



Musicians Inc Event Booking - Terms and Conditions

This Agreement is made between the client stated in the invoice and Musicians Inc. LTD

Company No. 10236037, No. 155, 88 Lower Marsh London SE1 7AB

BY PAYING THE INVOICE FOR YOUR BOOKING IN WHOLE OR PART, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. If you do not understand any part of these 'Terms and Conditions', please contact Musicians Inc or seek legal advice prior to confirming a booking and agreeing to them.

Musicians Inc will supply live music as agreed to the client.

1. **The "fee"** must be paid by the "client" and should be received by Musicians Inc before the event. "The Fee" will be at our standard cost as agreed by invoice.
 - 1.1 Fifty percent of the fee will act as a **non-refundable deposit** and should be paid by bank transfer on return of the contract to confirm the booking. All details will be confirmed at time of booking and invoice. In the event of significant changes requested by the client, Musicians Inc reserve the right to charge an additional administration fee of £75 per hour. This includes but is not limited to actions contained in section 1.2.1.
 - 1.2 Deposits are non-transferrable in the event of cancellation.
 - 1.2.1 Should the event subsequently be reinstated it will be subject to artist availability. Musicians Inc are unable to guarantee the originally booked artist will be available but will endeavour to secure them. Where this is not possible an alternative will be suggested. If this is not acceptable to the client no financial penalty will be incurred by Musicians Inc and the deposit shall remain forfeit.
 - 1.2.2 Changes to this Contract by way of additions or any rescheduling involving increased performance times and other labour charges, are subject to additional fees to be agreed as amendments to this agreement and confirmed in writing prior to execution of the event.
 - 1.3 The final payment must be made in full six weeks before the event. If full payment of any balance remains outstanding one calendar month before the event, it will be assumed that the client no longer wishes to proceed with the event and the event deemed cancelled. Any outstanding balance will be pursued through appropriate legal channels.
 - 1.3.1 Cancellation made within one month of the event will lead to the loss of 100% of the full fee agreed.
 - 1.4 In the event where there is less than one calendar month notice to the event, 100% of the agreed fee will need to be paid on return of the contract to confirm the booking. This is non-refundable.
2. **Cancellation:** Where the client has cancelled the booking for reasons other than those outlined in 'Clause 12: Force Majeure' cancellation fees shall apply and are based on the following:
 - 2.1 Where cancellation is made within 48 hours of confirmation no cancellation fee is due unless the event date is within the following 14 days, in which case the full booking fee will be due.
 - 2.2 Where cancellation is made after 48 hours of confirmation, but 90 days or more from the event, 50% of the total remaining booking fee is due.
 - 2.3 Where cancellation occurs within 90 days and up to 1 calendar month prior to the event 75% of the total remaining booking fee will be due.

