

S

BACKGROUND:

These Terms and Conditions are to apply:

A. to provision by the Musicians' Union (the Band known as <<Insert Name of Band>>

apply:

) of a Performance at an Event by

B. where the client is a "Consumer" as defined in the Consumer Rights Act 2015.

Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

the context otherwise requires, the following meanings:

"Band"

the Band, e.g. [same number of] [other] musicians of the Musicians) who We nominate to provide the Performance for Us];

"Booking"

the Booking Form (made as set out in these Terms and Conditions) for a Performance for an Event;

"Booking Form"

the Booking Form [attached to these Terms and Conditions and available] [provided] by Us to You] for the particular Performance and the Event, including the times of the Performance;

"Business"

any trade, craft, or profession carried on by an individual or organisation;

"Business Day"

any day inclusive excluding bank and public holidays;

"Consumer"

any individual defined by the Consumer Rights Act 2015. In these Terms and Conditions means an individual who uses a Performance from Us for the purposes wholly or mainly for any Business;

"Deposit"

the amount stated in the Booking Form, being the amount payable by You;

"Event"

any event organised by You taking place at Your premises where We provide the Performance [as a part of the Event];

"Fees"

the Fees (including any VAT due thereon) set out in Our Price List) payable for the Performance, including all expenses;

"Line Up"

the Line Up (as needed for each musical item) for the Performance, e.g. Lead Vocal, Backing Vocal, Drums/Percussion, Lead Guitar, Bass, Keyboards, Saxophone, Trumpet etc.>>

A

M

P

L

E

“Musicians”	ing individuals:<<Insert Full Names of >>
“Our Premises”	[the above address] OR [<<Insert
“Performance”	particular performance (on a date, at a period of time) comprising the playing of ence [and playing of interval recorded Booking Form];
“Price List”	ce list of Fees for Performances. The nce and their prices is available from Website, By Email or at Our
“Regulations”	contracts (Information, Cancellation and ulations 2013;
“We/Us/Our”	ally, all of the Musicians whose place ct address is [set out above] [and employees and agents)];
“You/Your”	whom We agree to provide the
“Your Premises”	ntified in the Booking Form at which ent (where We are to provide the d being any premises which You e for the Event.
1.2 Unless the context Conditions to:	ch reference in these Terms and
1.2.1 “these Term Conditions; a	a reference to these Terms and
1.2.2 a Clause or Conditions;	e to a Clause of these Terms and
1.3 The headings used and shall not affect	nditions are for convenience only e Terms and Conditions;
1.4 Words signifying th	include the plural and vice versa;
1.5 References to any g	other gender;
1.6 References to pers	tions; and
1.7 References to “writ hand, and electro message,] or other	pression, includes letter by post or ether sent by e-mail, fax, [text
2. Booking Procedure	
2.1 You must be 18 or o	o book any the Performance.
2.2 We will not reserve Performance nor w a Booking and pay	cular time/date slot to provide the mance unless and until You make
2.3 You may make a b the enquiry form or date and place of t will respond to let Y	e] [or] [in writing] [or] [completing the Performance required and the hen We receive Your enquiry, We hether We are able to provide the

S

Performance that is required, We will provide the information You have provided in the Booking Form [attached]. [We will provide the Booking Form to You]

at the time, and at the place specified in the Fees payable based on the information You have provided in the Booking Form [attached]. [We will provide the Booking Form to You]

2.4 If You would then make a Booking, You must within <<Number, e.g. 3>> Business Days of the time we have responded to Your enquiry, fully complete and return the Booking Form to Us and also pay Us the Deposit when you return the completed Booking Form to Us.

make a Booking, You must within <<Number, e.g. 3>> Business Days of the time we have responded to Your enquiry, fully complete and return the Booking Form to Us and also pay Us the Deposit when you return the completed Booking Form to Us.

2.5 You are responsible for the information and requirements set out in the Booking Form. If You provide Us with inaccurate or incomplete information or requirements in the Booking Form, We will not be liable for any performance or incorrect performance caused by Your failure to provide accurate and complete information or requirements.

the information and requirements set out in the Booking Form. If You provide Us with inaccurate or incomplete information or requirements in the Booking Form, We will not be liable for any performance or incorrect performance caused by Your failure to provide accurate and complete information or requirements.

