**Booking Terms & Conditions.**

Our standard terms and conditions for any booking are detailed below.

By making a booking you are agreeing that you have read, understand and agree to our terms.

If you do not understand any part of these terms and conditions, please consult with us or seek legal advice.

Once contracts are signed you are bound by these conditions.

Upon confirmation of a booking between YOU the 'Client' and (YOUR NAME GOES HERE)the 'Artist' (in accordance with clause 2) we will issue you with a 'Contract' ((YOUR NAME GOES HERE)Booking Form) to be signed and returned via email or post within three working days of receipt.

This confirmation, whether verified VERBALLY, ELECTRONICALLY or IN WRITING is a legally binding contract, subject to the following non-negotiable Terms and Conditions of booking. Lack of completion or signature of the 'Contract' does not terminate or invalidate the proposed agreement.

**DEFINITIONS**

The following definitions are used throughout this document:

- The 'Contract' refers to the written (YOUR NAME GOES HERE)'Booking Form’ and or 'Contract', and also these 'Terms and Conditions'.

- The 'Client' refers to the proposed booker of the (YOUR NAME GOES HERE)show

- The ‘Artist’ or ‘Act’ refers to the (YOUR NAME GOES HERE)show and any person or persons working as part of the show or the shows crew

1. **| INTRODUCTION**

**1.1 |**The booking contract is negotiated by the Artist and is made between the Artist and the Client.

**2 | BOOKING**

**2.1 |** All bookings are confirmed immediately upon confirmation of initial booking terms by both the Client and Artist whether this is done verbally, electronically or in writing. The booking is then confirmed.

**2.2 |** A Contract, signed by the Artist, will be issued to the Client via email whereby the Client will either:

 - Digitally sign and return by email, or

 - Print out two copies, sign both and send ONE copy back via post, to the address stated on the contract, within 5 working days. Keep the other copy for your records. Working days are classed as Mon – Fri excluding bank holidays.

The Artist will file the completed contracts (further copies available upon request) and will store until 6 years after the contract completion date.

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**2.3 |** The Contract may be modified / changed upon agreement from both parties in advance of the event date. If necessary a new contract will be re-issued. In this circumstance the new Contract will void the previous.

**2.4 |**The agreed total cost / Booking Fee and or amount owed may change with any alterations agreed by both the Client and Artist.

**3 | PAYMENT OF FEES**

**3.1 |** Any Booking Fee payment is due within 5 working days of the receipt of the Contract. All payment details for you to make your payment / payments will be on your contract. (Please note that your Contract is also your invoice).

**3.2 |** The Balance (remaining fee owed) is due to the Artist via the payment options as agreed in the Contract. This could be either:

- On the day of the event in the form of Cash.

- Full balance paid via BACS. Payment terms will be agreed upon at the time of booking.

- Invoice after the event if agreed at the time of booking.

Payments via BACS cannot be accepted on the day of the event.

**4 | LATE / FAILURE PAYMENT OF BOOKING FEE**

**4.1 |** If the Booking Fee is not paid within the 5 working days specified it will be deemed to terminate the Contract and the Client will then be liable to Clause 7 (Client Cancellation) and will still owe the Booking Fee.

**5 | LATE / FAILURE PAYMENT OF BALANCE**

**5.1 |** The Client must pay the Artist Fee within the specified time. If the Client fails to do so the Artist has the right to terminate the Contract without penalty. The Client would still be subject to the cancellation fee specified in Clause 7.1.1.

**5.2 |** The Artist has the right to claim interest of 5% on to the balance of any late payments.

**5.3 |** Late Payments will incur a £25 administration fee, payable by the Client to the Artist within 14 days.

**5.4 |** If full payment is not made to the Artist within 14 days the debt may be passed to a Debt Recovery Firm by the Artist, sometimes incurring vastly higher costs.

**6 | CANCELLATION**

**6.1 |** Termination of the Contract is not allowed except in the case of 'Force Majeure' (Clause 16), or unless both parties mutually agree to cancel the booking.

**6.2 |** In the event of mutual cancellation by both parties the Booking Fee will be surrendered.

Cancellations can only be accepted in writing. Cancellations by phone message, text message, social media messaging or by 3rd parties are not acceptable.

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**7 | CLIENT CANCELLATION**

**7.1 |** If the Client terminates the contract for any reason other than 'Force Majeure' (Clause 16) cancellation fees will apply. Please see Clause 7.1.1 for a full breakdown. Cancellation fees will be due to the artist within 7 working days of cancellation.

**7.1.1 |** Cancellation fee breakdown

**- More than 365 days before event:** *Nil*

**- Less than 48 hours after confirmation and 8 or more days before the event:** *Nil*

**- Less than 48 hours after confirmation within 7 days of the event:***Full Fee*

**- More than 90 days before event:** *60% of Full Fee*

**- Between 61-90 days before event:** *80% of Full Fee*

**- 60 days or less before event:** *Full Fee*

**7.1.2 |** If the Artist secures a booking for the cancelled date the value of the booking (minus the Booking Fee) can be set off against the Cancellation Fee.

