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MUSICIANS (B EMENT (B2B)

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Insert Full Names of the Musicians>> whose main trading address is c/o <<Insert Name of one of the Musicians>> ("Us") and
- (2) <<Name of Client>> [a company registered in <<Country of Registration>> under company number <<Company Registration Number>>] OR [of <<insert Address>> ("You")]

WHEREAS:

- (1) We, <<Insert Names of the Musicians>> (the "Band") have the skill, knowledge and experience in providing live performances by the Band at events for clients who are not "Consumers" (as defined in the Consumer Protection Act 2015 or other consumer protection legislation) and that field.
- (2) You wish to engage Us to provide a Performance by the Band for Your Event (as defined in Clause 1 below) on the terms and conditions of this Agreement.
- (3) We agree to provide the Performance (as defined in this Agreement) by the Band to You for the Event, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the meanings set out below:

- "Band"** means the Band, e.g. [insert Number Comprising the Band, e.g. 5] [same number of] [other] musicians (of the Musicians)] who We nominate to provide the Performance for Us];
- "Booking"** means the Booking (made as set out in this Agreement) for the Event;
- "Booking Form"** means the Booking Form [attached to this Agreement] OR [insert details] by Us to You] containing details of the Event, including the start and end of the Performance;
- "Business"** means any trade, craft, or profession carried on by an individual or organisation;
- "Business Day"** means any day inclusive excluding bank and public holidays;
- "Business Client"** means a client who books a Performance wholly or mainly for business;

“Data Protection Legislation”

“Deposit”

“Event”

“Fees”

“Line Up”

“Musicians”

“Performance”

“Price List”

“We/Us/Our”

“You/Your”

“Your Premises”

- 1.2 Unless the context of a Clause or sub-Clause makes it clear that it applies only to one gender, all references to any gender shall include the plural and vice versa;
- 1.3 The headings used in this Agreement shall be for convenience only and shall not affect the interpretation of the provisions of this Agreement;
- 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 other legal entities; and
- 1.7 References to “writing” or “written” shall include any mode of expression, includes letter by post or

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legislation in force from time to time in the United Kingdom relating to data protection and privacy (including, but not limited to, the UK GDPR (the retained EU law of the European Union) (Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (as amended); and the Privacy and Electronic Communications Regulations 2003 as

the amount stated in the Booking Form, being

the Event organised by You taking place at Your Premises to provide the Performance [as a part of

the total amount including any VAT due thereon (exclusive of Our Price List) payable for the Performance and all expenses;

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

the Musicians named at the top of this Agreement

the particular performance (on a date, at a time and for a period of time) comprising the playing of the Performance [and playing of interval recorded in the Booking Form];

the Price List of Fees for Performances. The Price List and their prices is available from Our Website, By Email or at Our Premises;

all of the Musicians whose place of residence address is [set out above];

the Musicians to whom We agree to provide the Performance;

the Premises identified in the Booking Form at which the Performance is to take place (where We are to provide the Performance) and being any premises which You own or use for the Event.

any reference in this Agreement to a particular Clause of this Agreement;

for convenience only and shall not

include the plural and vice versa;

the other gender;

and

expression, includes letter by post or

hand, and electronic message,] or other

either sent by e-mail, fax, [text

2. Booking Procedure

2.1 We will not reserve a particular time/date slot to provide the Performance nor will we make a Booking and pay the Fees

icular time/date slot to provide the Performance unless and until You make a Booking

2.2 You may make a Booking by completing the enquiry form on the Booking Form, specifying the date and place of the Performance that You require. 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 requested. We will also provide You with the Fees payable based on the information You have provided. We will ask you to complete the Booking Form [attached]. [We will also ask you to complete the Booking Form if You have not done so.] [You may use the Booking Form or a form of Your own design, but it must contain the same information as the Booking Form.]

the] [or] [in writing] [or] [completing the Booking Form] [or] [completing the Performance required and the Fees payable based on the information You have provided. 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 requested. We will also provide You with the Fees payable based on the information You have provided. We will ask you to complete the Booking Form [attached]. [We will also ask you to complete the Booking Form if You have not done so.] [You may use the Booking Form or a form of Your own design, but it must contain the same information as the Booking Form.]

2.3 If You would then like to make a Booking, You must within <<Number, e.g. 3>> Business Days after receiving Our response, 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 after receiving Our response, fully complete and return the Booking Form to Us and also pay Us the Deposit when you return the completed Booking Form to Us.

