

## THE SPECTRUM – TERMS AND CONDITIONS - 2019

If you want clarification on any part of these 'Terms and Conditions' please call James on 07759093212 or seek legal advice prior to confirming a booking and agreeing to them. Once a booking has been confirmed with the 'client' and 'artist' VERBALLY, ELECTRONICALLY or in WRITING, both parties will be subject to a legally binding contract consisting of the 'Booking Contract' and the following non-negotiable 'Terms and Conditions'. Non-return or non-completion of the 'Booking Contract' does not terminate the agreement.

### Clause 1: Definition

The following definitions refer to the 'Booking Contract' and these 'Terms and Conditions'. The Spectrum' is the artist, and acts as negotiator between the 'client' and 'artist'.

### Clause 2: The Booking Process

Once the booking has been confirmed with the 'client' and 'artist', the 'artist' issues the 'client' a 'Booking Contract' for signature. This should be checked, signed and returned to the 'artist' within 7 days.

The 'Booking Contract' may be modified with agreement from all parties concerned. Where necessary the 'Booking Contract' may be reissued.

The contract and booking will be null and void if not returned within 10 days. If a deposit has been paid without a contract being returned within the 10 days this deposit is non-refundable and any verbal/electronic booking can be cancelled by the 'artist'.

### Clause 3: Payment of Booking Fees

The Artists fee will be paid in cash on the day of the performance to James once the band has setup and sound checked.

Alternatively, the 'client' can pay the balance of the booking fees to the 'artist' 2 weeks prior to the event via electronic payment or in person.

If a payment due to the 'artist' has not been received in the specified time, the 'artist' may terminate the 'Booking Contract' without penalty. Additionally, the 'client' remains liable for cancellation fees as outlined in 'Clause 8: Cancellations'.

However, the Terms & Conditions 'client' will still be accountable to 'Clause 8: Cancellations' and also remain liable for the booking deposit.

### Clause 4: Expenses

Where the 'client' has agreed to cover additional expenses (i.e. accommodation) they must be repaid to the 'artist' within 28 days of the event. This is provided receipts and invoices have been forwarded to the 'client' by the 'artist' in reasonable time. All car park fees will be paid by the client for the duration of the booking. Where these can be booked in advance the artist will agree with client via email. Accommodation fees will only apply on events that have a journey time of over 3 hours and will always be agreed by both parties.

### Clause 5: Client Responsibilities

The 'client' must ensure that the performance venue is able to provide a safe source of power, a safe performance area, and that they can accommodate the performance of the 'artist' by possessing appropriate licenses and no inhibiting noise limiters. If non-performance or a below par performance results due to venue restrictions, the 'client' will still be liable for the total fees.

Any outdoor functions must include a fully covered performance area with a suitable floor covering. Setting up on grass is not acceptable and is dangerous to the artist and the equipment.

Any venues that have an auto power off system at midnight will require the band and DJ to finish the performance ten minutes prior to this to allow safely powering down the equipment.

**The 'client' should ensure these requirements are investigated prior to the confirmation of any booking and any relevant information disclosed to the 'artist'.**

Furthermore, it is also the responsibility of the 'client' to ensure that the 'artist' is provided with free parking facilities at the performance venue for all vehicles associated with their act.

Should no free parking be available the 'client' is liable for any parking charges incurred.

It is also the 'clients' duty to ensure that the 'artist' is provided with adequate refreshments

throughout their stay at the performance venue. The minimum that must be made available is a free unlimited supply of mineral water and soft drinks and a hot meal or buffet for all members of the act and their sound engineers. Whilst the hot meal or buffet is negotiable for events of 3 hours duration or less, mineral water and soft drinks should always be provided. The 'client' must also ensure that there is an adequate area for the 'artist' to change in and store equipment and / or instrument cases. NB- A toilet is not a suitable area for changing. Please make the client aware if no changing facilities are available.

Unless given express permission, 'artist' equipment and instruments are not available for use by any other person. If any guests present are seen to be using 'artist' equipment whilst the stage area is unattended the 'client' must request this action is **immediately stopped**. Any damage caused to equipment that ultimately means we cannot continue will lead to the full balance being paid.

If an 'artist' is subjected to aggressive or abusive behaviour and the 'client' does not remove the perpetrator the 'artist' shall be allowed to terminate their performance without penalty. The 'client' will still be liable for the total fees.

The required elements within 'Clause 5: Client Responsibilities' must be provided by the 'client' at their own expense and if not supplied may be considered a breach of contract. Provisions outlined in 'Clause 5: Client Responsibilities' are negotiable between the 'client' and 'artist' but any modifications should be written into the 'Booking Contract' specifically.

#### **Clause 6: Artist Responsibilities**

The 'artist' will perform for the 'client' to their highest standard and in the manner in which they have represented themselves to the 'client' via promotional material.

Unless specifically outlined in the 'Booking Contract', the 'artist' should provide the relevant equipment in order to carry out the performance. The 'artist' is responsible for the good working order and safety of their own equipment. This should be reflected by acts using electrical equipment having it PAT tested annually. In addition, the 'artist' should undertake Public Liability Insurance (to a minimum of £1,000,000 cover). The 'artist' is fully responsible for these matters.

The fee outlined in the 'Booking Contract' by the 'artist' is fully inclusive and not subject to change. Unless a considerable change is made by the 'client'. (Earlier setup time or later finish).