2.6 By completing and returning the Booking Form to Us, You confirm that You accept, and agree to be bound by, these Terms and Conditions and that You have indicated in the Booking Form all of the information and requirements that You require for the Event.

By completing and returning the Booking Form to Us, You confirm that You accept, and agree to be bound by, these Terms and Conditions and that You have indicated in the Booking Form all of the information and requirements that You require for the Event.

2.7 Your return/submission of the Booking Form to Us, and Your payment of the Deposit (and balance of Fees to be paid) will be a binding contract for the particular Performance whether We accept or decline the Booking Form in Our absolute discretion.

Your return/submission of the Booking Form to Us, and Your payment of the Deposit (and balance of Fees to be paid) will be a binding contract for the particular Performance whether We accept or decline the Booking Form in Our absolute discretion.

2.8 We may in Our discretion decline the Booking Form even if the time when You return the completed Booking Form to Us is later than the end of the <<Number, e.g. 3>> Business Days specified in sub-Clause 2.4.

We may in Our discretion decline the Booking Form even if the time when You return the completed Booking Form to Us is later than the end of the <<Number, e.g. 3>> Business Days specified in sub-Clause 2.4.

2.9 We will respond to You within <<Number, e.g. 2, 3, 4 or 5>> Business Days after receiving the Booking Form and Deposit by either accepting Your Booking or by declining it. If We decline the Booking, We will return Your Deposit to You in full and will explain why We have declined the Booking.

We will respond to You within <<Number, e.g. 2, 3, 4 or 5>> Business Days after receiving the Booking Form and Deposit by either accepting Your Booking or by declining it. If We decline the Booking, We will return Your Deposit to You in full and will explain why We have declined the Booking.

2.10 Only if and when You return the Booking Form to Us (and balance of Fees to be paid) and We have responded to You in writing either that We have accepted the Booking or that We have declined the Booking, only then will there be a binding contract between You and Us for the particular Performance.

Only if and when You return the Booking Form to Us (and balance of Fees to be paid) and We have responded to You in writing either that We have accepted the Booking or that We have declined the Booking, only then will there be a binding contract between You and Us for the particular Performance.

3. **Changes to Booking Details**

You may request changes to the Booking Details at any time before the Event. We will use reasonable endeavours to accommodate any requested change, but We shall be under no obligation to do so. If we are entitled to amend the Fees payable in accordance with the Price List, we will notify You of any change in Fees within <<Number, e.g. 3>> Business Days of receiving the requested change. After that notification:

You may request changes to the Booking Details at any time before the Event. We will use reasonable endeavours to accommodate any requested change, but We shall be under no obligation to do so. If we are entitled to amend the Fees payable in accordance with the Price List, we will notify You of any change in Fees within <<Number, e.g. 3>> Business Days of receiving the requested change. After that notification:

3.1 If You accept the amended Fees to Us, You may confirm the change and the amended Fees to Us in writing either that You have accepted the change and the amended Fees, or that You have declined the change and the amended Fees.

If You accept the amended Fees to Us, You may confirm the change and the amended Fees to Us in writing either that You have accepted the change and the amended Fees, or that You have declined the change and the amended Fees.

3.2 If you are not willing to accept the amended Fees, You may confirm to Us in writing either that You have accepted the change and the amended Fees, or that You have declined the change and the amended Fees.

If you are not willing to accept the amended Fees, You may confirm to Us in writing either that You have accepted the change and the amended Fees, or that You have declined the change and the amended Fees.

3.2.1 If You have accepted the change and the amended Fees, the original Fees agreed and the amended Fees shall be provided to You without the need for You to provide any further information.

If You have accepted the change and the amended Fees, the original Fees agreed and the amended Fees shall be provided to You without the need for You to provide any further information.

