignment concerned. We are not liable for indirect damage, such as loss of profit, lost savings, loss of data, reputational damage or third-party claims.

These limitations do not apply in case of intent, fraud or gross fault by us or our staff, in case of bodily injury, or to the extent the law prohibits a limitation.

The client is liable for damage caused by the client, its guests, staff or subcontractors to persons, equipment or instruments of us, our artists or our suppliers.

13. Confidentiality

Each party keeps the other party's confidential information secret, such as prices, concepts, briefings, artists' contact details and business information, and uses it only to perform the agreement, without prejudice to our right to portfolio mention (Article 23). This obligation survives the end of the agreement. Proposals, concepts and designs not chosen remain confidential and may not be executed without our consent.

14. Non-solicitation

During the collaboration and for 12 months thereafter, the business client will not hire, directly or through a third party, any staff or regular freelancers of A House of Gems involved in the assignment, unless we consent in writing. In case of breach, a fixed compensation is due equal to six months of the person's last gross salary or last average monthly invoicing.

15. Personal data

We process personal data of clients and contact persons as controller, to perform the agreement, for our accounting and, respecting their rights, for our own communication. More information is available in our privacy statement on www.ahouseofgems.com.

Where, in an assignment, we process personal data on behalf of the client, for example in a website, form, e-mail platform or customer file, we act as processor, solely on the client's instructions and with appropriate security, in accordance with Article 28 GDPR. The client remains controller and is responsible for the legal basis, its privacy statement and its cookie policy. This article constitutes a data processing agreement: we process the data only on the client's written instructions, bind our staff to confidentiality, take appropriate technical and organisational measures, engage sub-processors (such as hosting and e-mail platforms) only after informing the client, who may object, assist the client with data subject requests and data breaches, delete or return the data at the end of the assignment, and provide the information needed to demonstrate compliance. On request we conclude a more detailed data processing agreement.

PART B · CREATIVE AND DIGITAL ASSIGNMENTS

16. Scope

This part applies to design, logo and brand identity, print, websites and web shops, digital packages and the set-up of online tools, photo, video, sound, copywriting, campaigns, social media, advertising and advice.

17. Deposit and payment

Unless the quote provides otherwise, we invoice 50% at the start and the balance on delivery. Longer projects are invoiced in instalments or monthly according to the services provided. Advertising media budgets are paid by the client directly to the platform, unless agreed otherwise.

18. Client cooperation

The client provides all necessary information, texts, images, logos, access and approvals in good time. Delays on the client's side shift the schedule. If the client remains in default for more than 30 days, we may suspend the work and invoice the services provided.

The client guarantees that all materials supplied are free of third-party rights or that it holds the necessary permissions, including from persons depicted, and indemnifies us against any claim in this respect. The client remains responsible for the content of its communication, the accuracy of its claims and compliance with the rules on advertising, price indication and consumer protection.

19. Corrections, proofs and delivery

The price includes two rounds of corrections per design or item, within the briefing. Extra rounds, new wishes outside the briefing or changes after approval are charged at our hourly rate, after the client has agreed.

The client checks proofs carefully for content, spelling and data. After the client's approval ("approved for print" or "approved for publication") we are no longer liable for errors in them. Slight differences in colour, paper and finishing between screen, proof and print are inherent to production and are not a defect.

A delivery is deemed accepted upon written approval, upon use (such as going live, printing or publishing) or if the client has made no reasoned comments within 14 days of delivery. After acceptance, the client can no longer rely on visible defects.

20. Websites, hosting, domains and tools

Domain names, hosting, e-mail, software, licences, plug-ins, fonts, stock images, advertising and social media accounts and other third-party services are, as far as possible, taken out in the client's name and at the client's expense. The client retains access and control. The terms of those suppliers apply to these services; we are not liable for their prices, outages, changes or loss of data.

We deliver a website that works in common recent browsers at the time of delivery. Later changes by the client or third parties, or updates to third-party platforms and services, are outside our responsibility.

Maintenance, updates, back-ups, security monitoring and support after delivery are not included unless the quote or a maintenance agreement states otherwise. Support on request is charged at our hourly rate, per hour started, plus any fixed access fee stated in the quote.

