

POP

terms and conditions

Once a booking has been confirmed VERBALLY, ELECTRONICALLY or in WRITING, the details will be subject to a legally binding contract consisting of the 'Booking Contract' and the following 'Terms and Conditions'. Therefore, the completion of the 'Booking Contract' confirms the details of the booking and does not in itself secure the engagement as this has already occurred. Consequently, non-return or non-completion of the 'Booking Contract' does not terminate the agreement.

Clause 1: Definition

The following definitions refer to the attached 'Booking Contract' and these 'Terms and Conditions'. Warble Entertainment, is the 'agent', and acts as negotiator between the 'client' and 'artist'. Therefore, the 'agent' acts as an employment agency and is not a party to the resulting 'Booking Contract' itself. Therefore, the 'agent' does not accept responsibility for non-fulfillment or breach of any such contract.

Clause 2: The Booking Process

Once the booking has been confirmed with the 'client' and 'artist', the 'agent' issues the 'client' a 'Booking Contract' for signature. This should be checked, signed and returned to the 'agent' within 7 days. Similarly, the 'artist' shall then also be issued a 'Booking Contract' for signature and return within 7 days. Upon receipt, both copies shall be filed by the 'agent'.

The 'Booking Contract' may be modified by agreement from all parties concerned (in particular the 'client' and 'artist'). However, all alterations should be notified to the 'agent' who will continue to act as negotiator in advance of the event. Where necessary the 'Booking Contract' may be reissued.

Clause 3: Payment of Booking Fees

The booking deposit (non-refundable) and 'Booking Contract' for signature are due within 7 days of issue and unless specified otherwise in the 'Booking Contract', the remaining balance should be paid to the 'artist' on the day of the event preferably in cash, but also by cheque (at the discretion of the 'artist').

If the 'artist' is not happy to accept a cheque on the day of the event itself the client must pay the balance of the booking fees to the 'agent' 2 weeks prior to the event. The 'agent' will then release the payment to the 'artist' on the first working day after the event (providing an invoice has been received from the 'artist').

If a payment due to the 'artist' has not been received in the specified 2 weeks prior to the event, the 'artist' may terminate the 'Booking Contract' without penalty. Additionally, the 'client' remains liable for cancellation fees as outlined in 'Clause 8: Cancellations' of these 'Terms and Conditions'.

If the booking deposit has not been received within the allotted time (7 days) this may be perceived as a breach of contract and free the 'artist' from contractual ties. However, the 'client' will still be accountable to 'Clause 8: Cancellations'. Failure to pay the 'artist' the remaining balance within the terms agreed in the 'Booking Contract' will automatically result in a late payment administration fee of £25 being charged to the

'client'. This payment will be added to the outstanding balance and should be paid to the 'artist' within 7 days. For every 7 days thereafter, and to a maximum of 14 days, a further £25 shall be added to the outstanding amount. Please note, when a cheque paid to the 'artist' on the day of the event does not clear (i.e. it 'bounces'), these charges shall also become applicable and payable by the 'client', plus, any costs incurred by the 'artists' bank for handling and administration.

Where the outstanding balance has not been paid within 14 days, the amount may be sought via legal processes or referred to a debt recovery agency by the 'artist'. Unless previously agreed, the 'agent' is not responsible for the collection of booking fees due to the 'artist'.

Clause 4: Expenses

If the 'client' has agreed to cover additional costs, such as accommodation (these costs would be specifically outlined in the 'Booking Contract'), they must be paid 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.

Clause 5: Client Responsibilities

The 'client' must ensure that the performance venue is able to provide a safe source of power (for non-acoustic acts), 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 results due to venue restrictions, the 'client' will still be liable for cancellation fees as outlined in 'Clause 8: Cancellations'.

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

Furthermore, it is also the responsibility of the 'client' to ensure that the 'artist' is provided with sufficient parking facilities at the performance venue for all vehicles associated with their act. If no legal parking is available at the venue, rendering the 'artist' incapable of unloading, or after unloading the 'artist' is unable to secure legal parking within a ½ mile radius of the venue, the 'client' agrees to pay for any parking expenses thereby incurred. However, the 'artist' must make all reasonable attempts to find legal parking if possible. Any charges should be paid by the 'client' to the 'artist' on the day of the event, in addition to the outstanding balance.

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 party. 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. The area should preferably be lockable and include chairs for the entire party and a safe source of power.

Unless given express permission, 'artist' equipment and instruments are not available for use by any other person.

If an 'artist' is subjected to aggressive or abusive behavior 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 cancellation fees as outlined in 'Clause 8: Cancellations' of these Terms and Conditions.