A

M

P

L

E

3.2.2 cancel Your booking under these Terms

If You do not let us have a Booking within <<Number, e.g. 3>> Business Days after We notify You, the Fees shall remain unchanged and We will issue an invoice for the Fees and without the requested cancellation provisions in

4. Fees and Payment

4.1 After You have paid the Fees in full and cleared the Booking, but if the Booking is cancelled before the Event, You must inform Us when You return / send an invoice for the Fees

4.2 You must pay the Fees to Us that We fully and correctly provide to You.

4.3 You may pay Us the Fees using any of the following methods:

4.3.1 <<Insert method>> Card By Phone or Using Our Online Booking System

4.3.2 <<Insert Method>> BACS or CHAPS transfer into Our nominated bank account

4.3.3 <<Insert Address>>

4.4 We may alter the prices without prior notice, but if any prices increase between the date of a Booking and the date of the Event, the price increase for the Performance and the Fees will therefore not

4.5 All prices for a Performance in the Price List are shown inclusive of VAT.

4.6 If You state anything which We were not aware of when We previously quote a Fee, We will advise You of the revised Fee amount and ask You to proceed. Unless You confirm in writing that You do not accept the Booking by the revised Fee amount, We will not accept the Booking

4.7 [The Booking Form] [The Booking Form] [audience][guests] payable will be based on the estimate of the number of the Event, and the amount of the Fees estimated in the Price List. If, however, You notify Us at any time after You confirm to Us but before the date of the Event You notify Us of the estimated number, the amount of the Fees may be revised if the revised number is more than <<Percentage, e.g. 10%>> of our original estimate, and in that case Your revised estimate requested by You to Your Booking for the purpose of the Event]

4.8 [If the number of tickets sold attending the Event is more than <<Percentage, e.g. 10%>> of the last estimate You notified to Us, We reserve the right to charge an additional amount of Fees [where We have adapted the Price List to the increased number]. The total amount payable will then be the total amount that would be payable at the time of the Event. If We decide to charge an additional amount, We will tell you at

S

A

M

P

L

E

S

the Event and give
[or] [within <<Numb
will be due and pay
give it to You.]

additional amount [[at the Event]
days after the Event]]. That invoice
e.g. 7>> Business Days after We

4.9 [If the number of [t
previously estimate
Fees payable for th
previously estimate
reduction in Fees f
on request We will
whether to make ar
to You the amount k

ending the Event is less than You
if according to the Price List, the
less than for the number that You
You will not be entitled to any
e the number is significantly less,
ances and in Our discretion decide
if We do so decide We will repay
Fees]].

4.10 [The calculation of t
Us at Your Premise
period of time for w
Band during that tim
will advise You (wh
amount of time the
Band provides the P

in total time which will be spent by
loading, setting up/packing up, the
provided, all breaks taken by the
ne to and from Your Premises. We
nt of the Fees to apply) of the total
tion to the time during which the

5. Cancellation of the Perform

Rights

5.1 If, at any time after
cancel the Perform
be given as follows
follows.

advance for the Performance, You
he prior notice that We require to
keep some or all of those Fees as

5.2 You may cancel th
<<Insert Number, e
We will refund to Yo

charge if You give Us at least
e of the cancellation. If You do so
n advance.

5.3 If You give Us prio
least <<Insert sam
cancellation of the
financial loss that V
sub-Clause 5.3, Ou
declining a third
acceptance of Your

performance but do not give Us at
ause 5.2>> days prior notice of
entitled to charge You for any net
ncellation. [For the purpose of this
include any loss arising from Our
ld have accepted but for Our

EITHER

[[However, the can
total Fees for the Pe

limited to an amount equal to the

OR

[However, the canc

limited to an amount equal to:

5.3.1 100% of the
less than <<

formance where that prior notice is
days;

5.3.2 <<e.g. 80>>
notice is mo
<<insert num

the Performance where that prior
er, e.g. 7>> days but less than

5.3.3 <<e.g. 60>>
notice is mo
<<insert num

the Performance where that prior
er, e.g. 14>> days but less than

5.3.4 <<e.g. 50>>
notice is mo
<<insert num

the Performance where that prior
er, e.g. 21>> days but less than
d

A

M

P

L

E

S

5.3.5 <<e.g. 25>> notice is more than <<Insert same number as in clause 5.2>> days.]

the Performance where that prior notice is more than, e.g. 28>> days but less than <<Insert same number as in clause 5.2>> days.]

We will be entitled to charge You for the Performance in any sum(s) You paid in advance less any balance to You. Where the sum(s) paid in advance, You must pay Us within 7 days after You give Us prior notice to cancel the Performance.