**7.2 |** In the event of Client Cancellation due to 'Force Majeure' the Booking Fee will be refunded.

**8 | ARTIST CANCELLATION**

**8.1 |** The Artist has no authority to cancel the booking for any reason other than 'Force Majeure' (Clause 16) or extreme personal circumstances, where if applicable, details will be passed to the Client and Clause 8.2 will apply.

**8.1.1 |** In the event of 'Force Majeure' the Artist must notify the Client as soon as possible. The Artist will make every reasonable attempt at finding a suitable and relevant replacement Artist at a similar cost. Should this not be possible, the Artist will refund the Booking Fee and or any Balance paid.

**8.2 |** In the event of the Artist cancelling, the Artist would make every effort to find a suitable replacement Artist at a similar cost. If this is successful and the Client agrees to the replacement Artist, the initial Artist would not refund the Booking Fee already paid by the Client, but would transfer this to the new booking. The remaining balance due would be to the value of the replacement Artist's usual fee minus the deposit already paid.

**8.2.1 |** The Client has the right to reject any possible replacement Artists, but once verbally confirmed are bound to these Terms and Conditions.

**9 | COMPLAINTS**

**9.1 |**In the first instance, any complaints should be addressed by the appropriate party at the time they arise in a calm and professional manner. Most situations can be resolved by talking through the issue and reaching a compromise.

**9.2 |** In the circumstances where complaints cannot be resolved at the time, either party wishing to, may make a complaint in writing to the appropriate party within 30 days of the incident. Hopefully a sufficient outcome can be reached between the parties. Should this be unsuccessful or the matter cannot be resolved, both parties should seek legal advice.

**9.2 |** Full payment must still be made to the Artist as specified in Clause 3.2 even upon any complaint being made. Failure to do so will incur charges as stated in Clause 5.

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**10 | RESPONSIBILITIES OF THE CLIENT The Client must ensure the following clauses are investigated and confirmed.**

**10.1 |** The Venue can supply a safe power supply.

**10.2 |** The Venue can provide a safe, dry and level performance area.

**10.3 |** The Venue holds any relevant licences required for live performance such as PRS. (Note: PRS does not apply to private events such as children’s parties)

**10.4 |** The Venue does not have any inhibiting noise limiters. If the venue has a limiter please find out the decibel (dB) level it is set at and contact the Artist for more information. The Artist cannot guarantee the quality of their performance if the sound level is quieter than an un-amplified Drum Kit. The Artist is not to be held responsible for non-performance where the sound limiter is set too low for live performance of their act.

**10.5 |** Free Parking should be available to the Artist and all vehicles associated with the Artist. If no free parking is available the Client is liable to these costs. Receipts and an invoice are to be presented to the Client within 7 days, with the amount payable within a further 7 days.

**10.5.1 |** Parking must be as close to the venues performance space as possible.

**10.6 |** The Artist must be provided with a FREE REASONABLE SUPPLY of Mineral Water / Soft Drinks / Tea or Coffee for the duration of their stay at the venue.

**10.7 |** The Artist must also be provided with a hot meal or buffet for all members of their act. This is negotiable when the act is onsite for less than 4 hours.

**10.8 |** The Artist requires an adequate and secure area to change in. This space should be secure, contain the correct number of chairs and a safe source of power. This clause is negotiable, but the Artist must be notified prior to confirming. Changing in any form of bathroom or wc is NOT acceptable. However a lockable office may be.

**10.9** | Should any of the requirements, detailed above, not be available please get in touch ASAP as The Artist can make alternative arrangements.

**11 | RESPONSIBILITIES OF THE ARTIST**

**11.1 |** The Artist will ensure that they are under no obligation to another performance/booking that may hinder/interfere with this booking prior to signing the Contract.

**11.2 |** The Artist will endeavour to perform to their highest quality, in the same manner as is represented in the Artist's promotional material.

**11.3 |** The Artist will provide all relevant equipment required to perform their act to the highest standard. This equipment will be annually PAT tested, with Certificates available for inspection upon every booking.

**11.4 |** The Artist will hold Public Liability Insurance of minimum £10 million GBP cover, with Certificates available if required.

**11.5 |** The Artist shall not drink alcohol prior, during or post performance.

**11.6 |** The Artist shall dress suitably for the occasion, in agreement with the Clients requests.

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**11.7 |** The Artist will always remain courteous and polite to the Client, the Venue and their staff throughout the entire booking process.

**11.8 |** The fully-inclusive fee agreed by the Artist, that is specified in the Contract for the performance, is not subject to change other than specified in clauses 15.2 and 15.4.

**11.9 |** The Artist is fully responsible for their own accounting and legal contributions.

**11.10 |** The Artist will contact the Client in advance of the event (usually one week in advance). This will be to ensure all contracted details are correct and to finalise finer details, such as dress code, refreshments, payment, invoices, parking and any special requests.

