

## HIRING A BAND OF BAND>>

which apply to provision by the  
Band known as <<Insert Name of  
er” as defined by the Consumer

the context otherwise requires, the meanings:

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

it (made as set out in these Terms and  
ance for an Event;

from [attached to these Terms and  
available] [provided] by Us to You]  
particular Performance and the Event,  
ish times of the Performance;

ide, craft, or profession carried on by  
organisation;

y inclusive excluding bank and public

books a Performance wholly or mainly  
business;

islation in force from time to time in the  
le to data protection and privacy  
to, the UK GDPR (the retained EU law  
Data Protection Regulation ((EU)  
part of the law of England and Wales,  
eland by virtue of section 3 of the  
(Amendment) Act 2018); the Data Protection  
is made thereunder); and the Privacy  
Regulations 2003 as

ent stated in the Booking Form, being

anged by You taking place at Your  
provide the Performance [as a part of

including any VAT due thereon  
(as of Our Price List) payable for the  
all expenses;

**“Line Up”**

**“Musicians”**

**“Performance”**

**“Price List”**

**“We/Us/Our”**

**“You/Your”**

**“Your Premises”**

1.2 Unless the context of these Terms and Conditions to:

1.2.1 “these Terms and Conditions; and

1.2.2 a Clause or Clauses of these Terms and Conditions;

1.3 The headings used in these Terms and Conditions shall not affect the meaning of these Terms and Conditions;

1.4 Words signifying the singular shall include the plural and vice versa;

1.5 References to any gender shall include the other gender;

1.6 References to persons shall include corporations; and

1.7 References to “written”, “in writing”, “hand”, and “electronic message,” or other similar expressions, includes letter by post or otherwise sent by e-mail, fax, [text

## **2. Booking Procedure**

2.1 We will not reserve a particular time/date slot to provide the Performance unless and until You make a Booking and pay the Fees;

2.2 You may make a Booking by completing the enquiry form on the Website, by e-mail, by fax, or by post. When We receive Your enquiry, We will respond to let You know whether We are able to provide the Performance that You require, at the time, and at the place required, We will inform You of the Fees payable based on the information You have provided and ask you to complete the Booking

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- Form [attached]. [You may use the Booking Form or the Booking Form or the Booking Form]
- 2.3 If You would then make a Booking, You must within <<Number, e.g. 3>> Business Days after we have responded to Your enquiry, return the Booking Form to Us and also pay Us the Deposit when you return the Booking Form to Us.
- 2.4 You are responsible for the information on the Booking Form. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by such information. You must provide us with accurate and complete information.
- 2.5 If You communicate with Us other than in the Booking Form, it will not have any effect on the Booking contract between Us and You, whether or not it contains any matter or detail [in the enquiry form on Our website or by phone or in person or in writing, unless We specifically state otherwise]. These Terms will apply to the Booking.
- 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.
- 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 on these Terms and Conditions for the particular Performance. The details of the Booking, but not the Terms, will be for Us to decide in Our absolute discretion.
- 2.8 We may in Our discretion return the completed Booking Form to You, even if the time when You return the Booking Form is later than the end of the period specified in sub-Clause 2.3.
- 2.9 We will respond to You within <<Number, e.g. 2, 3, 4 or 5>> Business Days after receiving Your Deposit by either accepting Your offer (i.e. confirming the Booking) or by declining it. If We decline it, We will accept Your Deposit to You in full and will not be liable for any other claim or offer.
- 2.10 Only if and when You return the Booking Form and pay the Deposit (and balance of Fees) (and We have responded by accepting the Booking requested in the Booking Form) will there be a binding contract between You and Us.

### 3. Changes to Booking Details

You may request changes to the Booking Details. We shall endeavour to accommodate such changes, but We shall be under no obligation to do so. If We do agree to amend the Fees as a result of such changes, We will notify You of any such changes within <<Number, e.g. 3>> Business Days of receiving the request.

