General Terms and Conditions Millennyum Creative Projects

Date: 04-09-2026

1. Company identity

Company name: Millennyum Creative Projects
Trade names: Millennyum Music, Millennyum Publications, Millennyum Clothing, Millennyum Creations
Established in Nijmegen, The Netherlands
lenny@millennyum.nl
Registered under number 93207972 with the Dutch Chamber of Commerce

hereinafter referred to as: 'I' or 'me'.

2. Validity and applicable law

a. These terms and conditions apply to every offer, quotation, and agreement between the client (hereinafter referred to as 'you') and me to which these terms and conditions have been declared applicable. Any deviations from these general terms and conditions are only valid if expressly agreed upon in writing.

b. All agreements are governed exclusively by Dutch law, even if an assignment is performed wholly or partially abroad or if you have your domicile or place of business there. The applicability of the Vienna Sales Convention is excluded.

c. The Dutch text shall prevail in the interpretation of the content and scope of these terms and conditions.

d. If there is any ambiguity regarding the interpretation of one or more provisions in these terms and conditions and/or a situation arises between you and me that is not regulated in these terms and conditions, then an interpretation shall be made and/or this situation shall be assessed 'in the spirit' of the provisions in these terms and conditions.

3. Provision of information and materials

Quotations and the manner of executing an assignment are based on information provided by you. You are responsible for the timely submission of information necessary to prepare a quotation for and/or execute the assignment, as well as the accuracy, usability, and completeness thereof. If necessary for the execution of the assignment, you shall also ensure the timely delivery of required materials.

4. Quotations and invoicing

a. Pursuant to Article 25 of the Dutch ‘Wet op de omzetbelasting’, I am exempt from VAT. Therefore, I do not charge it.

b. Quotations are valid for 30 days from the quotation date.

c. Any down payments / advances must be transferred within 14 days of acceptance of the quotation. Invoices must be paid within 30 days of the invoice date.

d. If you do not pay the invoice within the stipulated period, you owe statutory interest on the outstanding amount for the period from the due date. If you also fail to pay within 14 days of receiving a payment reminder, a standard fee of €40 will be added to the outstanding amount. Any collection costs and legal fees will also be at your expense.

5. Cancellation of the agreement

The conditions for cancelling or reversing an agreement and the right of withdrawal vary by type of agreement and can be found in the relevant sections of these terms and conditions.
If you wish to cancel the agreement and this is permitted under these terms and conditions, you must notify me in writing, for example by email.

6. Liability, notice of default and disputes

a. If I am in attributable default in the fulfillment of my obligations, you must notify me of the default in writing within 3 days. If you fail to do so, any claim on your part shall lapse.

b. In the event of disputes arising from or related to an agreement, you and I will first attempt to resolve them amicably. If we are unable to reach an agreement, the dispute will be submitted to the competent court of my place of residence, unless I choose to submit the dispute to another court.

c. I can never be held liable for an amount exceeding the agreed quotation or invoice amount. Indirect damages (such as consequential damages and lost income) are also excluded.

7. Intellectual property rights

Company and trade names, brand designations, images, etc. used by me are protected and may be used by you only with permission and subject to any applicable restrictions.

8. General Terms and Conditions Millennyum Music

The provisions in this article apply only to agreements falling under the trade name Millennyum Music, such as performances and music/dance lessons.

8.1 Independence

a. Entering into an agreement does not create an employment relationship. I choose not to make use of the 'Artiestenregeling' under Art. 5a of the Dutch Wet LB and Art. 4 of the Decree of 24 December 1986 (social insurance), and therefore choose not to have wage taxes withheld and not to be insured under employee insurance schemes. This complies with Art. 3bis of the Dutch UB LB and Art. 4, paragraph 2 of the Decree of 24 December 1986. Due to this choice, the fee for the assignment may be paid out gross (as a buyout sum).

b. I organize my work independently and am also entirely independent in carrying out the work: I perform the assignment at my own discretion and without your supervision or direction. This is done on the basis of a best-efforts obligation, unless otherwise agreed or unless a result obligation arises from the nature of the work. You may, however, provide directions and instructions regarding the outcome of the assignment, and if necessary for the work, I will adhere to your working hours. In the event of collaboration with others, coordination with them will take place to the extent necessary for the execution of the assignment.

8.2 Hiring of third parties

a. I am authorized to use third parties in the execution of the assignment (for example, so that we, as a group consisting of self-employed professionals, can carry out the assignment, but you receive only one invoice afterwards).

b. All rights and claims in Article 8 of these terms and conditions also apply to any third parties engaged by me, unless stated otherwise.