Provisions outlined in this section ('Clause 5: Client Responsibilities') are negotiable between the 'client' and 'artist' via the 'agent', but any modifications should be written into the 'Booking Contract' specifically.

The provisions contained within this clause ('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.

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 'agent' 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 utilising electrical equipment having it P.A.T. 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' and provided to the 'agent' by the 'artist' is fully inclusive and not subject to change. In addition, the 'artist' is not employed by the 'agent' and is therefore responsible for their own accounting and legal contributions.

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, the 'agent', or the 'client'.

The 'artist' must contact the 'client' directly before the event in accordance with the time-frame detailed in the 'Booking Contract'. This contact should be used to confirm the details in the 'Booking Contract' and finalise any minor details (such as parking, payment or 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

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forwarded to the 'agent' within 28 days. The 'agent' 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. The 'agent' is not responsible for the 'client' or 'artist' and their failures but will attempt to settle all disputes swiftly and satisfactorily.

Complaints arising from arrangements made between the 'client' and the 'artist' but without consultation of the 'agent' 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 (this must be provided in writing by both parties to the 'agent'). In either event forfeiture of the booking deposit will result.

Both parties agree that in the event of a cancellation the 'agent' must be informed immediately.

Where an 'artist' cancels, the 'agent' will inform the 'client' without delay and begin the process of sourcing a suitable alternative. This work is undertaken at no additional cost to the 'client'. Whilst rare, on occasion an alternate act may not be available. In this instance the 'agent' will refund all payments made by the 'client'. Where time allows and the 'client' has agreed on an alternate act, the 'Booking Contract' shall be re-issued to reflect this. 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 performance, or the full booking fee must be paid to the 'artist'.

If the 'artist' has cancelled for reasons not encompassed in 'Clause 11: Force Majeure', the 'client' may pursue legal action. In this instance, the 'artist' must also pay the 'agent' the equivalent of the 'clients' booking deposit within 7 days. 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'. Where the substitute 'artist' fee is the same as the original 'artist' fee no booking deposit will be refunded and no fee charged by the 'agent' to the 'artist'.

Where the 'client' has cancelled the booking, the 'agent' agrees to inform the 'artist' without delay. If the 'client' has cancelled 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 applicable.
- Where cancellation is made after 48 hours of confirmation but 90 days or more from the event 50% of the booking fee is applicable. However, should the event be over 12 months away, cancellation shall only incur the loss of the booking deposit and no fees will be due to the 'artist' as 12 months is deemed a suitable amount of time to find an alternate booking.
- Where cancellation occurs within 90 days and up to 61 days of the event 75% of the booking fee will be applicable.
- Where cancellation occurs within 60 days of the event, 100% of the booking fee will be applicable.

All 'client' cancellation fees must be paid to the 'agent' within 14 days.

Any outstanding payment owed to the 'agent' will be referred to the recovery company 'Daniels Silverman' and will be subject to a surcharge (15% plus VAT) to cover any collection costs incurred. This surcharge together with all other charges and legal fees will be the responsibility of the defaulting party and will be legally enforceable. In addition, at the request of the 'artist' the 'agent' may refer any outstanding cancellation charges to the recovery company on their behalf also.

Clause 9: Performance Schedule Changes

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

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. Ideally, an independent third party should witness the discussion and the amount agreed upon. 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' (i.e. extend a 45 minute performance to 60 minutes), a satisfactory additional surcharge should be agreed between both parties. Ideally, an independent third party should witness the discussion and the amount agreed upon. 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 ('Deputy' or 'Dep') Performers

Wherever possible the 'artist' should utilise the line-up as represented to the 'agent' and '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 'agent' and '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.

Clause 11: 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.

Clause 12: Miscellaneous Provisions

For a period of 6 months from the date of the event the 'client' must negotiate any additional bookings of the 'artist' with the 'agent'.

The 'artist' is prohibited from providing personal contact details to the 'client' or anybody else involved in any capacity with the event and they should instead refer any potential 'client' to the 'agent' using the business cards (on the day of the event itself) or contact details as known to the 'artist'. Where this does not occur, and the 'artist' attempts to exclude the 'agent', they shall be removed from the 'agents' roster and remain liable for commission against any successful future bookings.

The 'agency' will advertise the 'artist' on the website and any affiliate website, or, by any other means deemed suitable, for no fee whatsoever in order to secure as much work as possible. However, if the 'artist' requests to leave the agency within 12 months for any reason other than dissolution of the act / band, a £50 administration fee will be due to the 'agency' within 7 working days.