- 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 agree to the original Fees agreed and without the need for any further action.
- 3.2 If You are not willing to accept the amended Fees, You may confirm to Us in writing that You do not accept the amended Fees. In this case, the original Fees agreed and without the need for any further action.
- 3.2.1 If You do not accept the amended Fees, You may confirm to Us in writing that You do not accept the amended Fees. In this case, the original Fees agreed and without the need for any further action.

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ations within <<Number, e.g. 3>>  
 ment to Fees, the Booking shall  
 nance at the original Fees agreed

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- You must pay Us the balance of the Fees <<14>> calendar days before the  
 <<14>> calendar days before the  
 due date of the Fees with the Deposit  
 Requesting Form to Us. We will issue a  
 valid VAT thereon against which

- that We fully and correctly provide

- finance using any of the following

- ## Order By Phone or Using Our Online

- ## CS or CHAPS transfer into Our

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- Without prior notice, but if any prices  
are a Booking and the date of the  
you and the Fees will therefore not

- Price List are shown [inclusive of  
ed and payable at the applicable

- which We were not aware of when the Fee was payable and We decide that it is appropriate to advise You of the revised Fee amount and to proceed. Unless You confirm in writing within 10 business days of the date of this letter of the revised Fee amount, We will proceed with the original Fee amount.

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- ate of the number of the audience  
of the Fees payable will be based  
lf, however, at any time after You  
ne date of the Event You notify Us  
r, the amount of the Fees may be  
is more than <<Percentage, e.g.  
e, and in that case Your revised  
to Your Booking for the purposes

- # E

- ding the Event is more than  
last estimate You notified to Us,  
tional amount of Fees [where We  
the increased number]. The total  
ill then be the total amount that

would be payable at the Event. If We do not attend the Event and give notice to You [or] [within <<Number>> Business Days after the Event] the invoice will be due and payable by You. We will give it to You.]

4.9 [If the number of the actual number attending the Event is less than the number estimated and advised to You in advance, the Fees payable for the number of the actual number attending the Event shall be the same as for the number previously estimated. You will not be entitled to any reduction in Fees for the number of the actual number attending the Event on request. We may, at Our discretion, decide whether to make any reduction in Fees, and if We do, we will repay to You the amount by which We reduce the Fees.]

4.10 [The calculation of the Fees shall be based on the total time which will be spent by the Band during that time, including loading, setting up/packing up, the period of time for which the Band is provided, all breaks taken by the Band, and the time to and from Your Premises. We shall advise You (whether in advance or at the time) of the amount of time the Band provides the Performance, and the amount of time the Band provides the Performance.]

## 5. Cancellation of the Performance

5.1 If, at any time after the Performance has been booked, You cancel the Performance, the Fees shall be given as follows:

5.2 You may cancel the Performance if You give Us at least <<Insert Number, e.g. 30>> days prior notice of the cancellation. We will refund to You <<Insert percentage, e.g. 50>>% of the Fees for the Performance.

5.3 If You give Us prior notice of the cancellation of the Performance but do not give Us at least <<Insert same number as in clause 5.2>> days prior notice of the cancellation, We are entitled to charge You for any net financial loss that We suffer as a result of the cancellation. [For the purpose of this sub-Clause 5.3, Our net financial loss shall include any loss arising from Our declining a third party offer to perform which We would have accepted but for Our cancellation of the Performance.]

### EITHER

[However, the cancellation charge shall be limited to an amount equal to <<insert percentage, e.g. 130>>% of the Fees for the Performance.]

### OR

[However, the cancellation charge shall be limited to an amount equal to:

5.3.1 100% of the Fees for the Performance where that prior notice is less than <<insert number, e.g. 14>> days;

5.3.2 <<e.g. 90>>% of the Fees for the Performance where that prior notice is more than <<insert number, e.g. 14>> days but less than <<insert number, e.g. 28>> days;

5.3.3 <<e.g. 80>>% of the Fees for the Performance where that prior notice is more than <<insert number, e.g. 28>> days but less than <<insert number, e.g. 90>> days.]

st for the actual number attending the Event. If We do not attend the Event and give notice to You [or] [within <<Number>> Business Days after the Event] the invoice will be due and payable by You. We will give it to You.]