2.4 You are responsible for ensuring that the information on the Booking Form is accurate and complete. If the information is inaccurate or incomplete, We will not be bound by the Booking Form and any Performance caused by the Booking Form will be at Your risk.

the information on the Booking Form is accurate and complete. If the information is inaccurate or incomplete, We will not be bound by the Booking Form and any Performance caused by the Booking Form will be at Your risk.

2.5 If You communicate with Us other than in the Booking Form, it will not have any effect on the Booking or the contract between Us and You, whether by email, phone, fax, or in person, unless We specifically agree that it will apply to the Booking.

Us other than in the Booking Form, it will not have any effect on the Booking or the contract between Us and You, whether by email, phone, fax, or in person, unless We specifically agree that it will apply to the Booking.

2.6 By completing and returning the Booking Form to Us signed by You, You confirm that You agree to be bound by, the terms and conditions of this Agreement.

copy of this Agreement to Us signed by You, You confirm that You agree to be bound by, the terms and conditions of this Agreement.

2.7 Your return/submission of the Booking Form to Us, and Your payment of the Deposit (and balance of Fees) will be a binding contract on the terms and conditions of this Agreement for the Performance and Event detailed in the Booking Form, but We may decline that offer will be for Us to provide the Performance.

to Us, and Your payment of the Deposit (and balance of Fees) will be a binding contract on the terms and conditions of this Agreement for the Performance and Event detailed in the Booking Form, but We may decline that offer will be for Us to provide the Performance.

2.8 We may in Our discretion decline to accept the completed Booking Form if the information on the Booking Form is inaccurate or incomplete, or 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 after receiving Our response.

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 after receiving Our response.

2.9 We will respond to You within <<Number, e.g. 2, 3, 4 or 5>> Business Days after receiving Your response to Our offer (i.e. confirming or declining it). If We decline it, We will also explain why We have declined it.

number, e.g. 2, 3, 4 or 5>> Business Days after receiving Your response to Our offer (i.e. confirming or declining it). If We decline it, We will also explain why We have declined it.

2.10 Only if and when You return the completed Booking Form to Us and pay the Deposit (and balance of Fees) will there be a binding contract between You and Us for the Performance and Event detailed in the Booking Form.

Booking Form and pay the Deposit (and balance of Fees) will there be a binding contract between You and Us for the Performance and Event detailed in the Booking Form.

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may confirm the change and the

at the original Fees agreed and

ations within <<Number, e.g. 3>>

Must pay Us the balance of the Fees

What We fully and correctly provide

finance using any of the following

ard By Phone or Using Our Online

CS or CHAPS transfer into Our

hout prior notice, but if any prices
e a Booking and the date of the
ou 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
is payable and We decide that it
will advise You of the revised Fee
to proceed. Unless You confirm in
by the revised Fee amount. We will

4.7 [The Booking Form who will attend the on that number as submit the Booking that You have revised altered by Us when 25%>> greater than estimate will be a copy of Clause 3 above.]

4.8 [If the number of <<Percentage, e.g. We reserve the right have adapted the Fees that You pay would be payable at the Event. If We do the Event and give [or] [within <<Number will be due and payable give it to You.]

4.9 [If the number of the estimated and advised payable for the number previously estimated reduction in Fees for on request We make reduction in Fees, and which We reduce the

4.10 [The calculation of Us at Your Premises period of time for which Band during that time will advise You (which amount of time the Band provides the

5. Cancellation of the Performance

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

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

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

EITHER

ate of the number of the audience of the Fees payable will be based If, however, at any time after You the 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

ding the Event is more than last estimate You notified to Us, tional amount of Fees [where We the increased number]. The total will then be the total amount that st for the actual number attending tional amount, We will tell you at additional amount [[at the Event] days after the Event]]. That invoice e.g. 7>> Business Days after We

Event is less than You previously rding to the Price List, the Fees s than for the number that You You will not be entitled to any e the number is significantly less, tion decide whether to make any e will repay to You the amount by

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

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

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

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 nclude any loss arising from Our ld have accepted but for Our

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

OR

[However, the cancellation fee 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. 90>> 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. 80>> days;

5.3.4 <<e.g. 70>>% of the Fees for the Performance where that prior notice is more than <<insert number, e.g. 35>> days but less than <<insert number, e.g. 70>> days;

5.3.5 <<e.g. 60>>% of the Fees for the Performance where that prior notice is more than <<insert number, e.g. 42>> days but less than <<insert number, e.g. 60>> days.]