We will be entitled to charge You for the Performance in any sum(s) You paid in advance less any balance to You. Where the sum(s) paid in advance, You must pay Us within 7 days after You give Us prior notice to cancel the Performance.

5.4 If, due to exceptional circumstances, including, but not limited to, illness, accidents, or bereavement, You or the person for whom the Event has been booked is unable to attend the Event due to non-availability of the Event, You cancel the Performance without giving Us notice, We will consider, in Our discretion, whether to waive any Fees under the above provisions.

If, due to exceptional circumstances, including, but not limited to, illness, accidents, or bereavement, You or the person for whom the Event has been booked is unable to attend the Event due to non-availability of the Event, You cancel the Performance without giving Us notice, We will consider, in Our discretion, whether to waive any Fees under the above provisions.

5.5 We may cancel a Booking for the Performance in the event that:

We may cancel a Booking for the Performance in the event that:

5.5.1 [We have notified You and the individuals who will be included in (or comprise) the Performance subject to sub-Clause 6.7, but one or more of the individuals becomes unavailable for any reason outside of Your reasonable control and, in accordance with sub-Clause 5.5.2, We do decide to cancel the Performance; or

5.5.1 [We have notified You and the individuals who will be included in (or comprise) the Performance subject to sub-Clause 6.7, but one or more of the individuals becomes unavailable for any reason outside of Your reasonable control and, in accordance with sub-Clause 5.5.2, We do decide to cancel the Performance; or

5.5.2 An event described in sub-Clause 5.5.1 below occurs and continues for more than 7 days; or

5.5.2 An event described in sub-Clause 5.5.1 below occurs and continues for more than 7 days; or

5.5.3 You have notified Us and we find that you are in breach of the Booking under sub-Clause 5.5.3; or

5.5.3 You have notified Us and we find that you are in breach of the Booking under sub-Clause 5.5.3; or

5.5.4 We find that you are in breach of the Booking under sub-Clause 5.5.4; or

5.5.4 We find that you are in breach of the Booking under sub-Clause 5.5.4; or

If We cancel the Performance in any of the circumstances We will have no liability to refund Fees or other payments made by You or any other person(s) in connection with the Performance except as above.

If We cancel the Performance in any of the circumstances We will have no liability to refund Fees or other payments made by You or any other person(s) in connection with the Performance except as above.

5.6 Prices for the Performance may change from time to time but We will endeavour to give You as much notice as possible of any such changes.

5.6 Prices for the Performance may change from time to time but We will endeavour to give You as much notice as possible of any such changes.

5.7 We may immediately cancel the Performance if:

5.7 We may immediately cancel the Performance if:

5.7.1 any act or omission of any person(s) at the Event in Our opinion renders the Performance impracticable; or

5.7.1 any act or omission of any person(s) at the Event in Our opinion renders the Performance impracticable; or

5.7.2 the venue for the Performance becomes unsafe, or it amounts to Our discretion to make the Performance outdoors and

5.7.2 the venue for the Performance becomes unsafe, or it amounts to Our discretion to make the Performance outdoors and

A

M

P

L

E

You do not have to plan to use an indoor area at Your Premises.

You will not be entitled to all or part of the Fees for the Performance not covered by each a case.

- 5.8 Where the contract Regulations give You in addition to the right You may for any reason Booking is made, by a date which is before requested Us to provide You may not cancel in accordance with this You must confirm this by this sub-clause 5.8 the Booking, We will Your cancellation letter Booking that We have

not made on Our Premises, the sub-Clause 5.8, and they will be above provisions of this Clause 5. during the 14 day period after the Performance to be provided on a period, and if You have expressly that 14 day period and We do so, nance and You must pay for it in st that Your Booking be cancelled, t to You. If You cancel as allowed dy made any payment(s) to Us for to You within 14 days of receiving the Performance covered by that