Event is less than You previously estimated and advised to You in advance, the Fees payable for the number of the actual number attending the Event shall be the same as for the number previously estimated. You will not be entitled to any reduction in Fees for the number of the actual number attending the Event on request. We may, at Our discretion, decide whether to make any reduction in Fees, and if We do, we will repay to You the amount by which We reduce the Fees.]

n total time which will be spent by the Band during that time, including loading, setting up/packing up, the period of time for which the Band is provided, all breaks taken by the Band, and the time to and from Your Premises. We shall advise You (whether in advance or at the time) of the amount of time the Band provides the Performance, and the amount of time the Band provides the Performance.]

advance for the Performance, You shall be given the prior notice that We require to cancel the Performance. We will keep some or all of those Fees as a cancellation charge.

charge if You give Us at least <<Insert Number, e.g. 30>> days prior notice of the cancellation. If You do so, We will refund to You <<Insert percentage, e.g. 50>>% of the Fees for the Performance.

performance but do not give Us at least <<Insert same number as in clause 5.2>> days prior notice of the cancellation, We are entitled to charge You for any net financial loss that We suffer as a result of the cancellation. [For the purpose of this sub-Clause 5.3, Our net financial loss shall include any loss arising from Our declining a third party offer to perform which We would have accepted but for Our cancellation of the Performance.]

limited to an amount equal to <<insert percentage, e.g. 130>>% of the Fees for the Performance.]

limited to an amount equal to:

Performance where that prior notice is less than <<insert number, e.g. 14>> days;

the Performance where that prior notice is more than <<insert number, e.g. 14>> days but less than <<insert number, e.g. 28>> days;

the Performance where that prior notice is more than <<insert number, e.g. 28>> days but less than <<insert number, e.g. 90>> days.]

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5.3.4 <<e.g. 70>>  
notice is m  
<<insert num

the Performance where that prior  
er, e.g. 35>> days but less than  
d

5.3.5 <<e.g. 60>>  
notice is m  
<<insert sar

the Performance where that prior  
er, e.g. 42>> days but less than  
se 5.2>> days.]

We will be entitled t  
for the Performanc  
charge under this s  
will be liable to pay  
notice to cancel the

n any sum(s) You paid in advance  
any balance to You. Where the  
such sum(s) paid in advance, You  
in 7 days after You give Us prior

5.4 We may cancel a B  
Performance in the

e the time and date booked for the

5.4.1 [We have a  
included in  
one or more  
reason and  
alternatives  
wish to acce

re named individuals are to be  
d providing the Performance, but  
uals becomes unavailable for any  
sub-Clause 6.7) We propose  
one or more of whom You do not

5.4.2 An event de  
more than <

8 below occurs and continues for  
r

5.4.3 You have no  
case, You w  
would be lia  
5.3 at the tin

e and payable by that time. In that  
if, and to the same extent as You  
ed the Booking under sub-Clause  
sub-Clause 5.4.3; or

5.4.4 We find tha  
Rights Act 2

r" (as defined by the Consumer

If We cancel the Pe  
except as follows.

mstances We will have no liability

Where that cancel  
before the time and  
cancellation is unde  
You have paid Us f  
We cannot reasona

<Insert Number, e.g. 14>> days  
formance, then, except where the  
will refund to You in full the Fees  
any costs We have incurred which

5.5 If less than <<Insert  
5.4>> days before  
are a "Consumer"  
without liability to Y  
You will be entitled  
paid as is equal t  
cancellation.

s in final paragraph of sub-Clause  
the Performance We find that You  
sumer Rights Act 2015) We may  
and the Performance forthwith and  
n amount of such part of the Fees  
es We save as a result of that

5.6 Prices for the Perfo  
try to give You as m

ange from time to time but We will  
ble of any such changes.

