



## GETGIGSEASY

Event bookings Terms and Conditions

Created by M. Carmichael

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# Terms & Conditions

## Terms of reference

- For the purposes of this document, GetGigsEasy will be referred to as “the Agent”.
- The term “Client” refers to the person who has booked the performance.
- The term “Artist” is not specific to a single performer, but a generic term that applies to all performers, entertainers, DJs, band members, duos and solo artists.

The Agent acts as an agent between the Artist and the Client. The contract, described as “Events Pack” is between those two parties. Any responsibility for the fulfilment of this contract is between the Artist and the Client. The Agent accepts no liability for non-fulfilment or breach of contract save any breach of the Agent’s Responsibilities.

These are the terms and conditions of booking. By agreeing to the booking verbally, by email, social media messaging or in writing, the Client or Artist agree to these terms. This document may be used in conjunction with a Rider and/or contract. It is divided into sections to draw special attention to each party’s responsibilities; however, it should be read in its entirety by all persons involved in the booking process to gain an overall understanding of what is expected of each party.

## Agent's Responsibilities

- a. The Agent will offer help and advice in the negotiation process with both parties and act as a "Go-between" in the build up to the event.
- b. The Agent agrees to provide the Client with a high standard of musician suitable to entertain the guests at the event; however, ultimately, everything within the performance is the Artist's responsibility. This includes, but is not limited to: arriving at the venue on time, working to a high standard, performing for the agreed length of time, playing suitable music for the clientele, providing good quality, safe and working equipment and behaving in a professional manner.
- c. In the unlikely event that an Artist does not meet the expectations of the Client, then the agent will endeavour to replace any future performances with a more appropriate act.

## Artist's Responsibilities

- a. The Artist's fee is outlined on the Event Pack. The Artist agrees that this fee is inclusive of all expenses, unless otherwise detailed on the Event Pack. The Artist is not employed by the Agent and is therefore responsible for their own tax, national insurance contributions and anything else that they might become responsible for by accepting a fee.
- b. The Artist should provide safe, working equipment and public liability insurance with a minimum of £5,000,000 worth of cover. Equipment should be PAT tested annually, and certificates should be available for inspection upon the Client's request.
- c. The Artist should perform at their highest standard and give a true representation of their recorded material.
- d. The Artist must not drink alcohol excessively before or during the performance or use illegal or banned substances.
- e. The Artist should arrive with more than enough time to meet the Client, set up their equipment, check any safety requirements of the venue, carry out a brief sound check and be ready to perform. The Artist agrees to the Timings set out in the Event Pack.
- f. The Artist agrees to be suitably attired for the performance and agrees to adhere to any dress code the venue has in place.
- g. The adjustment of the volume and sound level of any equipment shall be as the Client reasonably requires. Please see the section on the Event Pack relating to volume limiters.
- h. It is the responsibility of the Artist to provide any equipment they will need to perform. If the venue has an "in house" PA system, it is the responsibility of the Artist to check what equipment they will need to bring and provide everything necessary to work with the equipment supplied by the venue.
- i. The Artist will not book any performances directly with the Client or any person or venue associated with the Client. The Artist agrees that any opportunity, arising from a performance booked through the Agent, should be negotiated through the Agent.
- j. Should one member of a band be unable to perform, for whatever reason, it is the responsibility of the band to find a suitable "dep" or understudy. The stand in must be of a high enough musical calibre to deliver a performance to a similar standard as the Artist's usual show. The use of a dep musician is not grounds for the Client to cancel the performance and the band will be entitled to their fee in its entirety unless the member of the band unable to perform is a "celebrity".
- k. No fee shall be payable to the artists for a suspension of this engagement for the reason of: Royal Demise, National Mourning, Fire, Epidemic, War, Strikes, lockout or by reason or order of any Licensing or Public Authority.

## Client's Responsibilities

- a. The Client agrees that it is their responsibility to ensure all relevant music licences, insurance policies and safety tests are obtained before any live music is booked and that there are no volume restrictions at the venue that might prevent the Artist from performing. If the performance is cancelled for one of these reasons then the Artist and Agent will be entitled to their full fee.
- b. The Client will not book directly with the any Artist introduced, booked or recommended by the Agent. All future bookings will be negotiated through the Agent.
- c. The client shall use reasonable endeavour to procure a safe supply of electricity and the security of the artists and their equipment and property at the venue.
- d. If the Client does not want to keep the booking, after an agreement has been made, and cancels the Artist, the following fees will apply:
  - a. More than 14 days before the performance date – No fee.
  - b. Less than 14 days before the day of the performance – 50% of the fee
  - c. Less than 7 days before the day of the performance – 100% of the fee
- e. The Client shall not make or permit the making of any audio and/or visual recording or transmission, other than via "live" broadcasts on social media platforms, of the Artist's performance without the prior written consent of the Artist.
- f. The Client will provide parking facilities suitable for the Artist performing, and suitable access for the loading and unloading of vehicles transporting the Artist's equipment. If the venue does not have parking facilities then the Client should inform the Agent at the time of booking. Failure to provide suitable parking will mean that the Artist is entitled to a payment on the night to cover parking fees if applicable. This does not include parking fines.
- g. The Client may agree to provide a pre-determined rider the Artist with reasonable refreshments during the set-up, performance, and pack-down.
- h. It is the responsibility of the Client to ensure that the Artist does not suffer any aggressive or abusive behaviour. If the Client is aware of any such behaviour from guests or staff, and that behaviour is allowed to continue, then the Artist may terminate the performance and may still be entitled to their fee, in its entirety.
- i. Any alterations to these terms and conditions should be agreed between the Artist and Client via the Agent. These must be put in writing.
- j. If the Client or venue provides a stage, it must be of suitable proportions to accommodate the Artist. This stage should be stable, safe and of good quality.
- k. The Client and the Artist agree that the equipment and instruments of each musician performing at the event are not available for use by any other person except by specific permission of the musician, this includes microphones.
- l. If the Artist is unable to complete their entire performance due to the event running behind schedule or as a result of a restriction placed on their performance on the day from the venue, full payment is still due to the artist.