We will be entitled to retain any sum(s) You paid in advance for the Performance and any balance to You. Where the cancellation charge under this sub-Clause is greater than the sum(s) paid in advance, You will be liable to pay the difference to Us within 7 days after You give Us prior notice to cancel the Performance.

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

5.4.1 [We have a conflict with one or more of our named individuals included in the Booking and providing the Performance, but one or more of our named individuals becomes unavailable for any reason and we have no alternative (see sub-Clause 6.7) We propose alternatives and You agree to one or more of whom You do not wish to accept.]

5.4.2 An event described in sub-Clause 3 below occurs and continues for more than <<insert number, e.g. 3>> days;

5.4.3 You have not paid the Fees for the Performance by the time and payable by that time. In that case, You will be liable to pay the Fees for the Performance, if, and to the same extent as You would be liable to pay the Fees for the Booking under sub-Clause 5.4.3; or

5.4.4 We find that You are in breach of the Consumer Rights Act 2015.

If We cancel the Performance under any of the circumstances We will have no liability to You except as follows.

Where that cancellation occurs more than <<Insert Number, e.g. 14>> days before the time and date booked for the Performance, then, except where the cancellation is under sub-Clause 5.4.3, We will refund to You in full the Fees for the Performance and any costs We have incurred which You have paid Us for the Performance. We cannot reasonably be expected to refund any other costs.

5.5 If less than <<Insert Number, e.g. 14>> days before the time and date booked for the Performance We find that You

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- time to provide the individual will be of knowledge of reputation.
- 6.8 [If at any time You are unable to provide for it as set out in the Booking Form, beginning later than the agreed time, We have to begin the Performance at (or before) the agreed time. The Band does not extend the Performance beyond the time set out in the Booking Form, and We are not obliged to provide the Performance beyond that time.]
- 6.9 [If You request the Band agrees to do so at an hourly rate (pro rata) for the additional time the Bands spend. The Band will do so with the agreed finishing time and the amount of Fees calculated at Our hourly rate for the additional time the Bands spend for that amount [[at the Event] [or] <<Number, e.g. 7>> Business Days after the Event]]. Clause 6.9 will apply whether or not the Band is finishing or commencing late provided that the lateness is not more than <<Period of Time, e.g. 90, 120, 180,>> minutes each applicable to the Performance] OR [If the Band is finishing or commencing late provided that the lateness is not more than <<Period of Time, e.g. 90, 120, 180,>> minutes each applicable to the Performance]
- 6.10 [Where the period of the Performance is a total of <<Period of Time, e.g. 90, 120, 180,>> minutes, they wish take [two breaks of 20 minutes each applicable to the Performance] OR [one break of 20 minutes approximately midway through], and the breaks shall be included in that total of <<Period of Time, e.g. 90, 120, 180,>> minutes.]
- 6.11 [We will be responsible for the provision of all equipment and other things which the Band bring to the Event, but not for any other items or for cleaning or tidying the premises after the provision of the Performance.]
- 6.12 [We and the Band will cooperate and liaison (before and at the Event) with You and any other entertainment providers required to provide the Performance.]
- 6.13 [The Band will not begin the Performance at the agreed start time for the Performance or finish the Performance at the agreed finish time for the Performance.]
- 6.14 [Where the venue is affected by a fire alarm or other emergency, You fail to accept the Booking Form, or the fire alarm or other emergency affects the Band's performance, that We agreed it, and consequently We will not be entitled to an refund.]
- 6.15 [The Band will comply with any request by You to adjust the sound volume level of any amplified instrument, but provided that You accept that doing so may affect the Performance in particular any unamplified instrument.]

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7.6.5 ramp or lift
Performance
referred to in

7.6.6 such facilities
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area][on the
additional o
is needed fo

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

7.7 [neither You nor an
or interfere with an
Band without the
permission will be
equipment for any a

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

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

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

7.11 [You do not use, o
promote the Event
unless with our prio

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

8. Events Beyond Our Reasonable Control

8.1 We will not be liable
under the contract n

8.2 If any event descri
adversely affect Ou
will try to inform Yo
suspended when th
will be extended ac
may suggest an

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

Band may reasonably require,
an [15] feet from the Band's set up
[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
up equipment) [unless, where
ed, you have notified Us at least
that the Band can make other

the Event gains access to, uses,
equipment belonging to Us or the
ession. You cannot assume that
such person to use any such
er purpose;]

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

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

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

y text, image or other material to
s to the Band or the Performance

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

lay in performing Our obligations
beyond Our reasonable control.

