



Terms and Conditions

HireOurLiveBand Music Agency is referred to as HOLB within the following clauses:

- 1) This contract is subject to the laws of England. Any **additional rider** clauses attached will form an integral part of this contract.
- 2) **HOLB** act as an **employment agency** in the negotiation of this contract and act only as the agent for the artiste(s). **HOLB** can accept no liability whatsoever for the non-fulfilment of this contract by either party, although all reasonable efforts are assured.
- 3) This document is intended to confirm in writing a booking **already verbally agreed** which may not be cancelled by either party hereto without the specific consent of the other party involved except in the case of illness/accident or "Force Majeure".
- 4) This confirmation document is issued in place of individual contracts between the two parties for the greater convenience of all concerned. An individual written contract between the client/hirer and artiste(s) will be drawn up if requested by either party.
- 5) The artiste(s) warrants that at the date of this contract he is not under contract to any third party that might preclude him from fulfilling the engagement, and that he will not subsequently enter into any such contract.
- 6) In the event of any non-fulfilment of the contract by either party, the level of liability to the client/hirer and artiste(s) is limited to the maximum of the fee stated in this contract.
- 7) Cancellation: if the client/hirer cancels the engagement **HOLB** shall notify the artiste(s) forthwith and the artiste(s) shall be entitled to receive compensation as follows: -
 - a) **More than 90 days prior to event date** **50% of their total fee**
 - b) **43 – 90 days prior to event date** **75% of their total fee**
 - c) **Within 42 days of the event** **100% of their total fee**

These cancellation charges are in addition to any deposit already paid. Deposits paid to **HOLB** by the client/hirer will only be refundable where clause 7a applies (see below). If a deposit has not been paid, **HOLB** reserves the right to charge the cancelling party 20% of the total fee to cover their incurred costs. **Non-return of this confirmation does not cancel the agreement.**

7 a) Sickness/Accident: in the event of sickness or accident preventing the artiste(s) from appearing, **HOLB** and the client/hirer shall be informed forthwith, and if requested, the artiste(s) shall provide a medical certificate or relevant report. If the artiste(s) fails to perform, neither the client/hirer nor **HOLB** shall be obliged to pay the artiste's fees. **HOLB** will endeavour to find suitable alternative replacement artiste(s) should the client/hirer so wish.

If either party requests postponement to another date, this shall be treated as cancellation, should either party not be available or agreeable.

HOLB strongly suggests that the client/hirer arranges relevant insurance to cover their costs of any cancellation.

- 8) Payment Method: "to act at event – cash/cheque" shall mean the artiste(s) must be paid on the day of the completion of the performance "BACS settlement to **HOLB**" shall mean that client must pay **HOLB** within 7 days of the date of the invoice or within 7 days of the/each engagement, whichever is the sooner. **HOLB** will then pay the artiste(s) within 7 days of the bacs clearance. **HOLB** holds deposits in a Client's Account until the completion of each engagement.
- 9) Late Payment: If payment is not received within the time specified in accordance with the terms of the contract, or where no specific time-scale is provided, within 7 days of the date of the invoice, or within 7 days of the event, whichever is the sooner, **HOLB** shall charge interest at a rate of 2% about base lending rate of Barclays Bank PLC calculated on a daily basis on all monies outstanding until actual payment. The relevant parties to this confirmation agree that, at the time of receiving this document, they have already received **HOLB's** 'Terms Of Business' documentation as appropriate to their position as Artiste, Hirer or employment agency/employment business, whether they have signed & returned a copy to our offices or not.
- 10) The artiste(s) appears on an "as known basis". Should the line up or content of the performance of the artiste(s) alter substantially, **HOLB** must be notified forthwith. **HOLB** will notify the client/hirer forthwith, and the client/hirer may declare the engagement null and void.

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- 11) The artiste(s) and client/hirer are solely responsible for providing adequate insurance cover for personal property and public liability. (Public Liability is available if the artiste(s) musician(s) is a member of Equity or The Musicians Union.) The artiste(s) is responsible for holding current electrical PAT certificates for all relevant items of electrical equipment.
- 12) The artiste(s) engagement under this contract is such that they would be treated as self-employed for national Insurance and Income Tax Purposes by reason of being engaged under a contract for services.

ARTISTE(S)/CLIENTS/HIRERS CONTRACTUAL OBLIGATIONS

- a) Re-engagements – the client/hirer and the artistes(s) agree that any future bookings into this venue or others owned by the same establishment, within 12 months from the date of the fulfilment of the contract shall be made via **HOLB**.
- b) By reading and accepting all the terms of business and conditions in this agreement, both the client/hirer and the artiste(s) named in the contract are entering into a legal and binding arrangement to fulfil the contract and its conditions in its entirety.
- c) If special licences are required this is the responsibility of the client/hirer.
- d) The client/hirer shall provide a safe working environment, a power supply that is both safe and adequate, a facility for the artiste(s) to change and relax (other than a public toilet) and an adequate performance area.
- e) The artiste(s) will ensure they travel in road worthy vehicle(s) to get them to the performance. They also agree to have suitable membership with a reputable vehicle recovery service, in the event of transport failure on route to their performance.
- f) Any display of, or the issuing of personal business cards, or the issuing of telephone numbers, email addresses, websites, networking sites etc. for purpose of obtaining further bookings by the artistes(s), will be deemed as a serious breach of contract by the artistes(s) and will render the artiste(s) liable to considerable financial compensation to **HOLB**.
- g) **HOLB** strongly recommends that artiste(s)/musician(s) are member(s) of **Equity** (the actors/variety artistes union) or the **Musicians Union**.