8.3 Working conditions

a. You must ensure good conditions and a suitable location for the assignment. For bagpipe performances, for example, there must be sufficient space given the length of the protruding drone pipes. There must be no ambient noise, such as from public address systems or other stages, that could interfere with the performance.

b. My instruments cannot withstand moisture. If I have to perform the assignment outdoors and the weather conditions are bad (rain, snow, or similar conditions), you must provide a canopy and shelter from the wind.

8.4 Cancellation and dissolution

a. The statutory cooling-off period of 14 days does not apply, as this concerns services for which a date or period is agreed upon. If you terminate the agreement 48 hours or less before the time of execution of the assignment, I reserve the right to charge 100% of the fee (excluding travel expenses) to compensate for preparations already made and time set aside, unless the reason for termination is attributable to me. If the agreement is terminated between 2 weeks and 48 hours before the time of execution of the assignment, this amount amounts to 50% of the fee (excluding travel expenses). In the event of termination of the agreement more than 2 weeks before the time of execution of the assignment, no fee or travel expenses will be charged. If costs have been incurred by me prior to the execution date of the assignment that are specifically related to the assignment, these will be charged in all cases, unless the reason for termination is attributable to me.
   The provisions in this paragraph may be deviated from in your favor by mutual agreement.

b. If, upon arrival or during the execution of the assignment, it becomes apparent that the circumstances under which the assignment is to be performed are unsatisfactory or not in accordance with the agreement (see, inter alia, Article 8.3) and you are unable to offer a sufficient alternative, I reserve the right to cancel the assignment on the spot, without being liable for any compensation. You will then owe the full agreed amount, including travel expenses.

c. I do my utmost to protect my instruments from weather conditions. Nevertheless, it may happen that the instruments are affected by cold, heat, and/or moisture, rendering music-making impossible or only possible in a limited form. This is considered force majeure.

d. If I am unable to execute a confirmed assignment due to force majeure on my part (such as illness, an emergency, traffic conditions, following advice from official authorities in exceptional situations, weather conditions, natural disasters, an epidemic, a sudden war, or other matters beyond my control), I have the right to suspend the execution of the assignment for a reasonable period or to terminate the assignment, without being liable for any compensation.

8.5 Liability

a. You are liable for all damage to me and/or my property caused by yourself, your employees, and/or the public. You indemnify me against third-party claims regarding damage caused by me during the execution of the assignment; you shall compensate for this damage yourself or through liability insurance.

b. I am not liable for damage caused by third parties (such as fellow musicians) who carry out the assignment on my behalf.

8.6 Use of data and visual material

As the client, you have the right to use my professional details (including name and logo) and visual material (such as photos and videos) for the promotion of the booked assignment and/or the event of which this assignment is a part. These details and visual material (including material created by you during my execution of the assignment) may not be used for the promotion of other events for which I have not been booked. They may, however, be used for publicity regarding the event in general (for example, an after movie) or for similar other events of yours for which I have also been booked.

9 General terms and conditions Millennyum Publications

The provisions in this article apply only to agreements falling under the trade name Millennyum Publications, such as the sale of books.

9.1 Delivery time

If you have chosen to have the book shipped, I will send it to you as soon as possible after receiving your order and payment, unless you have chosen to pick it up yourself. Because the paperback version of the book is print on demand , the delivery time depends in part on the printer's production time.

9.2 Cancellation and returns

9.2.1 eBooks

If you are a consumer, a statutory cooling-off period of 14 days from the day of purchase of eBooks applies in principle, but this period expires after the shipment/download of an eBook. eBooks cannot be returned. If you are a business, the purchase is final; there is no cooling-off period.

9.2.2 Paperbacks

a. If you are a consumer, you may return paperbacks within 14 days of receipt, provided they are unread / unused and in mint condition. If you are a business, purchase are final.

b. Because the book is print on demand, one or more copies are printed especially for you and are generally sent directly to you from the printer. Therefore, it is no longer possible to cancel an order once I have passed the print job on to the printer. You must then wait for the book to be shipped and return the copy to me.

c. Paperbacks must be returned to my business location (in the Netherlands), not the printer's. Please ensure you obtain proof of shipment. The item to be returned may also be handed over to me in person (by appointment only).

d. Upon receipt of the returned items, I will refund the purchase price and outbound shipping costs within 14 days via the payment method you used (unless otherwise agreed). If you return only part of the order, the outbound shipping costs will not be refunded. Return shipping costs are always at your own expense.

e. If a returned paperback proves to be damaged, appears as if it has been read, or has otherwise diminished in value, I reserve the right to withhold a percentage of the amount to be refunded. This percentage is based on the severity of the diminished value.