.1 occurs that does or is likely to
bligations 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

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12. [Data Processing]

- 12.1 In this Clause 12 and the Conditions, “personal data”, “data subject”, “data controller”, “data processor”, “data protection legislation” and “personal data breach” shall have the meaning of the Data Protection Legislation.
- 12.2 [All personal data processed by the Data Processor on Your behalf, subject to these Terms and Conditions shall be processed in accordance with the terms of a Data Processing Agreement which the Parties shall enter before any personal data is processed.]
- OR**
- 12.2 [Both Parties shall ensure that the data protection requirements set out in the Data Protection Legislation shall prevail over this Clause 12 nor these Terms and Conditions shall impose any obligations set out in the Data Protection Legislation to add, remove or replace any of those obligations.]
- 12.3 For the purposes of the Data Protection Legislation and for this Clause 12 and the Conditions, You are the “Data Controller” and the Data Processor is the “Data Processor”.
- 12.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the location of the processing shall be set out in a Schedule to the Booking Form.
- 12.5 The Data Controller shall ensure that all necessary consents are in place and all necessary notices required by the Data Protection Legislation are transferred to the Data Processor for the purposes of the processing 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 Data Protection Legislation in relation to its processing of personal data processed by it in accordance with the following:
- 12.6.1 Process the personal data in accordance with the written instructions of the Data Controller and ensure that it is not otherwise required to process personal data unless the Data Controller is otherwise required to process personal data. The Data Processor shall promptly notify the Data Controller of any such requirement unless prohibited from doing so by law;
- 12.6.2 Ensure that appropriate technical and organisational measures (adequate to the nature of the personal data) are in place to protect the personal data from unlawful or unauthorised processing, accidental loss, destruction or damage or from disclosure to unauthorised persons. Such measures shall be proportionate to the risks to the rights and freedoms of natural persons, taking into account the state of the art, the nature and scope of the processing, the sensitivity of the personal data and the cost of implementing the measures. The 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 the Data Processor and any sub-processors to the personal data (whether or not they are located outside the UK) are contractually obliged to keep the personal data confidential and to comply with the Data Protection Legislation.
- 12.6.4 Not transfer 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 shall ensure that adequate safeguards for the transfer of personal data are in place.

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12.6.4.4

12.6.5 Assist the Data Controller to any and all requests for compliance with its obligations under the Information Security, breach notifications, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

12.6.6 Notify the Data Controller of any breach of the contract;

12.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Controller is not entitled to retain any part of the data;

12.6.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Data Controller.

12.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 12]

OR

12.7 [The Data Processor shall not transfer any of its obligations to a sub-contractor 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). If the Data Processor appoints a sub-contractor, the

12.7.1 Enter into a contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

12.7.2 Ensure that the sub-contractor complies fully with its obligations under the Information Security Legislation.]

12.8 Either Party may, at any time, terminate these Terms and Conditions, replacing them with similar terms that form part of the standard terms and conditions that shall apply when relevant.

12.9 [To the extent that the Data Controller provides personal information, You warrant that that personal information is accurate, complete, and up-to-date.]

13. Complaints and Feedback

We always welcome feedback from our customers.

Customers have enforceable rights and remedies;

The Data Processor complies with its obligations under the Information Security Legislation, providing an adequate level of protection to any and all personal data so that it is not transferred outside the EEA;

The Data Processor complies with all reasonable requests made in advance by the Data Controller for the processing of the personal data.

The Data Processor, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Information Legislation with respect to data protection assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

The Data Processor shall not cause undue delay of a personal data breach;

On the Data Controller's instruction, delete (or otherwise dispose of) all personal data and any and all copies thereof to which the Data Controller is not entitled to retain any part of the data; and

Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 12 and to allow for audits by the Data Controller.

[The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 12]

The Data Processor shall not transfer any of its obligations to a sub-contractor 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). If the Data Processor appoints a sub-contractor, the

The Data Processor shall enter into a contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 12 and which shall permit both the Data Controller and the Data Processor to enforce those obligations;

The Data Processor shall ensure that the sub-contractor complies fully with its obligations under the Information Security Legislation.]

Either Party may, at any time, terminate these Terms and Conditions, replacing them with similar terms that form part of the standard terms and conditions that shall apply when relevant.