5.7 We may immediate

the Performance if:

5.7.1 any act or  
opinion rend  
to Your brea

any person at the Event in Our  
ne Band to continue or it amounts  
conditions; or

5.7.2 the venue  
impracticabl

ther conditions make it unsafe,  
de the Performance outdoors and

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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 such a case.

## 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:

6.2.1 with reasonable care;

6.2.2 in accordance with any statutory and regulatory requirements;

6.2.3 in accordance with the particular type of Performance required as specified in the Booking Form; and

6.2.4 in a format and manner that We decide unless We specifically agree otherwise before the Booking is made of any particular format, in which case We will provide the Performance in that format. [If that confirmation request list for particular items of music, but We will have no obligation to provide more than the requests received at the Event or less than <<14>> days before the Event];

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

6.4 We will provide all musical instruments, amplifiers, extension cables, and any other items specified in the Booking Form, in particular all musical instruments, [PA system,] lighting, power cables, and any other items specified in the Booking Form.

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

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

6.7 If We state that one or more individuals (or to provide those individuals. However, We will be entitled to provide alternatives to them if for any reason one or more individuals become unavailable at any time to provide the Performance, We agree that any alternative individual will be of equivalent competence [and have as good a reputation as the original individual] /she replaces.

6.8 [If at any time You agree to the Performance later than the time agreed in the Booking Form, whether or not due to the Event beginning later than the agreed time, then, if all of the Band arrive for the Performance ready to provide the Performance at (or before) the agreed time, We will not be obliged to extend the Performance beyond the agreed finishing time and the amount of Fees calculated at Our Booking Form, and consequently We will not be obliged to extend the Performance beyond that time.]

6.9 [If You request the Performance later than the time agreed in the Booking Form, whether or not due to the Event beginning later than the agreed time, then, if all of the Band arrive for the Performance ready to provide the Performance at (or before) the agreed time, We will not be obliged to extend the Performance beyond the agreed finishing time and the amount of Fees calculated at Our Booking Form, and consequently We will not be obliged to extend the Performance beyond that time.]

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6.17 We will only make defined in Clause 1 deemed to be Your

You must ensure that:

7.2 Your Premises are \_\_\_\_\_  
date and time of the \_\_\_\_\_

to provide the Performance on the  
the Booking Form and that Your



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Premises are ready to unload, bring in

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

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

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

7.6 the following are available for the Performance:

7.6.1 a flat space comprising inches above which is suitable for Performance

7.6.2 [a [3]-foot wide the performance side of the mixing desk

7.6.3 [sufficient area for performance

7.6.4 suitable free borne by You up area to a vehicle from at least [6 Performance

7.6.5 ramp or lift Performance referred to in

7.6.6 such facilities including a p location [co [a] reliable area][on the additional o is needed for

7.6.7 appropriate for longer th in parking, u such refresh 48 hours b arrangement

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

and that any PA system or other s is to be provided by You is of at least [30] minutes up to the ce stated in the Booking Form so und 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