6. Further Details of Our Obligations

6. Further Details of Our Obligations relating to the Performance

- 6.1 The following will apply in addition to all details set out in these Terms and Conditions and the Booking Form.
- 6.2 We will provide the Performance in accordance with the following:
- 6.2.1 with reasonable care
 - 6.2.2 in accordance with any statutory and regulatory requirements;
 - 6.2.3 in accordance with any requirements of the particular type of Performance; and
 - 6.2.4 in a format which We decide unless We specifically provide confirmation to You before the Booking is made of any particular format for the Performance, in which case We will provide the confirmation. [If that confirmation states that We will provide a request list for particular items of Performance, then if at least <<14>> days before the Event, We will provide the request list for particular items of Performance, but We will have no obligation to provide the request list for requests received at the Event or later than <<14>> days before the Event];
- 6.3 We will ensure that the Band has public liability insurance cover [of at least £ [1,000,000]] for the Performance by the Band.
- 6.4 We will provide all the equipment for the Performance, in particular all musical instruments, amplifiers, microphones, extension cables, and any other equipment required for the Performance.
- 6.5 The Band will not be responsible for providing, lead, or supervise, any other individuals for the Performance.
- 6.6 We will ensure that the Band uses is maintained in good condition, and, wherever possible, that backup equipment is available for the Performance.
- 6.7 If We state that one or more individuals are to be included in (or to comprise) the Band for the Performance, We will be entitled to require those individuals to provide those individuals. However, We will be entitled to provide alternative individuals to them if for any reason beyond Our control one or more of those named individuals are unable to provide the Performance. In that case We agree that the standard of any alternative individuals will be of the same standard and

in addition to all details set out in the Booking Form.

We will provide the Performance in accordance with the following:

- 6.2.1 with reasonable care
- 6.2.2 in accordance with any statutory and regulatory requirements;
- 6.2.3 in accordance with any requirements of the particular type of Performance; and
- 6.2.4 in a format which We decide unless We specifically provide confirmation to You before the Booking is made of any particular format for the Performance, in which case We will provide the confirmation. [If that confirmation states that We will provide a request list for particular items of Performance, then if at least <<14>> days before the Event, We will provide the request list for particular items of Performance, but We will have no obligation to provide the request list for requests received at the Event or later than <<14>> days before the Event];

We will ensure that the Band has public liability insurance cover [of at least £ [1,000,000]] for the Performance by the Band.

We will provide all the equipment for the Performance, in particular all musical instruments, amplifiers, microphones, extension cables, and any other equipment required for the Performance.

The Band will not be responsible for providing, lead, or supervise, any other individuals for the Performance.

We will ensure that the Band uses is maintained in good condition, and, wherever possible, that backup equipment is available for the Performance.

If We state that one or more individuals are to be included in (or to comprise) the Band for the Performance, We will be entitled to require those individuals to provide those individuals. However, We will be entitled to provide alternative individuals to them if for any reason beyond Our control one or more of those named individuals are unable to provide the Performance. In that case We agree that the standard of any alternative individuals will be of the same standard and

S

competence [and he/she replaces.

ge of repertoire] as the individual

6.8 [If at any time You a for it as set out in beginning later than We have to begin t the Band arrive for at (or before) the Performance beyond the Booking Form, a the Band does not e

Performance later than the time agreed whether or not due to the Event (Booking Form), and consequently an that agreed time, then, if all of ready to provide the Performance not be obliged to extend the finishing the Performance set out in ed to any reduction in Fees where beyond that time.]

6.9 [If You request the Band agrees to do hourly rate (pro rata spends. The Band y [We will do so with That invoice will be Days after it is give Your request is due that the lateness is

the agreed finishing time and the amount of Fees calculated at Our t for the additional time the Bands or that amount [[at the Event] [or] Business Days after the Event]]. in <<Number, e.g. 7>> Business use 6.9 will apply whether or not ning or commencing late provided

6.10 [Where the period (excluding setting up 90, 120, 180,>> mi minutes each app Performance] OR [that break period] <<Period of Time, e

Band to provide the Performance ds a total of <<Period of Time, e.g. they wish take [two breaks of 20 period when they provide the approximately midway through], and s] shall be included in that total of es.]

6.11 [We will be respon which the Band bri cleaning or tidying Performance.]

f all equipment and other things out not for any other items or for remises after the provision of the

6.12 [We and the Band v at the Event) with other entertainment required to provide

operation and liaison (before and ou notify Us will be providing any e Event provided that We are not providing the Performance.]

