

## Standard Terms & Conditions

Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING will be subject to a legally binding contract carrying the following non-negotiable terms and conditions of booking. The completion of the written contract is therefore to confirm the details of this engagement, not to secure the engagement. The non-return or non-completion of the contract does not, therefore, terminate the original agreement. By signing the contract, both the 'engager' and 'leader' agree to be bound by all of its contents.

### 1. Definitions

All definitions refer to both the entertainment contract and this terms & conditions document. An agreement was made on the date shown in 'the agreement' between 'the engager' of the one part and 'the leader' of the other part, negotiated by MusicMan Events (herein referred to as the 'agent'). The 'engager' engages the 'leader' to provide the combination of musicians ('the band') outlined in 'the performance', appearing as the act named in 'the performance' to perform for the event outlined in 'the event' on the date(s) specified in 'the performance' and at the fee(s) specified in 'the fees'. The 'agent' does not employ the 'leader', nor does the 'engager' employ the 'agent'. The 'agent' acts as negotiator in all contracts and cannot be held responsible for non-fulfilment of bookings. In this respect, the 'agent' acts as an employment agency in issuing this contract.

### 2. The booking process

Both the 'engager' and the 'leader' agree that their verbal, electronic or written confirmation of this booking will confirm their acceptance of these terms and conditions. The 'agent' will send a copy of the contract to both the 'engager' and the 'leader' once the booking has been confirmed by both the 'engager' and the 'leader'. Two copies must be signed by the 'engager' and returned along with the booking fee (non-refundable) to the 'agent' immediately, to arrive no later than 7 days after issue. Two copies must also be signed by the 'leader' and returned to the 'agent' within 7 days. Upon receiving the signed contracts from both 'engager' and 'leader', the 'agent' will forward one copy each to the 'engager' and the 'leader' for their personal records.

### 3. Changes to the contract

This agreement may not be modified or cancelled except by mutual consent in writing and signed by both the 'engager' and the 'leader'. Any such modification or cancellation shall not prejudice the right to payment of the musicians engaged by the leader. Any modifications made must be agreed upon in writing by the 'agent'.

### 4. Payment of fees

The agreed booking fee outlined on the contract (non-refundable) and signed contracts are due strictly within 7 days of issue. The booking fee can be paid by cheque or BACS transfer (details outlined on the contract). The balance is payable to the 'leader' (or other person nominated by the 'leader') in cash or by building society counter cheque on the day of the event, unless otherwise agreed by the 'agent' in writing.

### 5. Expenses

All quotes by the 'agent' for performance by the 'leader' will be inclusive of travel expenses, PA system hire (if required), basic band lighting hire (if required) and interval music services (if required) unless otherwise specified. If any additional expenses will be incurred (such as taxis, food, rehearsal time, hotels, flights, parking (see section 9.3) etc) than those originally agreed then these additional expenses should be mutually agreed in writing before the date of performance, and the total fee altered accordingly. If 'the band' incurs any unavoidable expenses on the date of performance in order to meet with the criteria specified in the entertainment contract or these terms & conditions then the 'engager' agrees to reimburse all expenses to the 'leader' (or spokesperson nominated by the 'leader' if the 'leader' is not present) on the date of performance in addition to the outstanding balance. Any additional fees due will be subject to standard agency commission (20% unless otherwise agreed). The 'leader' must disclose all additional monies collected to the 'agent' as soon as possible, and forward commission due within 7 days.

### 6. Late payment of booking fees

Failure by the 'engager' to pay the booking fee within 7 days of issue of written contract may jeopardise the booking. If the fee has not been received within 7 days of issue of written contract and the 'engager' has not arranged an alternative payment schedule, the 'agent' reserves the right to re-engage the 'leader' on other engagements. The 'agent' will inform the 'engager' of this intention. The 'engager' will still be bound by cancellation clauses in section 11 of these terms and conditions.

### 7. Late payment of balance

Failure by the 'engager' to pay the 'leader' (or spokesperson nominated by the 'leader' if the 'leader' is not present) within the terms agreed on the contract will result in an automatic late payment administration fee of £25 being charged to the 'engager', payable to the 'leader' within 14 days of the date of performance. Where the outstanding balance has not been paid within 14 days, this amount may be sought via legal process or referred to a recovery company. The 'agent' is not responsible for the collection of fees due to the 'leader' unless otherwise agreed in writing prior to the event, and only then when payment by the 'client' has been made in advance of the event.