- 2.4 Where cancellation occurs within 1 calendar month of the event, 100% of the total remaining booking fee will be due.
- 2.5 In all instances of cancellation however, after 48 hours the booking deposit as detailed in section 1.1 is non-refundable.
3. Musicians / Performers will play for the time detailed in the email confirmations, starting no earlier and finishing no later.
 - 3.1 A late start as a result of delays by the client or venue does not constitute grounds for a late finish or cancellation. The artists will not be obligated to shorten any breaks and only at the discretion of the artists will times be adjusted on the day. The Agreement is strictly between the agreed hours and not based on performance/playing time. See item 6.
4. In addition to the "fee" it is agreed that the client will also provide refreshments for the musicians. A hot meal will need to be provided for all performers and technical staff if required on site for more than three hours or are traveling to events outside of London. Where this is not provided under the terms of this agreement, an allowance of £25 per artist will be paid retrospectively by the client should the artist be required to purchase this independently. This amount will be invoiced after the event and subject to payment within 7 working days. Should this additional fee not be settled within 30 days Musicians Inc will seek to recoup this via the appropriate channels and will include costs.
 - 4.1 The 'client' must ensure that the performance venue is able to provide a safe source of power, a safe performance area, and that they can accommodate the performance of the 'artist' by possessing appropriate licenses and no inhibiting noise limiters. It is not the responsibility of Musicians Inc. If non-performance or a below par performance results due to venue restrictions, the 'client' will still be liable for the total fees. The 'client' should ensure these requirements are investigated prior to the confirmation of any booking and any relevant information disclosed to Musicians Inc.
 - 4.2 Any amendments to this contract must be made in writing (by email), at least 30 days prior to the engagement date. It is the responsibility of the client to make sure the event runs as planned and on time. Under no circumstances will the artists provided by Musicians Inc play beyond the agreed time.
 - 4.3 Where applicable, the client agrees to pay for international travel costs, including but not limited to flights, transfers, hotels and per diem expenses. These will be confirmed by email.
 - 4.3.1 Originating flights are not to be scheduled to depart the UK before 9am.
 - 4.3.2 We are able to make travel arrangements for our artists if required, on the basis that travel, and transfer costs will be included on the invoice and subject to a £100 arrangement fee.
 - 4.3.3 Instruments needing to be transported will need to be paid for and have a seat as required – they cannot go in the hold
 - 4.3.4 For larger instruments required it can be advisable to hire these abroad. If this is the case an instrument supplier will be provided.
 - 4.3.5 Per Diem expenses will be reimbursed by the client upon submission of receipts but will be capped at 15, 25 and 30 euros for breakfast, lunch and dinner respectively. This will be confirmed in writing at time of booking.
 - 4.3.6 All requirements will be confirmed by the client in writing and the client remains liable for any cancellation costs incurred due to a requested change or cancellation of flights, change in event requirements or cancellation of event.
5. The client must provide a separate green room for all musicians and performers booked by Musicians Inc. This should be their own private space and not shared with acts from other companies. This room must include a large mirror, power point, heating / air conditioning as appropriate. This should be a room where musicians can sit and relax before their performance, change and warm up their instruments as required. Light refreshments and comfortable seating should be provided. This room needs to be a secure place where valuables can be left and other items. This space will be used for the performers to warm up and dress before their show.
 - 5.1 On the occasion that your event is to be held outdoors, all performers must be provided with shelter from sun or rain.

6. It is agreed by both parties, that equipment and instruments of the musicians performing the engagement are not available for use by other performers or persons except by specific permission of the musicians concerned. The musicians will not incorporate any third party into the performance at the client's request except by prior agreement; in this case the client agrees to assume responsibility for any damage done to the artist's equipment.
7. If in the unlikely circumstance the act is unable to attend in full, a replacement act will be sent at no additional or increased cost to the client. Such an arrangement to be agreed in advance with the client. If an appropriate act cannot be agreed, then the fee will be refunded in full.
8. If applicable a parking space for each car must be provided by the client and a place to unload within 5 meters of the venue.
9. If accommodation is being provided it should be a minimum of a four-star hotel and close to the venue.
10. The client will not book directly or engage in any contractual agreements with any musicians previously supplied by Musicians Inc without the prior permission of Musicians Inc.
11. All parties shall keep confidential information and not, without the prior written consent of the other party, disclose any confidential information to any other party save to the extent required by law.
12. Force Majeure
 - 12.1 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.
 - 12.2 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 2: Cancellations' shall be unenforceable.

We strongly recommend purchasing event insurance from a notable insurer. This provides cover for a number of potential risks such as cancellation due to illness, rearrangement or issues with your venue and offers peace of mind as well as removing many of the financial risks from yourself.

This document should be signed as a PDF as follows; When you open the file on the top right-hand side is an icon that looks like a felt tip pen in a circle. Click this. This opens the tool bar where you will see on the left options to insert a text box and to add a signature. Either use your existing signature or create one using your mouse pad and save it. Then insert this into the relevant space on your agreement.