6.13 [The Band will not b have allowed for the start time for the Pe finish time for the P

complete setting up sooner than We gin the Performance at the agreed taking down later than the agreed

6.14 [Where the venue 7.11 below, You fa accept the Booking affects the Band's p that We agreed it consequently We v not be entitled to an

alled, but, in breach of sub-Clause ng of that installation before We r prevents altogether or adversely ance over any or all of the period mance, You accept that risk, and n breach of contract and You will

6.15 [The Band will com volume level of any that doing so may unamplified instrum

request by You to adjust the sound e Band provided that You accept e Performance in particular any

6.16 [The Band may [n promotional materi requests contact or

cards, demo CDs/DVDs, or other y member of the audience who he Band.]

A

M

P

L

E

6.17 We will only make
Clause 1 above), and
be Your confirmation
Booking by You.

7. Your Obligations

You must ensure that:

7.1 Your Premises are
Band to provide the
other necessary licen
purposes of the Per

7.2 Your Premises are
date and time of the
Premises are ready
can unload, bring in

7.3 where the venue at
a back up plan to
conditions make it u
Performance outdo

7.4 [You are present fr
least the Start Time
Form] OR [the end

7.5 the venue is empty
equipment which t
available, set up an
Start Time of [the fi
that the Band can o
You accept that, as
Premises adjacent t

7.6 the following are av
the Performance:

7.6.1 a flat spac
comprising a
inches above
which is suit
Performance

7.6.2 [a [3]-foot w
the performa
side of the
mixing desk

7.6.3 [sufficient a
performance

7.6.4 suitable free
borne by Yo
up area to a
vehicle/s fro
at least [6
Performance

7.6.5 ramp or lift
Performance
space refer

le to a "Consumer" (as defined in
Booking Form will be deemed to
consumer". in connection with any

and are otherwise suitable for the
ny necessary live music and any
e security and supervision, for the

o provide the Performance on the
the Booking Form and that Your
at the agreed set up time so that it
y equipment from that time;

performance is outdoors, You have
t Your Premises where weather
unsuitable to begin or continue the

ted in the Booking Form until [at
Performance stated in the Booking

nd that any [PA system or other]
s is to be provided by You is
of at least [30] minutes up to the
nce stated in the Booking Form so
ound check before that Start Time.
may be audible in rooms at Your

Your Premises for the purposes of

of the venue at Your Premises
e which is between [12] and [36]
[9]-foot wide by [6]-foot deep and
up all equipment and provide the

space for a mixing desk [in front of
[end][side] of the venue] [to one
the facility to run cables from the
];

venue for dancing in front of the

arking for which the charges are
ximity] OR [[100] feet] of the set
and load equipment and park their
before the agreed Arrival Time until
agreed finishing time for the

arking area and the setup and
the Band's vehicle/s to the flat
);

S

7.6.6 such facilities including a power location [con] [a] reliable area][on the additional out is needed for

Band may reasonably require, an [15] feet from the Band's set up [r] [13][-amp circuit outlet[s] from g the wall of the performance connected loads, [plus [one]][two] circuit[s] for lighting where lighting

A

7.6.7 appropriate for longer th in parking, u such refresh hours befo arrangemen

and if they will be at Your Premises the Event (including time engaged k up equipment) [unless, where d, you have notified Us at least 48 t the Band can make other

7.7 [neither You nor an or interfere with an Band without the permission will be g for any aspect of the

g the Event gains access to, uses, equipment belonging to Us or the sion. You cannot assume that person to use any such equipment]

M

7.8 [where the total per (excluding setting u 120>> minutes, and during that period, previously expressl break. Such an ag which the Performa

the Band to provide the Performance ds <<Period of Time, e.g. 60, 90, ke a break of 20 minutes or more em to do so if We and You have ested break and the length of the ncluded as part of the period for

7.9 if You or any other causes damage to You must reimburs property up to a ma

and) at Your Premises negligently erty belonging to Us or the Band, airing/replacing the equipment or [5],000 for all items;

7.10 [You do not, and reproduce, or trans whatsoever any of expressly agree in v

person at the Event to record, n any manner or by any means e, unless and except as We may

P

7.11 [where the venue h Form] in writing of t to enable Us to de basis;].

ed, You advise Us [in the Booking u submit/return the Booking Form, e will accept the Booking on that

8. Events Beyond Our Reas

8.1 We will not be liab under the contract r

lay in performing Our obligations beyond Our reasonable control.