Remote assistance, where we access the client's computer or accounts, only takes place with the client's prior written consent, for the duration of the intervention. The client is responsible for backing up its own data.

21. Digital packages

For a digital package, we set up the agreed tools and provide the training and aftercare set out in the quote. There is no subscription with us: after the aftercare period, the client manages everything itself. Additional help is provided on request, at our hourly rate.

We may use digital, automated and generative tools for our assignments, always under human supervision. We only enter the client's confidential data into tools that do not use that data to train their systems, or with the client's consent. Copyright in work created with such tools applies insofar as the work is protectable; we do not guarantee that fully generated elements are exclusively protected. We follow the client's policy on this if provided to us in advance. The client remains responsible for what it publishes or sends with the tools set up, and checks generated texts and images before use.

22. Cancellation of a creative assignment

If the client terminates a creative assignment before delivery, the client pays for the services provided and costs incurred, plus a fixed compensation of 20% of the unperformed part of the price, provided that a business client owes at least the amount of the deposit in total. This compensation covers the reserved capacity and the assignments turned down for it.

For consumers, the right of withdrawal in Article 8 also applies.

23. Intellectual property

Everything we create, such as designs, logos, texts, photos, videos, music, websites, code and concepts, is, insofar as protected, protected by copyright in accordance with Book XI of the Code of Economic Law. The rights vest in A House of Gems or in the author from whom we obtained the necessary rights.

After full payment, the client receives a non-exclusive and non-transferable right of use, unless the quote states exclusivity, for the purpose, media, territory and term stated in the quote; failing that, for the original purpose, in the Benelux and for an indefinite term. For a logo and brand identity, intended for the client's business, we expressly assign the economic rights to the client after full payment (Art. XI.167, §3 Code of Economic Law); the author waives attribution when the client uses them.

An assignment of economic rights, or use outside the agreed scope, requires a separate written agreement stating the rights, the use, the territory, the term and the fee. Source files, open design files, project files, raw footage and our own methods, templates and code libraries are not included unless expressly agreed. We remain free to reuse general knowledge, techniques and non-confidential methods acquired during an assignment.

Designs, proposals and concepts not chosen or not paid for remain our property and may not be used, adapted or imitated.

The author's moral rights are respected. The client agrees that we adapt the work to other formats and media without this constituting an infringement. Changes by third parties are not made under our name.

We may mention the work and the client's name in our portfolio, on our website, social media, in pitches and competitions, except confidential strategic or financial information, unless the client asks in writing for confidentiality before the start, for a legitimate reason. We may show designs not chosen without the client's name.

We keep delivered files for up to one year after delivery; we may then delete them. The client keeps its own copy.

PART C · BOOKINGS AND EVENTS

24. Our role

We book our own artists and concepts and the artists we represent. Where we only act as intermediary between the client and a third-party artist or supplier, we state this in the confirmation; we are then not responsible for their performance, except for our own fault.

Where we contract ourselves, A House of Gems or the artist's company is responsible for the social security and tax obligations towards the artist. Where we act as intermediary, the confirmation states who the principal is and how the artist is paid; the statutory declarations are then made by the party designated by law.

25. Deposit and payment

A deposit of 50% is due on confirmation, payable within 7 days; the client pays the balance no later than 7 days before the date, unless the confirmation states otherwise. If the deposit is not paid on time, we may let the reservation lapse without compensation for either party. If the balance is not paid on time, we may suspend the performance; that suspension then counts as cancellation by the client on the day of suspension.

26. Cancellation of a booking or event

If the client cancels, the following is due on the total amount of the agreement:

- more than 90 days before the date: 25%;
- 90 to 31 days before the date: 50%;
- 30 days or less before the date, or no-show: 100%.

Postponement to another date counts as cancellation, unless we jointly fix, within 30 days, a new date within 12 months; the deposit is then transferred. For events, costs already irrevocably incurred or committed with suppliers are charged in addition insofar as they exceed the fee. The deposit paid is set off; any surplus is refunded within 14 days.

For international artists or headliners, the confirmation may set a stricter cancellation scheme.

