

Funkin' Function

Function Band for Events Hire: Terms and Conditions



Terms and Conditions

1. Booking Confirmation and Process

- 1.1. All bookings become effective immediately upon both the Client and Artist confirming the booking, whether verbally, electronically or in writing.
- 1.2. The Booking Contract should be checked, signed and returned by the Client within 7 days of it's issue.
- 1.3. By signing the Booking Contract, the Client confirms that they are authorised to do so and that if they are not, they will be held personally responsible for the fees payable.
- 1.4. The Booking Contract should be checked, signed and returned by the Artist within 7 days of it's issue.
- 1.5. Non-return or non-completion of the Booking Contract does not terminate the agreement and you may be liable for cancellation fees should you subsequently wish to cancel the Booking Contract following your Confirmation.

2. Payment of Fees

BOOKING DEPOSIT

- 2.1. The agreed Booking Deposit (along with the booking contract) is due for payment within 7 days (or 5 working days) of confirmation. Booking deposits are payable by bank transfer only. Bank details to be provided by Artist.
- 2.2. Failure by Client to pay the Booking Deposit will result in the Contract and Booking being terminated.
- 2.3. From the moment of Confirmation and payment, the Booking Deposit is non-refundable.

BALANCE

- 2.4. Unless otherwise agreed in writing, the balance is payable to the Artist in cash on the day of the event.
- 2.5. Failure to pay the Artist in cash on the day of the event will result in a late payment fee of £25 being charged to the client. The payment will be added to the outstanding balance and should be paid 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. Should the Client pay the Artist by cheque (after prior agreement in writing) and the cheque should not clear, the late charges shall also become applicable, plus, any costs incurred by the Artist's bank for handling and administration.

- 2.6. If the outstanding balance has not been paid after 14 days of completion of booking, the amount may be sought via legal processes through the Musician's Union or referred to a debt recovery agency by the Artist.

3. Changes to the Booking Contract

- 3.1. Changes to the booking contract are permitted but should be arranged and agreed to by the Artist in advance of the Event date.
- 3.2. Changes to the Booking Contract on the day of the event are permitted and subject to the terms detailed in section 4.
- 3.3. Changes to the Booking Contract may result in an alteration of the Total Cost. Financial adjustments made as a result of changes to the booking contract may affect the Booking Deposit or the Final Balance.

4. Changes to the Booking Contract on the Day of the Event

- 4.1. On the day of the event, any unavoidable changes to the Booking Contract should first be discussed with the Artist.
- 4.2. If any agreed changes to the Booking Contract result in additional fees being charged, the Artist will collect these fees with the outstanding balance.
- 4.3. Any changes will be subject to these terms and conditions.

THE CLIENT'S ATTENTION IS DRAWN SPECIFICALLY TO THIS CLAUSE.

5. Cancellations

- 5.1. The Client may not terminate this Booking Contract unless as a result of a "Force Majeure Event".
- 5.2. The Artist must be informed at the earliest possible opportunity.

FORCE MAJEURE

- 5.3. Both the "Artist" and the "Client" agree that in the event of any cancellation resulting from a "Force Majeure Event", the "Booking Deposit" will be forfeited.

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5.4. A "Force Majeure Event" is defined as an Act of Nature (such as war, fire, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God) and which cannot be attributed to any act or failure on behalf of the "Artist" or "Client" to take preventative measures.

5.5. The terminating party may be required to provide supporting evidence, in writing, of their reason to terminate. In the event of supporting evidence being requested but not being provided, the remaining parties in the booking may decline to terminate under the definition of "Force Majeure". If being cancelled by the "Client", cancellation fees as detailed in Section 5 ("Cancellations") may apply.

5.6. If cancellation as a result of a "Force Majeure Event" is successfully proven the cancellation fees outlined in Section 5 ("Cancellations") will be unenforceable.

CANCELLATION BY THE ARTIST

5.7. The "Artist" may only cancel this "Booking Contract" as the result of a "Force Majeure Event" or a breach of Contract.

5.8. Where the artist cancels, for no other reason than a Force Majeure Event, they must give the client notice as soon as is physically possible.

5.9. Should original terms be changed by the client prior to the date of the event, the Artist withholds the right to cancel their booking due to a breach of Contract.

5.10. Additionally, should the Artist deem the venue to be not safe to use electrical equipment, they withhold the right to cancel their services on the day of the event.

6. Client Responsibilities

POWER AND PERFORMANCE AREA REQUIREMENTS

6.1. The Client must ensure the venue booked for the performance is able to provide a safe source of power, a safe, level and waterproof performance area or staging, and that the venue is able to accommodate the Artist by possessing appropriate licenses. The Client remains liable for the total fees if the Artist is unable to fulfill this Booking Contract due to venue restrictions.

SOUND LIMITERS

6.2. The client must ensure that the performance of the Artist will not be restricted or terminated as a result of noise limitation devices. The client remains liable for the total fees if the Artist is unable to perform due to venue restrictions.

6.3. The Client should ensure that the above requirements and any other relevant information is passed to the Artist prior to confirming a booking.