**11.11 |** The Artist may display / hand out or make available their promotional material at the contracted event unless agreed not to do so.

**12 | WHEN BOOKED TO PERFORM FOR CHILDREN**

**12.1** | The client is responsible for the safety and comfort of the children for the whole duration of the event and during the set up / performance / pack down by the Artist and or their crew.

**12.2** | Should any person or persons approach the Artiste and or their crew with any concerns (including any action / actions taken by the Artist and or any of their crew) they will be either taken to or directed to either:

- The Booker, if available

- Or a member of staff of the business or organisation that has booked the Artist, where they can act upon any information received as detailed in their own company or organisations polices

**12.3** | Should any incidents occur, the Artist and or any crew will cooperate fully with any procedures as required by law.

**12.4** | At least TWO responsible adults over the age of 18 years, or the required staff to children ratio, whichever is the greater (NOT including the Artist and or their crew) MUST be present AT ALL TIMES. The performance will cease should the required No. of adults not be present. This is for the comfort and safety of the children, the Artist and or their crew and the client.

**13 | EXPENSES**

**13.1|** The Client is not responsible for any other Artist expenses (including but not limited to accommodation, travel, rehearsal time) unless otherwise discussed and stated in the 'Additional Contract Notes' section of the Booking Form. If any expenses are agreed the Artist will supply the Client with an invoice within 7 days of the event, with payment due a further 7 days after, unless the payments form part of the contracted Fee, or are paid separately by the Booker / Client.

**14 | ARTIST EQUIPMENT**

**14.1 |** Unless given written permission, the equipment supplied by the Artist is NOT available for use by any other person, guest or performer under any circumstance.

**14.2 |** The Client must respect that the equipment supplied by the Artist is expensive, fragile and necessary for their livelihood. The Client will be responsible for any damage of equipment caused by them or any member of their party or venue staff, and would incur the cost of repair in full.

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**14.3 |**Unless permission is given by the Artist, no-one may lift, move or carry any of the Artists equipment. While it is often thought of as being 'helpful' to the Artist carrying their equipment out, **it is not**.

Quite often, the packing down and the 'load out' or 'get out' after a performance can take just as long as the 'Load In' or 'Get In'. In rare circumstances it may take a little longer. Believe it or not, the Artist does have a system in place to ensure the quickest and safest way of doing things. Please let them work the way they know best.

**15 | CHANGES TO THE AGREED PERFORMANCE SCHEDULE**

**15.1 |** When possible any changes to the performance schedule should be discussed with the Artist and any changes agreed upon prior to the performance.

**15.2 |** If the agreed changes incur a later finish time an adequate fee must be agreed between both the Client and the Artist. This fee would be due and paid direct to the Artist on the day of the event. Any changes are still subject to these Terms and Conditions.

**15.3 |** If the event schedule overruns due to no fault of the Artist, the Artist holds the right to finish at the agreed time and is still due the full payment.

**15.4 |** If the Client makes a request for the Artist to perform longer than specified in the performance schedule, on the event date, the Artist has the right to agree a further fee to do so, payable on the day of the event direct to the Artist. They also hold the right to refuse this request, without penalty

**16 | FORCE MAJEURE**

**16.1 |** Force Majeure occurs where either party is unable to comply to the contractual obligations set out in these Terms and Conditions due to a reason out of its control. This could be an act of nature (earthquake, fire, flood, hurricane, storm or any other natural disaster), illness or death, accident, war, terrorism, epidemic, national calamity, civil commotion, order of Government or Local Authority having jurisdiction in the matter, changes in law or foreign government policy.

**16.2 |** In the circumstance of Force Majeure the affected party shall have to prove it, providing evidence that they took out any action to prevent the circumstance from happening. When proven cancellation fees as stated in Clause 6.2 will apply.

**17 | PRIZES / FREE SHOWS From time to time the Artist may arrange and perform a 'FREE' performance, either as part of a competition prize or at a charitable event. In these eventualities the following additional clauses are also in effect.**

**17.1 |** 'Free' performances do not have a cash value and therefore cannot be exchanged for anything else.

**17.2 |** All the Terms and Conditions as listed will apply with the exception of clause 8.8.1, 8.8.2 and 8.8.3.

**17.3 |** Additional Terms and Conditions to those listed here may also apply. In which case, any additional clauses and or terms and conditions will be stated in the 'Additional Contract Notes' section on the Booking Form and contract.

**18 | TERMS AND CONDITIONS**

**18.1 |** If you do not understand any part of these Terms and Conditions, please either consult the Artist, or seek legal advice. Once signed you are bound to all conditions.

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These Terms and Conditions as described above may be subject to change.

Any changes made will come into force as soon as they are amended above. However any changes made WILL NOT affect any bookings already agreed to.

These Terms and Conditions are in effect from 1st January 2020 and will remain valid until any changes are made, in which case this notice will be updated. Or, (YOUR NAME GOES HERE)ceases trading.