27. Venue, rider and practical arrangements

The artist's technical and hospitality rider forms part of the agreement and is at the client's expense, unless the confirmation states otherwise. In any case the client provides:

- a safe, sturdy, level and dry stage or performance area, covered for outdoor activities, with a correct and safe power supply;
- a lockable, heated and lit private dressing room with mirror, no more than 5 minutes from the stage; if the distance is greater, the client arranges transport and reports this in advance;
- easy access for loading and unloading, and parking close to the entrance; stairs, long distances or restrictions are reported at least 14 days in advance;
- drinks and a meal for the artists and crew when present for more than 3 hours, and accommodation if the distance or time reasonably requires it;
- the necessary permits, compliance with sound limits (in Flanders VLAREM), declaration and payment of music rights (Unisono), the safety of the event and organiser's liability insurance;
- dimming or adjusting the house lights during the performance, if the artist requests this in the rider.

Set times, set-up and soundcheck are stated in the confirmation. Extra playing time is possible by agreement and is charged per half hour started. Delays not attributable to the artist do not automatically extend the playing time.

If the venue does not meet these arrangements or safety is at risk, the artist may adapt, interrupt or not start the performance. If the cause lies with the client or the audience, the full amount remains due.

28. Replacement

If an artist cannot perform due to force majeure, we propose an equivalent replacement where possible; Article 11 applies.

If the artist is offered a television appearance, a recording, a tour or another professional engagement, Article 10 applies.

An equivalent replacement with the same line-up, duration and quality does not entitle the client to terminate the agreement. Any reasonable extra costs are communicated in advance.

29. Recordings, image and name

Audio or video recordings of a performance for publication, broadcast, livestream or commercial use require our prior written consent and may involve a fee. The client ensures that its staff and suppliers respect this. Photos and short videos for the client's own social media are allowed, crediting the artist.

The client may use the artist's name, image and logo to announce the booked performance, using the materials we supply, and removes them within a reasonable period after the event. Any other use, such as in advertising, on products or in a brand campaign, requires our prior written consent.

We and the artist may use photos and short videos of the performance for our own promotion. The client informs its guests of this; on request we leave out recognisable guests.

The client arranges and pays the rights for any permitted recording or livestream, including via Unisono and the artists concerned, and on request provides us with a free copy, which we and the artist may use for promotion.

30. Direct booking

Artists and concepts we proposed to or booked for a business client are booked by that client exclusively through A House of Gems for 12 months after the last proposal or event, including for its other events or those of companies under its control. In case of breach, a fee is due equal to our usual commission on that booking, with a minimum of 20% of the artist's fee. This fee compensates the commission we lose as a result.

The client pays nothing directly to the artist and does not book a support act or additional act for the same performance without consulting us.

31. Events and suppliers

Event budgets are estimates based on the briefing. Changes in numbers, dates, venue or wishes may adjust the price; we submit these in advance. Suppliers we engage also apply their own terms, available on request.

The client takes out the insurance relating to the event, such as organiser's liability, unless we expressly include it. The client is responsible for the accessibility and safety of the venue and compliance with the venue's conditions.

PART D · FINAL PROVISIONS

32. Communication

Notices may be given by e-mail, to the addresses the parties use in the quote or confirmation. Where these terms refer to writing, this includes e-mail.

33. Miscellaneous

If a provision is invalid or unenforceable, the other provisions remain in force and the parties replace it with a valid provision that comes as close as possible to the original purpose; this does not apply to clauses that are void towards a consumer. Not exercising a right, or exercising it late, does not constitute a waiver. Provisions which by their nature survive the end of the agreement, such as confidentiality, intellectual property and direct booking, remain in force.

We may amend these terms; the amended version applies to agreements concluded after its publication.

34. Applicable law and disputes

All agreements are governed by Belgian law. In case of a dispute, we first seek a solution together. Failing that, the courts of the judicial district of Antwerp, Antwerp division, have jurisdiction. A consumer may also turn to the court designated by law and to the Consumer Mediation Service (www.consumentenombudsdienst.be).

These terms exist in Dutch, French and English. In case of a difference in interpretation, the Dutch text prevails.