8.2 If any event descri adversely affect Ou will try to inform Yo suspended when th will be extended ad may suggest an Performance avail Performance which full the Fees that Yo

8.1 occurs that does or is likely to obligations under the contract, We ly possible, Our obligations will be time limits that We are bound by You when that event is over and time when We can make the out liability to Us, cancel the o that event, and We will refund in e Performance.

9. Limitation of Liability

9.1 We will be respon suffer as a result o

the loss or damage that You may rms and Conditions or as a result

E

S

of Our negligence or the foreseeable consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any

foreseeable if it is an obvious consequence of Our negligence or if it is contemplated by You and Us when Our contract is made. We will not be responsible for any

9.2 We provide and supply the Performance to You only for Your personal and private use/purpose and not for any loss of profit, loss of business, interruption of business, or loss of business opportunity.

You only for Your personal and private use/purpose and not for any loss of profit, loss of business, interruption of business, or loss of business opportunity.

9.3 Whilst we endeavour to provide a Performance comprising the Performance for the [guests][audience] at the Event, and We endeavour to cater for the age range of [guests][audience] and musical taste/skills, We will not be responsible or liable for any loss or injury to any person for whom the Event is arranged, or any other person attending the Performance.

Whilst we endeavour to provide a Performance comprising the Performance for the [guests][audience] at the Event, and We endeavour to cater for the age range of [guests][audience] and musical taste/skills, We will not be responsible or liable for any loss or injury to any person for whom the Event is arranged, or any other person attending the Performance.

9.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury that of Our employees or contractors) or for fraud or fraudulent misrepresentation.

Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury that of Our employees or contractors) or for fraud or fraudulent misrepresentation.

9.5 Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or restrict any of Our duties or obligations to You, or Your rights or remedies available to You, under:

Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or restrict any of Our duties or obligations to You, or Your rights or remedies available to You, under:

- 9.5.1 the Consumer Rights Act 2015
- 9.5.2 the Regulations made under the Consumer Rights Act 2015
- 9.5.3 the Consumer Protection (Cancellation Rights in Contracts) Regulations 2014
- 9.5.4 any other consumer protection legislation as that legislation is amended, replaced or replaced.

Furthermore, if you are a consumer as defined by the Consumer Rights Act 2015, or a consumer as defined by any other consumer protection legislation, nothing in these Conditions is intended to or will exclude, limit, prejudice or restrict any of Our duties or obligations to You, or Your rights or remedies available to You, under:

For more details of your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

For more details of your rights, please refer to Your local Citizens' Advice Bureau or Trading Standards.

10. Changes to Terms and Conditions

We may from time to time amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such amendments.

We may from time to time amend these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such amendments.

11. How We Use Your Personal Information (Data Protection)

11.1 To the extent that You provide Us with personal information, You warrant that that personal information is accurate, complete and up to date.

(Data Protection)

To the extent that You provide Us with personal information, You warrant that that personal information is accurate, complete and up to date.

11.2 For complete details of how We use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, please refer to Our Privacy Policy [insert location/name of person] OR [attach as an appendix to these Terms and Conditions]

For complete details of how We use your personal data including the purpose(s) for which personal data is used, the legal basis for processing it, details of Your rights and how to exercise them, please refer to Our Privacy Policy [insert location/name of person] OR [attach as an appendix to these Terms and Conditions]

12. Regulations

We are required by the Regulations to make certain information available to You as part of the process of making Our contract with You (i.e. before We accept Your offer to make Our contract with You) and Your payment of the Deposit. If certain information is already apparent from the context of the transaction or We will make it available to You

We are required by the Regulations to make certain information available to You as part of the process of making Our contract with You (i.e. before We accept Your offer to make Our contract with You) and Your payment of the Deposit. If certain information is already apparent from the context of the transaction or We will make it available to You

A

M

P

L

E

before We accept Your Regulations, be part of the

information will, as required by the Regulations, be provided to You as a Consumer.