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

parking area and the setup and ne Band's vehicle to the flat space

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

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

- 7.7 [neither You nor any other person shall use, or interfere with any equipment belonging to Us or the Band without the express written permission of Us. You cannot assume that such person to use any such equipment for any other purpose;]
- 7.8 [where the total period of the Performance (excluding setting up and packing down) exceeds <<Period of Time, e.g. 60, 90, 120>> minutes, and during that period, You must take a break of 20 minutes or more, unless and except as We may previously expressly agreed in writing, You must take a break of 20 minutes or more. Such an agreed break and the length of the break shall be included as part of the period for which the Performance is booked;]
- 7.9 if You or any other person negligently causes damage to any property belonging to Us or the Band, You must reimburse Us the cost of repairing/replacing the equipment or property up to a maximum of £5,000 for all items;
- 7.10 [You do not, and shall not, in any manner or by any means, reproduce, or transmit, in any manner, whatsoever any of the Performance, unless and except as We may expressly agree in writing;]
- 7.11 [You do not use, or shall not use, any text, image or other material to promote the Event, unless with our prior written consent;]
- 7.12 [where the venue has a Booking Form, You advise Us [in the Booking Form] in writing of the details of the Event to enable Us to decide whether or not We will accept the Booking on that basis;]
- 8. Events Beyond Our Reasonable Control**
- 8.1 We will not be liable for any delay in performing Our obligations under the contract beyond Our reasonable control.
- 8.2 If any event described in sub-Clause 8.1 occurs that does or is likely to adversely affect Our obligations under the contract, We will try to inform You as soon as it is reasonably possible. Our obligations will be suspended when the event occurs and will be extended accordingly when that event is over and may suggest an alternative time when We can make the Performance available.
- 9. Limitation of Liability**
- 9.1 Nothing in these Terms shall be intended to or will exclude or limit Our liability to You for:
- 9.1.1 death or personal injury caused by Our negligence (including that of Our employees or agents); or
- 9.1.2 fraud or fraudulent misrepresentation.
- 9.2 Subject to and except as provided in sub-Clause 9.1, We shall not be liable whether in contract or in tort (including negligence) or for breach of statutory duty, or in any other way, for:
- 9.2.1 direct, special, consequential, or other claim, damage, cost, expense, loss, or business, business opportunity, savings, publicity, advertising, or other loss, damage, cost, expense, or loss, whether it is actual or anticipated; or

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reputation, good  
9.2.2 special, individual  
claim which

9.3 Subject to and except  
prejudice to the extent  
liable to You for a  
contract, tort (including  
other way shall not  
(negligent or otherwise)  
whichever is the greater

9.3.1 £<<Insert Sum

9.3.2 an amount equal to

9.4 We will not be liable  
Performance where  
reasonable control.

9.5 Each of the various  
9 shall be deemed to

## 10. Changes to Terms and Conditions

We may from time to time  
notice, but We will use Our  
reasonably possible of any

## 11. [Data Protection]

For complete details of Our  
data including, but not limited  
legal basis or bases for use  
and personal data sharing  
[available from <<insert name

## 12. [Data Processing]

12.1 In this Clause 12 a  
subject", "data controller"  
have the meaning of

12.2 [All personal data  
Terms and Conditions  
Data Processing Agreement  
personal data is processed

OR

12.2 [Both Parties shall  
out in the Data Protection  
and Conditions shall  
Protection Legislation  
obligations.

12.3 For the purposes of  
these Terms and Conditions  
"Data Controller".

12.4 The type(s) of personal  
processing, and the  
to the Booking Form

reputation, good  
s, damage, cost, expense or other  
9.2.1.

within sub-Clause 9.1, and without  
under sub-Clause 9.2, where we are  
maximum liability to You whether in  
breach of statutory duty or in any  
exceed in aggregate for any and all  
in connection with the contract

payable and/or paid for the Booking.

provide or delay in providing a  
s due to any cause beyond Our

ns of liability set out in this Clause

and Conditions without giving You  
ours to inform You as soon as is

storage, and retention of personal  
for which personal data is used, the  
rights and how to exercise them,  
please refer to Our Privacy Notice  
[location]>>].]

Conditions, "personal data", "data  
and "personal data breach" shall  
ction Legislation.

on Your behalf, subject to these  
in accordance with the terms of a  
the Parties shall enter before any

the data protection requirements set  
under this Clause 12 nor these Terms  
any obligations set out in the Data  
move or replace any of those

islation and for this Clause 12 and  
Data Processor" and You are the

the, nature and purpose of the  
ing shall be set out in a Schedule

12.5 The Data Controller shall ensure that all necessary consents and notices required for the transfer of personal data to the Data Processor for the purposes set out in the Schedule to the Booking Form.