The 'artist' shall not drink alcohol excessively before, during or after their performance. In addition, the 'artist' will not use illegal drugs on the day of the event or at the venue itself in any capacity. The 'artist' should be aptly attired for their performance in line with agreements made with the 'client' prior to the event, and they should remain courteous with the 'client', guests and employees of the venue. The 'artist' will not act in any manner that is deemed damaging to the reputation of themselves, or the 'client'.

The 'artist' must contact the 'client' at least two weeks before the event in accordance with the time- frame detailed in the 'Booking Contract'. This contact should be used to re-confirm the details in the 'Booking Contract' and finalise details such as parking, dress code, refreshments, payment and invoice matters.

It is the responsibility of the 'artist' to ensure that upon signing the 'Booking Contract' they are under no obligation to another party in a manner that may interfere with this booking.

#### **Clause 7: Complaints**

In the event of a dispute or complaint from either party, the issue must be put in writing and forwarded to the 'artist' within 28 days. The 'artist' will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved, or an agreement reached, then the 'client' and 'artist' should seek legal advice.

Complaints arising from arrangements made between the 'client' and the 'artist' should be settled between the 'client' and the 'artist' exclusively.

#### **Clause 8: Cancellations**

Cancellation by either party is not allowed except where 'Clause 11: Force Majeure' applies or where the 'client' and 'artist' mutually agree to cancel the booking (evidence must be provided in writing by both parties).

Where an 'artist' cancels, the 'artist' will inform the 'client' and begin the process of sourcing a

suitable alternative if required. This work is undertaken at no additional cost to the 'client'. Where time does not allow (for example, on the day of the event itself) and the 'client' is not prepared to accept the substitute 'artist' they must not allow the performance, or the full booking fee must be paid to the 'artist'.

Additionally, the 'artist' must also reimburse the 'client' for cost differences between the fee for their performance and any substitute 'artist' arranged by the 'agent'.

**\*IMPORTANT\***

**Where the 'client' has cancelled the booking for reasons other than those outlined in 'Clause 11: Force Majeure' cancellation fees shall apply and are based on the following:**

**- Where cancellation is made within 48 hours of confirmation no cancellation fee is due unless the event date is within the following 7 days, in which case the full booking fee will be due. - Where cancellation is made after 48 hours of confirmation but 90 days or more from the event 50% of the total remaining booking fee is due to the 'artist'. - Where cancellation occurs within 90 days and up to 61 days of the event 75% of the total remaining booking fee will be due to the 'artist'. - Where cancellation occurs within 60 days of the event, 100% of the total remaining booking fee will be due. All 'client' cancellation fees must be paid directly to the 'artist' within 14 days.**

**Where cancellation fees are not paid within 14 days the 'artist' may take legal action or the 'artist' may refer the amount to the debt recovery company 'Daniels Silverman'. If referred, the outstanding balance will be subject to the recovery company's charges of 15% plus VAT on the total amount due. These charges together with all other charges and legal fees will be the responsibility of the defaulting party and will be legally enforceable.**

**Clause 9: Performance Schedule Changes**

**The artist arrival and setup time will be agreed in the pre-event communication. Where any event overruns and is out of the control of the artists the events times will be agreed with the client or venue event manager.**

**The artist will still need an hour to setup and soundcheck to achieve a performance. Abusive staff will not be tolerated and this may extend the setup time of the artist.**

Where it is not possible to amend the contract prior to the event (E.g. on the day itself), changes should be agreed between the 'artist' and the 'client'.

The contract will state a **minimum performance time of 2 x 45 minutes**. If timings allow the band can offer a mixture of timings to allow a total of 120 minutes to be performed.

If an 'artist' has been asked and agrees to perform later than the agreed finish time specified in the 'Booking Contract' a satisfactory additional surcharge should be agreed between both parties. The extra payment agreed should be paid to the 'artist' on the day of the event.

If the timings of the event are overrunning due to no fault of the 'artist', the 'artist' is under no obligation to finish later than the time specified in the 'Booking Contract' and is still due full payment.

If an 'artist' has been asked and agrees to perform for longer than the time outlined in the 'Booking Contract' a satisfactory additional surcharge should be agreed between both parties. The extra payment agreed should be paid to the 'artist' on the day of the event. However, the 'artist' is under no obligation to extend their performance should they not wish to.

**Clause 10: Use of Alternative or ('Deputy' or 'Dep') Performers**

Wherever possible the 'artist' should utilise the line-up as represented to the 'client', unless the need arises to substitute a performer due to unforeseen circumstances. The 'artist' will have 'Dep' performers 'on-call' to cover all eventualities and reserves the right to use one or more of these should the need arise. The 'artist' agrees that any 'Dep' performers utilised will have equivalent ability and represent the 'artist' to the customary manner in which the 'artist' has portrayed themselves to the 'client'.

If a suitable 'Dep' performer is available, the 'artist' will utilise them rather than cancel the booking. A reduction in fee for the use of a 'Dep' performer is not applicable and neither does it constitute grounds for cancellation unless the 'artist' being replaced is of significant

celebrity.

On occasion, band line-ups may be subject to change and this may occur without notice.

**Clause 11: Media usage.**

The Artist will at times take video footage at events. Whilst any media is subject to the usual copyright rules this footage could be used for promotional purposes online or in print. We value our client's privacy and will not use or take any footage if you tick the box below.

I do **not** wish for any footage to be filmed or used for promotional reasons at my event (please tick) –

**Clause 12: Force Majeure**

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law.

Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven then the cancellation fees outlined in 'Clause 8: Cancellations' shall be unenforceable.

The Spectrum Contract