### 8. Changes on the day

Where possible, changes to the contract schedule which are unavoidable on the day of the event should be agreed between the 'engager' and the 'leader' (or spokesperson nominated by the 'leader' if the 'leader' is not present) prior to performance. Any changes made should be confirmed in writing and witnessed by a 3<sup>rd</sup> party. Any changes will be subject to these terms and conditions. If changes negotiated between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event are agreed to incur additional costs to the 'engager', these costs will be paid in full on the date of the event in addition to the outstanding balance. The 'leader' accepts full responsibility for arranging the collection of additional fees and agrees that these fees will be subject to standard agency commission (20% unless otherwise agreed). The 'leader' must disclose all additional monies collected to the 'agent' as soon as possible, and forward commission due within 7 days. The 'agent' will not be held responsible or accountable for any agreement made between the 'engager' and the 'leader' on the day of the event unless confirmed otherwise by the 'agent' in writing.

#### 8.1 Performance schedule changes

In the event of a delay in performance start time, due to the 'engager' or venue, the 'leader' may need to change the length of their performance in order to fit with the new schedule. If the total performance length (contracted performance time plus a minimum of 30 minutes for any break) would then take the finish time more than 15 minutes past the contracted finish time, then the 'leader' has the right to reduce performance time to finish at the contracted time. The 'leader' (or nominated spokesperson if the 'leader' is not present) and 'engager' should negotiate this possibility if it occurs, but the band has no obligation to perform past their contracted finish time if the venue or 'engager' caused the delay. If the finish time is mutually agreed to be later than contracted, a late finish fee will be charged (section 8.2). If, due to the late running or alterations of the event schedule, the 'leader' is not able to perform their full contracted performance time, there will be no reduction in the fee due. If through their own fault, the 'leader' is unable to fulfil part of the event schedule and the 'engager' would like to claim a reduction on the fee due to reflect the changes, this must be mutually agreed in writing between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event with a 3<sup>rd</sup> party witness present.

## The Live Music & Event Experts

### 8.2 Late finish fees

If the event runs late and the 'leader' (or nominated spokesperson if the 'leader' is not present) is asked to finish later than the agreed finish time in the booking contract, the following standard 'late finish' fee will be charged unless otherwise agreed between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event.

*10% of the total balance per 30 minutes overrun, payable by the 'engager' in cash on the day of the event*

If a late finish is mutually agreed, it is the responsibility of the 'engager' to ensure that the venue has a licence suitable for the performance of the 'leader' after the contracted finish time. The 'leader' (or nominated spokesperson if the 'leader' is not present) has the right to refuse to finish later than the contracted time without penalty.

### 8.3 Extended performance fees

If the event schedule is changed on the day and the 'leader' is requested to perform for longer than the performance time agreed in the entertainment contract (i.e. extend a 45 minute set to a 60 minute set), the following standard 'extended performance' fee will be charged unless otherwise agreed between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event.

*25% of the total balance per 30 minutes extended (or 25% of total time), payable by the 'engager' in cash on the day of the event*

The 'leader' (or nominated spokesperson if the 'leader' is not present) has the right to refuse to extend their performance times without penalty.

## 9. Entertainer requirements

### 9.1 Power

It is the responsibility of the 'engager' to ensure that a safe source of power is provided, and that all local authority regulations are adhered to. It is the responsibility of the 'engager' to provide sufficient power outlets (minimum 4 x 13 Amp sockets; 2 at either side of the staging area for non-acoustic acts) for the 'leader' and their equipment. It is the responsibility of the 'leader' to inform the 'engager' of any additional power requirements, and to provide PAT testing certificates for all equipment used.

### 9.2 Equipment

The 'leader' must ensure that all equipment provided meets the statutory health and safety requirements. The 'engager' accepts full responsibility for any damage or injury caused to the 'leader', their musicians or their equipment due to the fault of the venue or 'engager's' guests / customers. The 'leader' accepts full responsibility for any damage or injury caused to the 'engager's' venue or guests / customers due to their equipment or unprofessional behaviour. The equipment and instruments of the 'leader' are not available for use by other performers or persons except by written permission of the 'leader' (or nominated spokesperson if the 'leader' is not present). The 'leader' and all musicians used by the 'leader' hold full public liability insurance (PLI) to the value of at least £1million.

