

## TERMS AND CONDITIONS

### 1 PARTIES

The parties to the Agreement are the person or persons named overleaf as 'the Employer' and, 'the Entertainer'

### 2 DEFINITIONS AND INTERPRETATION

#### 2.1 in this Agreement:

2.1:1 'Engagement' means the proposed performance of the Entertainer, particulars of which appear overleaf

2.1:2 'the Agency' means Central England Music Agency of the given address as stated on the reverse of these terms and conditions.

2.2 Where either party consists of two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

2.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa

2.4 The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation

### 3 ENGAGEMENT

3.1 The Employer engages the Entertainer and the Entertainer agrees to provide its performing services particulars of which appear overleaf on the terms of this Agreement

3.2 The Entertainer shall appear and perform at the Venue on the Date of the Event and shall perform during the Performance Times

3.3 In the event that the Entertainer is unable to perform on the Engagement Date due to ill health or non-availability of the Entertainer or one or more of its members through circumstances beyond his or their control then the Entertainer agrees to notify the Employer at the earliest opportunity. In such an event the Entertainer will use reasonable endeavours to provide through the Agency an alternative substitute entertainer to perform the Engagement but if no such alternative can be provided the Employer will be entitled to a full refund of all monies paid under this Agreement.

### 4 PAYMENTS

The Employer shall pay:

4.1 the Deposit to the Agency as agents for and on behalf of the Entertainer upon confirmation of booking (either written or verbally); and

4.2 the balance of the Performance Fee to the Entertainer not later than 7 days prior to the Date of the Engagement when paying by cheque, or cash on the night. Requests from Employers to make payments by invoice must be stated on the original contract.

### 5 THE EMPLOYER'S UNDERTAKINGS

The Employer hereby warrants, undertakes and agrees with the Entertainer that:

5.1 the Venue accepts outside entertainers and shall be reasonably suitable for and have all reasonably required facilities and any necessary licences for the safe performance by the Entertainer of the Engagement;

5.2 it shall be the responsibility of the Employer to ensure that there shall be made available to the Entertainer at the Venue:

5.2:1 suitable rehearsal facilities at such times and dates as may be agreed

5.2:2 suitable dressing room facilities

5.2:3 suitable food and beverage refreshments for any Engagement of a duration in excess of 3 hours

5.2:4 any additional personnel required for the Entertainer's performance (for example so called backing musicians) shall be suitable for such purpose and shall rehearse with the Entertainer at such times and dates as may be agreed;

5.3 the Employer shall be responsible for any payments due to the Performing Right Society arising from this Agreement;

5.4 neither the Employer nor anyone under his control shall have the right to record, video, film or photograph by any manner or means ('recording') the whole or any part of the appearance of the Entertainer at the Venue or any rehearsal, provided that such restriction shall not apply to amateur recording incidental to the event at which the Entertainer is performing for the private use of the Employer or other person; must obtain written permission

5.5 the Employer shall immediately notify the Agency of any change of the Employer's address or telephone number

### 6 THE ENTERTAINER'S UNDERTAKINGS

The Entertainer will contact the Employer at least 3 weeks prior to the Date of the Event to discuss final details of the Engagement but should the Entertainer fail to do so it is the responsibility of the Employer to advise the Agency

### 7 CANCELLATION

The Employer may cancel this Agreement at any time before the performance of the Engagement by giving written notice by post to the Entertainer when:

7.1 the Entertainer shall cease to be bound to perform the Engagement;

7.2 the Deposit will be forfeited to the Entertainer

7.3 the balance of the Performance Fee shall become immediately due and payable less a rebate of 50% of the Performance Fee if the notice shall be given more than 90 days prior to the Date of the Engagement

7.3.1 written confirmation of a cancellation will be acknowledged by letter from Central England Music Agency.

### 8 DETERMINATION

It shall constitute a repudiation by the Employer of his obligations under this Agreement and at any time thereafter the Entertainer may serve a written notice on the Employer accepting such repudiation and determining the Employer's rights under this Agreement if:

8.1 the Employer fails to pay any amount due under this Agreement in full within 5 days of its due date and such failure is not remedied within 5 days of receipt of written notice

8.2 the Employer is in breach of any other material term of this Agreement which is incapable or remedy or is not remedied within 7 days of the Performer becoming aware of it

### 9 MISCELLANEOUS

9.1 The Entertainer shall have the right to designate and change the performing personnel of the Entertainer

9.2 The Entertainer shall have the sole and exclusive control over the production, presentation and performance of the Engagement but shall use its reasonable endeavours to accommodate the reasonable requirements of the Employer

9.3 All proposed alterations by either party to the details of the Engagement or the terms of this Agreement must be notified to the other party (or in the case of the Entertainer, to or by the Agency) for discussion at least 6 weeks before the Date of the Event. In the event of failure to agree any such details or alterations the terms of this Agreement will stand

9.4 The Entertainer shall not be required to delay the commencement of the Engagement by more than half an hour nor to perform after midnight unless specified overleaf or otherwise agreed. Extra time in these circumstances may be arranged at the Entertainers discretion for a mutually agreed fee.

9.5 The Entertainer shall be entitled to break from performing at its reasonable discretion for intervals of 15 minutes in each hour.

9.6 This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or arrangement between the parties

#### **NOTE**

All Artists and Venue/Hirers must hold their own Public Liability Insurance and Equipment Safety documentation.