12.6 The Data Processor shall ensure that it complies with its obligations under these Terms and Conditions and the following:

12.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data; the Data Processor shall promptly notify the Data Controller if it is prohibited from doing so by law;

12.6.2 Ensure that it implements appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data from unlawful processing, accidental loss, damage or destruction, taking into account the potential harm resulting from such events, taking into account the current state of technology and the cost of implementing those measures; those measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Booking Form;

12.6.3 Ensure that it does not disclose the personal data (whether by law or otherwise) are contractually obliged to keep the personal data confidential;

12.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

12.6.4.1 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;

12.6.4.2 The Data Processor has enforceable rights and obligations;

12.6.4.3 The Data Processor complies with its obligations under applicable legislation, providing an adequate level of protection for any and all personal data so transferred;

12.6.4.4 The Data Processor complies with all reasonable requirements advanced by the Data Controller with respect to the protection of the personal data.

12.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable data protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

12.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;

12.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller unless it is required by law to retain any such data;

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shall ensure that it complies with its obligations under these Terms and Conditions and the following:

12.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data; the Data Processor shall promptly notify the Data Controller if it is prohibited from doing so by law;

12.6.2 Ensure that it implements appropriate technical and organisational measures (as determined by the Data Controller) to protect the personal data from unlawful processing, accidental loss, damage or destruction, taking into account the potential harm resulting from such events, taking into account the current state of technology and the cost of implementing those measures; those measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Booking Form;

12.6.3 Ensure that it does not disclose the personal data (whether by law or otherwise) are contractually obliged to keep the personal data confidential;

12.6.4 Not transfer the personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

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12.6.4.2 The Data Processor has enforceable rights and obligations;

12.6.4.3 The Data Processor complies with its obligations under applicable legislation, providing an adequate level of protection for any and all personal data so transferred;

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12.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable data protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);

12.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;

12.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller unless it is required by law to retain any such data;

- 12.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Data Controller or any other person designated by the Data Controller.
- 12.7 [The Data Processor shall ensure that it and any of its subcontractors comply with all of its obligations with respect to the processing of personal data under this Clause 12]
- OR**
- 12.7 [The Data Processor shall ensure that it and any of its subcontractors comply with all of its obligations to a subcontractor with respect to the processing of personal data under this Clause 12 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a subcontractor, the Data Controller shall ensure that the subcontractor, which shall be subject to the same obligations as are imposed on the Data Processor under Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and
- 12.7.1 Enter into a subcontract with the subcontractor, which shall be subject to the same obligations as are imposed on the Data Processor under Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and
- 12.7.2 Ensure that the subcontractor complies fully with its obligations under the Data Protection Legislation.]
- 12.8 Either Party may, at any time, on <<insert period, e.g. 30 calendar days>> notice, alter these Terms and Conditions, replacing them with similar terms that for the avoidance of doubt shall apply when relevant to the processing of personal data.
- 12.9 [To the extent that the Data Processor processes personal information, You warrant that that personal information is accurate, complete and up to date.]
- 13. Complaints and Feedback**
- We always welcome feedback and will make every endeavour to ensure that your experience of dealing with Us is a positive one. If you have any cause for complaint, or any other complaint about Us, please contact our Customer Contact<> who can be contacted by email at <<insert email address>> or by phone at <<insert phone number>>.
- 14. Miscellaneous**
- 14.1 No failure or delay in performance of these Terms and Conditions shall constitute a breach of these Terms and Conditions by Us or You of a material nature, unless it means that We or You are in breach of any other provision.
- 14.2 If any provision of these Terms and Conditions is held by any competent court of law to be invalid, the whole or in part the validity of the remaining provisions of these Terms and Conditions and the remainder of the contract shall not be affected.
- 14.3 You will not be entitled to set off or counterclaim against Us in respect of any claim or contract or any other obligation of any kind.
- 14.4 Subject to the following provisions, the contract will be personal to the parties. Neither Party shall assign, sub-contract or otherwise delegate any of its obligations under these Terms and Conditions without the written consent of the other party, which consent shall not be unreasonably withheld.