CAR AND VEHICLE PARKING

6.4. The Client must ensure there are free of charge parking facilities available to the Artist within the immediate vicinity of the performance venue for all vehicles associated with the act and their party. Should no parking be available the "Client" will be liable for any parking charges incurred. Additionally if parking facilities are located more than 200 yards from the venue access point the "Artist" reserves the right to charge a fee no greater than £150 for the additional workload.

FOOD AND DRINK (SUBSISTENCE)

6.5. When the total booking time exceeds 3 hours, it is the Client's responsibility to provide the Artist with adequate refreshments for the duration of their time at the performance venue. The minimum that must be provided is a free of charge supply of mineral water and soft drinks with a hot meal or buffet.

6.6. Where the client fails to provide adequate substance to the Artist, a fee of £15 per member will be charged to the Client, which would be due for payment at the same time as the remaining balance.

EXPENSES

6.7. Expenses are to be included in the total cost and balance that the Client has agreed to pay. This includes petrol for any cars, food on long journeys and general wear and tear on vehicles and gear.

CHANGING/HOLDING ROOM

6.8. The Client must ensure that there is a suitable and safe place for the Artist to store their equipment cases whilst performing.

SAFETY AND WELLBEING

6.9. The Client must ensure that the Artist is not subjected to any violent, aggressive behaviour, tormenting or generally threatening behaviour for the duration of this Booking Contract. In the event of this happening the Client must have the perpetrator(s) removed from the venue immediately. The Artist reserves the right to terminate their performance without notice or penalty if they are subject to any behaviour of this nature, in which case the "Client" would still be liable for the total fees.

EQUIPMENT USE

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6.10. Unless given express permission, all equipment belonging to, or brought on site by, the Artist is for their sole use only, and use by any other person is strictly forbidden.

6.11. All the required elements detailed under Section 6 "Client Responsibilities" must be provided by the "Client" at their own expense. Where elements are not provided this will be considered a breach of contract. The required elements are negotiable via the Artist only and any agreed changes will be specifically documented on the Booking Contract.

7. Artist Responsibilities

7.1. The Artist must perform to their highest standard and in accordance with the specification and abilities demonstrated in their audition performance or supplied promotional materials.

7.2. Unless otherwise stated the Artist agrees to provide all equipment necessary and as required in order to perform in fulfillment of this Booking Contract.

7.3. The Artist should not drink alcohol excessively before, during or after their performance, nor should they possess any illegal drugs on the day of the event.

7.4. The Artist will be dressed in suitable attire for the event in question, in accordance with any dress codes applied by the Client.

7.5. The Artist will remain courteous and conduct themselves in a professional manner with the "Client", their guests and venue staff at all times. The "Artist" will not act in any manner deemed damaging to the reputation of themselves, the Client or the Agent, at any time.

8. Complaints

8.1. All complaints must be documented in writing and sent to the Artist within 14 days of the day of the event.

8.2. All complaints will be judged at the Artists' discretion and may result in a reduction of the original fee.

9. Event Delays and Late Finishes

DELAYS

9.1. If the Artist is unable to fulfil their obligations as detailed in the Booking Contract due to the late running of, or adjustment to, the event schedule, or as a result of a restriction to their performance, which is no fault of their own, then full payment will be due to the Artist, and the Client will not be entitled to a reduction in fees.

LATE FINISHES

9.2. If the Artist is requested to perform or provide services, in any respect, beyond the finish time originally agreed on the Booking Contract, the Artist will be entitled to charge a Late Finish Fee. This fee should be agreed between the Client and the Artist at the time. If a fee is not agreed upfront then the Artist will be entitled to 10% of the total agreed balance per 1/2 hour of extended services provided.

9.3. All Late Finish Fees must be settled by cash or cheque on the night of the event and paid directly to the Artist.

9.4. The Artist may refuse a Late Finish request, for any reason, without penalty.

10. Extended Performance and Services

10.1. If the Artist is requested to perform or provide services, in any respect, for longer than was originally agreed on the Booking Contract, the Artist will be entitled to charge an Extended Performance Fee. This fee should be agreed between the Client and the Artist at the time. If a fee is not agreed upfront then the Artist will be entitled to 25% of the total balance for every 25% that the originally agreed performance time is extended.

10.2. All Extended Performance Fees must be settled by cash or cheque on the night of the event and paid directly to the Artist.

10.3. The Artist may refuse to extend their services, for any reason, without penalty.

11. Use of Alternative of Deputy (dep) Performers

11.1 The Artist agrees to utilise its standard lineup of performers unless the occurrence of a "Force Majeure Event".

11.2. The Artist agrees that any "Dep" performer will be of the same standard of ability and competence as the performer being replaced, and that the "Dep" possesses the same high standard of knowledge of the Artist's repertoire.

11.3. The "Artist" agrees that if a replacement performer is required and a suitable "Dep" is available then they will utilise the "Dep" rather than cancel the booking.

11.4. The "Client" is not entitled to a reduction in fee if a "Dep" performer is used.

11.5. The "Client" may not unreasonably refuse the use of a "Dep" performer.

12. General

12.1. The parties agree that this Booking Contract is governed by English Law and hereby submit to the exclusive jurisdiction of the courts of England and Wales.