9.3 Sale on consignment

a. When you sell my books on consignment, the books remain my property until the moment of sale. In the event of your bankruptcy, the goods do not fall under your bankruptcy estate.

b. You are responsible for damage, theft, or loss of the books as long as they have not been sold. In such a case, or if it becomes apparent at the end of the term of the agreement that unsold books have decreased in value due to damage, you must reimburse me the full agreed purchase price per affected book.

c. Unless otherwise agreed, you must notify me of the sale of a copy no later than 1 month after its sale, after which you will receive an invoice for the purchase of the sold copy, or all copies sold in the meantime.

d. Any shipping costs for returning unsold books are at your expense.

10 General Terms and Conditions Millennyum Clothing

The provisions in this article apply only to agreements falling under the trade name Millennyum Clothing, such as alterations, making custom clothing, and similar products.

10.1 Advance payment and settlements

If it is not possible to determine the exact total price of the product in advance, I can agree on a price indication with you, and the actual costs will be invoiced afterwards. It is possible to make agreements regarding the minimum and maximum deviation of the invoiced amount from the actual amount.
I may also decide to charge an advance payment to cover the estimated costs, whereby, upon completion of the assignment, the actual costs will be settled against the advance payment.

10.2 Fitting and measurement sessions

a. Fitting and measurement sessions generally take place at my business location, unless otherwise agreed. Travel expenses may be charged for sessions at other locations.

b. If you are unable to attend a scheduled fitting or measurement session, you must cancel the appointment at least 48 hours in advance. Failure to do so will result in the cost of a replacement appointment being charged.

10.3 Cancellation, returns and dissolution of the order

a. The statutory cooling-off period of 14 days does not apply because a product is custom-made for you. Therefore, it is not possible to return the product.

b. You may cancel an assignment free of charge if I have not yet started executing the assignment.

c. If you and I dissolve the assignment by mutual consent after I have started the execution of the assignment, any material costs and hours already worked by me shall be reimbursed by you. The materials purchased by me that have not yet been used / processed in the product and the product in progress shall thereafter become your property. This provision may be deviated from by mutual agreement.

d. If I am unable to execute an assignment due to force majeure on my part (for example, prolonged illness, supplier failure, or (delivery problems caused by) natural disasters, an epidemic, a sudden war, or other matters beyond my control), my obligations will be suspended for the duration of the force majeure situation. Subsequently, I will consult with you to determine what is possible given the circumstances (for example, a later delivery date). If it is not possible to execute the assignment to your satisfaction, both you and I have the right to dissolve the agreement in whole or in part, without me being liable for any compensation. In such a case, any material costs already incurred by me must be fully reimbursed by you. Any hours already worked by me will be charged at 50%. Purchased materials that have not yet been used or processed into the product will subsequently become your property. The product in progress remains my property. It is possible to deviate from this and make other arrangements in consultation.

10.4 Changes to the assignment

a. If you make changes to your product requirements after confirming the order (for example, regarding size or design), I reserve the right to refuse these or charge additional costs. I may also revise the delivery time as a result.

b. If, during the execution of the assignment, it becomes apparent that additional materials are required, you may purchase these yourself and supply them to me, or I can purchase them for you in consultation. In the latter case, these material costs will be charged in addition to the previously agreed amount. I may request an advance payment for this.

10.5 Delivery

a. If a processing/delivery period has been agreed, this is indicative and does not constitute a firm deadline. However, the final completion date will not exceed the agreed completion date by more than two weeks, unless there is a case of force majeure or a situation as described in Article 10.4, paragraph a.

b. The product is generally picked up at my business location. Shipping is possible for a fee to cover shipping costs.

10.6 Retention of title

Products made to order remain my property until the invoice is paid in full.

10.7 Warranty

a. I guarantee that my products meet the customary requirements and standards that can reasonably be expected of them at the time of delivery.

b. You are responsible for inspecting the product for defects at or shortly after receipt. If defects are found, you must notify me within 3 days of delivery. I will then arrange for repair free of charge or, if repair is not possible, replacement, although any necessary additional material costs must be reimbursed by you.

c. The extent of the warranty on a product depends on the type of garment/product. When you use and maintain the product in an appropriate manner, it must meet what you may reasonably expect from it based on the price and the type of product. Normal wear and tear, textile pilling, damage due to use, and damage caused by improper washing / washing not according to my washing instructions / washing when the garment is not supposed to be washed are not covered by the warranty.

d. The warranty is void if modifications have been made to the product by anyone other than myself.

e. If a product has been custom-made based on measurements provided by you and these measurements prove to be incorrect, I am not responsible for an incorrect fit of the product. This also applies if measurements taken by me have changed during the course of the assignment (for example, due to weight gain or loss). Any adjustments in such situations are at your expense.

f. I am not responsible for the quality of materials supplied by you that have been incorporated into the product.

10.8 Intellectual property rights

a. Designs, patterns, and products made by me may not be reproduced except with my express written permission.

b. Designs and patterns created by me may not be made available to third parties or licensed, except with my express written permission.