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such consent not to  
obligations under  
contractors. Any  
purposes of the con

held. We may perform any of Our  
suitably qualified and skilled sub-  
each sub-contractor shall, for the  
Our act or omission.

14.5 Nothing in these Te  
and accordingly th  
apply to the contrac

l confer rights on any third parties  
(Third Parties) Act 1999 shall not

14.6 Subject to Clause  
the transferee, succ

shall continue and be binding on  
ther You or Us as required.

## 15. Entire Agreement

15.1 [Subject to Clause  
Conditions contain  
their subject matte  
writing signed by th

Booking Form and these Terms and  
between the parties with respect to  
ified except by an instrument in  
entatives of the parties.

15.2 Each party acknow  
any representation,  
in the Booking Fo  
warranties or other  
the fullest extent pe

to the contract, it does not rely on  
sion except as expressly provided  
d Conditions, and all conditions,  
e or common law are excluded to

## 16. Law and Jurisdiction

16.1 These Terms and  
(whether contractu  
accordance with En

relationship between You and Us  
e governed by, and construed in

16.2 Any dispute, contro  
to these Terms an  
subject to the exclu

claim between You and Us relating  
contractual or otherwise) shall be  
urts of England.

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### Notes:

(1) Client accepts and agrees that  
Form to Musicians will be their  
Conditions which are [attached]

and return of this completed Booking  
Book the Performance on the Terms and  
[made available] to Client].

(2) Thereafter, only if and when th  
Musicians with the Deposit) is  
of it to Client will there be a con

ly signed and submitted by Client to  
f of Musicians and they return a copy  
d Client for the Performance.

(3) The details marked "(Musicians  
the remainder to be completed  
Musicians.

are to be inserted by Musicians, with  
signs and return the Booking Form to

(4) Musicians will not be bound by  
communicated by Client to Mus

to meet any requirements if they are  
he except as follows.

(5) Additional information/requirem  
Form will have effect as part  
Musicians do not agree to any  
Booking Form, they will advise

icians by being set out in this Booking  
Musicians and Client. However, if  
mation or requirements set out in this  
ept the requested booking.

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1.	Name of the Musicians ("Musicians") (as per heading in Terms and Conditions):		ete>>
2.	Address of Musicians as per heading in Terms and Conditions:		ete>>
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:		ately adjoining primary location:  far from primary location:
8.	Nature of Event (e.g. entertainment for commercial/charity entity at a pub, hotel, restaurant, concert hall):		
9.	Format of Event (e.g. concert, dance, background):		
10.	Date of Event:		
11.	Time when Band to arrive at venue to park/unload:		ete>>
12.	Set up by (Time):		ete>>

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Start Time(s) for Performance:  [Set One:]  [Set Two:]		
13. Finishing Time for Performance:		
14. Will Client request particular music items?		
15. Total Fees [and VAT thereon] payable (at least [14] days before date of Event):	[<< >>]	ete>>
16. Deposit amount (usually 25%) to be enclosed/paid on date of submitting this form:		ete>>
17. Estimated number of audience:		
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:		
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. Any recorded music to be played in interval or at		

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	other time/s:
24.	Equipment or other items to be provided by Client:
25.	[Number of complimentary tickets, if any, to be provided for individuals accompanying /guests of the Band:]
26.	Additional information/ requirements of Client:
Signed [by] [on behalf of] the Client:	
Dated by Client:	
Booking confirmed Signed by  (Name) .....  on behalf of Musicians:	
Dated by Musicians:	

**[SCHEDULE TO BOOKING FORM]**  
*Attach a Schedule to this Booking Form as part of the Terms and Conditions, in the alternative short form 12.2.*  
*Note: Musicians should pre-consult the Client on the matters detailed in Clause 12.2.8 before giving the Booking Form to the Client to sign.*

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*the matters detailed in Clause 12.2.8 are included (rather than just the matters detailed in Clause 12.2.8) before giving the Booking Form to the Client to sign.*