13. Information

As required by the Regulations

13.1 all of the information requested by You; and

13.2 any other information requested by You about the Performance or Our Services, which We will take into account when deciding to accept or decline Your Booking or when making a decision about the Performance.

These Terms and Conditions will be part of the terms of Contract between Us and You as a Consumer.

14. Complaints and Feedback

We always welcome feedback and We always use all reasonable endeavours to ensure that our Client and that Our Performance is enjoyable, We nevertheless do not accept liability for any complaint. If You have any complaint about Us, please raise the complaint with Us. The contact details can be contacted by [«Insert Name of Person to Contact»] who can be contacted by [«Insert Email or Post»].

15. Miscellaneous

15.1 No failure or delay in performing any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a right under these Terms and Conditions means that We or You have agreed to a subsequent breach of the same or any other provision.

15.2 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the Terms and Conditions shall not be affected.

16. Law and Jurisdiction

16.1 These Terms and Conditions and the relationship between you and Us (whether you are a Consumer or not) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

16.2 As a consumer, you acknowledge that Clause 16.1 above takes away or restricts those provisions of the law in your country of residence which would otherwise reduce your rights.

16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a Consumer or not) shall be subject to the jurisdiction of the courts of England and Wales, or Northern Ireland, as determined by your residency.

[Attachment]

Notes:

(1) Client accepts and agrees that the Booking is non-refundable and return of this completed Booking

S

Form to Musicians will be their Terms and Conditions which are [attached]

Book the Performance on the Terms and Conditions [made available] to Client].

(2) Thereafter, only if and when the Booking Form signed by Musicians with the Deposit is submitted to Client, a copy of it will there be a contract.

only signed and submitted by Client to the Musicians and they return to Client the Booking Form for the Performance.

(3) The details marked "(Musicians to complete)" are to be inserted by Musicians, with the remainder to be completed by Client. Musicians sign and return the Booking Form to Client.

are to be inserted by Musicians, with the remainder to be completed by Client. Musicians sign and return the Booking Form to Client.

(4) Additional information/requirements set out in this Booking Form will have effect as part of the Booking Form. However, if Musicians do not agree to any of the information or requirements set out in this Booking Form, they will advise Client before they accept the requested booking.

Additional information/requirements set out in this Booking Form will have effect as part of the Booking Form. However, if Musicians do not agree to any of the information or requirements set out in this Booking Form, they will advise Client before they accept the requested booking.

1. Name of the Musicians ("Musicians") (as per heading in Terms and Conditions):	te>>
2. Address of Musicians as per heading in Terms and Conditions:	te>>
3. Full name of Client :	
4. Full address of Client: Mobile or other phone number of Client:	
5. Address of Premises where venue for Event located: Phone number of venue:	
6. Nature/description of venue and state if indoors or outdoors:	
7. If venue is outdoors, what is indoor back-up venue location, if any, in case of bad weather:	Immediately adjoining primary location: Far from primary location:
8. Nature of Event (e.g.	

A

M

P

L

E

	wedding celebration at a hotel):
9.	Format of Event (e.g. dancing, background):
10.	Date of Event:
11.	Arrival Time: Set up by (Time): Start Time(s) for Performance: [Set One:] [Set Two:]
12.	Finishing Time for Performance:
13.	Will Client request particular music items?
14.	Total Fees including VAT payable (at least [14] days before date of Event):
15.	Deposit amount (usually 25%) to be enclosed/paid on date of submitting this form:
16.	Estimated number of guests/audience:
17.	Time when Band to arrive at venue to park/unload :
18.	Names of any third parties providing services at Event with whom Band is to liaise/cooperate:
19.	Is there a sound limiter at the venue:

S

A

M

P

L

E

lete>>
e>>
te>>

20.	[Age range of audience:]
21.	[Musical styles/tastes to be catered for or other musical content requirements:]
22.	[Will the type of music or specific music in "21" need to be the only music played by Band or may other musical styles/ tastes/content be included?]
23.	Recorded music to be played in interval or at other time/s:
24.	[Equipment or other items to be provided by Client:]
25.	Additional information / requirements of Client:
Signed by the Client:	
Dated by Client:	
Booking confirmed Signed by (Name) on behalf of Musicians:	
Dated by Musicians:	

S

A

M

P

L

E