### 9.3 Parking

It is the responsibility of the 'engager' to ensure that there are sufficient parking facilities for the 'band' and all vehicles associated with their party. If no legal parking is available where the 'leader' and their musicians are to unload at the venue, or park once unloaded (within 1 mile of the venue) the 'engager' agrees to pay for any parking expenses, including parking meters, car park fees, parking tickets, wheel clamp removal, impound release fees. The 'leader' and their musicians agree to make all reasonable attempts to find legal parking spaces if possible. These expenses are agreed to be paid for by the 'engager' in cash on the day of the event, in addition to the total outstanding balance. Similarly, if the 'leader' and their musicians incur congestion charge fees (for locations operating a congestion charge), these are to be paid for by the 'engager' in cash on the day of the event.

### 9.4 Refreshments

It is the responsibility of the 'engager' to ensure that there are adequate refreshments for all members in the 'band' and their party. The MINIMUM requirements are:

- i) FREE unlimited supply of mineral water & soft drinks for the duration of the 'band's' stay at the performance venue.
- ii) Hot meal or buffet for all members of the 'band' and their party, covering at least any meals over which they are travelling, setting up or performing.

These refreshments form an integral part of this contract and must be provided by the 'engager' at their own expense. If the specified refreshments are not provided then this may be considered breach of contract.

### 9.5 Storage / changing area

It is the responsibility of the 'engager' to ensure that there is a suitable room at the venue for the 'leader' and their musicians to change in and store instrument cases and equipment during performance. This room should have chairs for the 'leader' and their entire party, have an electricity supply and be secure (lockable). A key is to be provided and held by the 'leader' (or nominated spokesperson if the 'leader' is not present). Any equipment used is likely to be very expensive and insured against theft ONLY whilst stored in a locked room. The 'engager' should discuss this matter with the 'leader' when booking. If the specified storage and changing areas are not provided then this may be considered breach of contract.

### 9.6 Venue constraints

It is the responsibility of the 'engager' to ensure that the performance venue will provide a safe performance area, and to ensure that the venue is happy to accommodate the performance of such live music, including any live music licences. Other considerations, such as noise limitations, should be mutually agreed between the 'engager' and 'agent' prior to booking. Any relevant information should be disclosed to the 'leader' prior to booking confirmation.

## 10. Early set-up

Usual set-up times for the 'leader' at an event is 90 minutes (non-acoustic acts) or 30 minutes (acoustic acts) prior to the event start time (i.e. 18:30 arrival for a function band 20:00 start, 19:30 for a string quartet 20:00 start), and this time will be used to set-up equipment, sound check (if necessary) and change into performance outfits. If the 'leader' and their musicians are required to arrive at the venue earlier than this, possibly due to venue limitations or logistical issues, an additional early set-up fee will be charged. The following fees are applicable unless otherwise stated:

*£12 per person per hour (or part hour). This fee is agreed to be payable by the 'engager' in addition to the total cost of the event.*

If the early set-up request is received after the contract has been completed and signed, there is no guarantee that the 'leader' will be able to accommodate the request. If the 'leader' is able to accommodate the request, the additional fee will be paid on the day of the event along with the balance outstanding. This fee will be subject to standard agency commission (20% unless otherwise agreed).

## 11. Cancellation

This cancellation procedure applies to verbal and electronic confirmation of bookings as well as written confirmation, and non-signature of this contract is not sufficient to cancel this agreement. Any cancellation by the 'engager' or the 'leader' must be notified in writing. Please refer to section 3 (Changes to the contract) of these terms and conditions, outlining that any changes to the contract must be mutually agreed in writing. All booking fees are non-refundable. In the event that the 'engager' wishes to cancel the booking, the 'engager' agrees to inform the 'agent' immediately. The 'agent' will attempt to re-engage the 'leader' for the date of performance, but depending on the notice period given by the 'engager' this may not be possible. The notice period given for cancellation, and hence the ability to re-engage the 'leader' for this date, will have an impact on the cancellation fee required. The cancellation fee required in order to release the 'engager' from this contract must be mutually agreed between both the 'engager' and the 'leader', negotiated by the 'agent'. If necessary, the 'leader' also agrees to pay to the 'agent' any difference between the original booking fee and the fee charged by any replacement entertainer provided by the 'agent'. Any fees owed should be paid to the 'agent' within 14 days of the date of cancellation.

