

# THE WAYS

## Terms and Conditions of Booking

From: The WAYS Music Limited (The Artist)

Email: Enquiries@TheWaysMusic.com

Telephone: 07904057884

Address: 63 Theydon Park Road, Theydon Bois, Essex, CM16 7LR

Company Number: 12423622

To: The Client

### Artist Details

Artist Arrival Time : 17:00 or later

Artist Setup and soundcheck Time : 60-90 minutes

Artist Change Time : 15 minutes to get changed

Artist Start Time : TBC

Artist Finish Time : 24:00

Performance Area Required : 3m x 4m (Shape a little flexible)

Performance Plan : 2x45 minute or 2x60 minute sets.

Extra notes : Band happy to learn first dance (if requested by Client).

Artist's standard Spotify Playlist before, between and after sets until curfew (if requested by Client).

### 1. Payment of Booking Fees

1.1 The Deposit of 40% payment is due within 5 working days of the issue of the Invoice. It is to be paid to the Artist via B.A.C.S. to the account detailed on the invoice.

2.2 The Balance (remaining fee owed) is due to The Artist via B.A.C.S. 7 days prior.

### 2. Late/Failure Payment of Deposit

2.1 If the Deposit balance is not paid within the 5 working days specified it will be deemed to terminate the Contract and the date will be released.

### 3. Late/Failure Payment of Balance

3.1 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 5.1.

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

### 4. Cancellation

4.1 Termination of the Contract is not allowed by either the Client or Artist, except in the case of 'Force Majeure' (Clause 12), or unless both parties mutually agree to cancel the booking. Written evidence will be required from both the Client and Artist.

4.2 In the event of mutual cancellation the Clients deposit will be returned.

## 5. Client Cancellation

5.1 If the Client terminates the contract for any reason other than 'Force Majeure' (Clause 12) cancellation fees will apply. Please see Clause 5.2 for a full breakdown. Cancellation fees will be due to the artist within 7 working days of cancellation.

5.2 *In the unlikely event of cancellation by the client, the following % of total payment will be due:*

Cancellation Timescale	Cancellation Fee
More than six weeks before event:	Non-refundable deposit
Up to six weeks prior to event:	50%
Up to four weeks prior to event:	75%
Less than four weeks before event:	100%

5.3 In the event of Client Cancellation due to 'Force Majeure' the booking deposit will be refunded.

## 6. Artist Cancellation

6.1 The Artist has no authority to cancel the booking for any reason other than 'Force Majeure' (Clause 12).

6.2 In the unlikely event of cancellation by the band the total amount already paid will be refunded.

## 7. Responsibilities of the Client

The Client must ensure the following Clauses are investigated and confirmed, prior to confirming the booking. Any costs incurred are to be paid by the Client. Any alterations to these responsibilities are to be discussed with the Artist

1. The Venue/Client can supply a safe power supply.
2. The Venue/Client can provide a safe, dry and level performance area.
3. The Venue/Client holds any relevant licences required for live performance.
4. The Venue/Client 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 its 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.
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.
6. The Artist must be provided with a free reasonable supply of Mineral Water and Soft Drinks for the duration of their stay at the venue.

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.
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.

## **8. Responsibilities of the Artist**

The Artist is fully responsible for all Clause 8 matters.

- 8.1. The Artist must ensure that they are under no obligation to another performance/booking that may hinder/interfere with this booking prior to signing the Contract.
- 8.2. The Artist will endeavour to perform to the upmost highest quality, in the same manner as is represented by the Artist's promotional material.
- 8.3. The Artist must provide all relevant equipment required to perform their act to the highest standard. This equipment must be annually PAT tested, with Certificates available for inspection upon every booking.
- 8.4. The Artist must hold Public Liability Insurance of minimum £ 1,000,000 cover, with Certificates available for inspection upon every booking.
- 8.5. The Artist will contact the Client in advance of the event. This will be to ensure all contracted details are correct and to finalise finer details which may include by not limited to such as dress code, refreshments, payment, invoices, expenses, travel, accommodation, parking, performance requests and timings.

## **9. Artist Equipment**

- 9.1 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.
- 9.2 The Client must respect that the equipment supplied by the Artist is expensive, fragile and necessary for their livelihood. The Client would be responsible for any damage of equipment caused by any member of their party and would incur the cost of repair in full.

## **10. Changes to the agreed performance schedule**

- 10.1. When possible any changes to the performance schedule should be discussed with the Artist prior to their performance.
- 10.2. If agreed changes incur an earlier start time an adequate fee should be agreed between both parties this fee would be due and paid direct to the Artist before the day of the event. Any changes are still subject to these Terms and Conditions.
- 10.3. If agreed changes incur a later finish time an adequate fee should be agreed between both parties. This fee would be due and paid direct to the Artist before the day of the event. Any changes are still subject to these Terms and Conditions.
- 10.4. If the event schedule over-runs due to no fault of the Artist, the Artist holds the right to finish at the agreed curfew and is still due the full payment.

10.5. 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. They also hold the right to refuse this request, without penalty.

## **11. The use of Dep, Deputy or Alternative Performers**

11.1. The Artist should make use of their standard line-up as represented in all promotional material, unless the need arises to use an alternative performer due to unforeseen circumstances. In this instance the Artist will have suitable Dep, Deputy or Alternative Performers available to cover all parties within the act. These performers should have equal ability and competence and represent the Artist in the same style as displayed in all promotional material. The Artist holds the right to use one or more Alternative Performers without notifying the Client.

11.2. All Artist line-ups are subject to change without prior notice.

## **12. Force Majeure**

12.1 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.

## **13. Terms and Conditions**

1. If you do not understand any part of these Terms and Conditions, please consult the Artist, or seek legal advice. Upon payment of the deposit the Client is committing to have understood and accepted all conditions.