## 12. Use of alternative ('dep' or 'deputy') musicians

The 'leader' will perform using the line up of musicians as advertised to the 'engager' unless the need arises to use an alternative ('dep') musician, due to unforeseen circumstances. The 'leader' will have 'dep' musicians on call to cover all eventualities, and reserves the right to use one or more of these if the need arises. There will be no reduction in the contracted fee if a 'dep' musician is used, and the use of a 'dep' musician does not constitute

**The Live Music & Event Experts**

- grounds for cancellation. A 'dep' musician may NOT be used to replace an entertainer whose individual name is used as the star attraction (*i.e.* 'The John Smith' show would not be able to 'dep' another musician for John Smith).
13. **'Force Majeure'**  
In the event of any situation arising on or before the event date which renders the agreement impossible to fulfil, which is not attributable to any act or failure to take preventive action by the 'leader' or 'engager', then the 'leader' or 'engager' may cancel the performance without penalty other than loss of any booking fee (non-refundable) already paid.
  14. **Complaints**  
In the event of a dispute or complaint from either party, the issue must be put in writing within 30 days. Third party statements should be obtained where possible to back up any claim. If the matter cannot be resolved or an agreement reached, then both parties should seek legal advice. Payment must not be withheld from the 'leader' as late payment fees may be applicable. Please refer to section 3 of these terms & conditions.
  15. **Entertainer service guarantee**
    - 15.1 The 'leader' agrees to provide a performance that is to the best of their ability and reflects fully the likeness of the 'leader's show, as known to the 'agent' and as advertised to the 'engager' via distribution of the 'leader's audio samples, promotional materials, profiles, pictures, videos, web page *etc.* The 'leader' will make every effort to ensure their performance is outstanding, adhere to the 'engager's wishes within all reasonable bounds, and be polite and courteous with the 'engager', their guests and all venue staff.
    - 15.2 The 'leader' agrees to provide all equipment necessary to undertake their performance, unless otherwise contractually agreed to be provided by the 'engager' or a third party. It is the 'leader's responsibility to ensure the good working order and safety of their own equipment, and to obtain all necessary insurance and certification.
    - 15.3 The 'leader' agrees that their fee is inclusive of ALL expenses (except those that have been itemised or accounted for separately on this contract). This will include holiday entitlements, travelling expenses to and from the venue, additional equipment hire (if necessary), VAT (if applicable), tax, N.I. *etc.*, and covers all payments due to other members of the 'leader's party.
    - 15.4 The 'leader' will refrain from excessive drinking before, during and after the performance at all times when the 'engager' or their guests are present.
    - 15.5 The 'leader' will not, under any circumstances, partake of any illegal drug on the day of the event, or whilst at the event venue, or whilst in the presence of the 'engager', their guests, venue staff or other associated suppliers or entertainers.
    - 15.6 The 'leader' will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue.
    - 15.7 The 'leader' will not display any other conduct deemed anti-social, illegal, nor reflecting badly upon themselves, the 'agent', or the 'engager'.
    - 15.8 The 'leader' agrees to adjust the volume and sound level of any equipment as the 'engager' reasonably requires.
    - 15.9 The 'leader' will not be under any contract to a third party at the time of agreeing to or signing this contract that might preclude them from fulfilling the engagement.
    - 15.10 The 'leader' (and all members of the 'leader's party) agrees not to hand out business cards or any promotional materials bearing any of their contact details (including, but not limited to, personal telephone number, web address, email address, and postal address). Any person asking for such materials should instead be referred to the 'agent'. Any other action will contravene the terms of this contract, and if any 'leader' (or any members of the 'leader's party) is found to have breached this condition then they will cease to be used by the 'agent'.
    - 15.11 The 'leader' will be suitably and tidily dressed during their performance except with the consent of the client or where the wearing of other attire is deemed to be a necessary part of their act.
    - 15.12 The 'leader' is not employed by the 'agent' and they are responsible for their own accounting and payment of tax, VAT & National Insurance contributions.
    - 15.13 The 'leader' accepts full responsibility for maintaining their own Public Liability Insurance (which must be to a minimum of £1,000,000 cover, and all musicians within the 'leader's party must be covered), their own equipment insurance, vehicle insurance and for ensuring that all their equipment is PAT tested. The 'leader' agrees that they are fully responsible for these matters and agree that the 'agent' has taken all reasonable steps to ensure they are aware of their obligations.