[To the extent that the Data Controller provides personal information, You warrant that that personal information is accurate, complete, and up-to-date.]

We always use all reasonable efforts to ensure that we

endeavours to ensure that dealing with Us is a positive experience and that You have no cause for complaint. If you have any other complaint about Us, please contact <<Insert Name of Person to Contact>> who can be contacted at <<Insert Contact Details>>]

factory and that Your experience of dealing with Us is a positive experience and that You have no cause for complaint. If you have any other complaint about the Performance or any other complaint about Us, please contact with <<Insert Name of Person to Contact>> who can be contacted at e.g. Phone, Email or Post>>].

14. Miscellaneous

14.1 No failure or delay by Us in performing any obligations under this Agreement means that We or You will not be deemed to have waived any breach of any provision of this Agreement or any subsequent breach of any other provision.

14.1 No failure or delay by Us in performing any rights under this Agreement means that We or You will not be deemed to have waived any breach of any provision of this Agreement or any subsequent breach of any other provision.

14.2 If any provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected.

14.2 If any provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected.

14.3 You will not be entitled to set off any claim against Us in respect of any contract or any other contract.

14.3 You will not be entitled to set off any claim against Us in respect of any contract or any other contract.

14.4 Subject to the following, neither Party shall assign its obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. We may perform any of Our obligations under this Agreement through suitably qualified and skilled sub-contractors. Any sub-contractor shall, for the purposes of the contract, be deemed to be Us.

14.4 Subject to the following, neither Party shall assign its obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld. We may perform any of Our obligations under this Agreement through suitably qualified and skilled sub-contractors. Any sub-contractor shall, for the purposes of the contract, be deemed to be Us.

14.5 Nothing in this Agreement shall prevent Us from assigning the contract accordingly the Contract (Assignments) Act 1999 shall not apply to the contract.

14.5 Nothing in this Agreement shall prevent Us from assigning the contract accordingly the Contract (Assignments) Act 1999 shall not apply to the contract.

14.6 Subject to Clause 14.4, this Agreement shall continue and be binding on the transferee, successors and assigns.

14.6 Subject to Clause 14.4, this Agreement shall continue and be binding on the transferee, successors and assigns.

15. Entire Agreement

15.1 [Subject to Clause 14.4, this Agreement contains the entire agreement between the parties with respect to their subject matter and may not be varied orally. The duly authorised signatories of the parties shall be deemed to have agreed to the terms of this Agreement.

15.1 [Subject to Clause 14.4, this Agreement contains the entire agreement between the parties with respect to their subject matter and may not be varied orally. The duly authorised signatories of the parties shall be deemed to have agreed to the terms of this Agreement.

15.2 Each party acknowledges that it is entering into the contract on the basis of the Booking Form and this Agreement and does not rely on any representation, warranty or condition, express or implied, in the Booking Form and this Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

15.2 Each party acknowledges that it is entering into the contract, it does not rely on any representation, warranty or condition, express or implied, in the Booking Form and this Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

16. Law and Jurisdiction

16.1 This Agreement shall be governed by English Law and the law of the country in which the contract is made.

16.1 This Agreement shall be governed by English Law and the law of the country in which the contract is made.

16.2 Any dispute, controversy or claim arising out of or in connection with this Agreement shall be referred to the exclusive jurisdiction of the courts of England and Wales.

16.2 Any dispute, controversy or claim between You and Us relating to this Agreement (whether or not arising out of or in connection with the Performance) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

TERMS AND CONDITIONS

Notes:

- (1) Client accepts and agrees that the Booking Form to Musicians will be their sole authority and return of this completed Booking Form to Musicians will be their sole authority to book the Performance on the terms and conditions set out in the Agreement between Musicians and Client.
- (2) Only if and when Musicians sign and submit this Booking Form as previously signed and submitted by Client, a binding contract will there be a contract between Musicians and Client for the Performance.
- (3) The details marked "(Musicians)" are to be inserted by Musicians, with the remainder to be completed by Client. Musicians sign and return the Booking Form to Client.
- (4) Musicians will not be bound by any requirements communicated by Client to Musicians unless they are specifically stated in the Booking Form except as follows.
- (5) Additional information/requirements set out in this Booking Form will have effect as part of the Agreement between Musicians and Client when both have signed it. However, if Musicians do not accept such Client additional information or requirements set out in this Booking Form, they must advise Client that they cannot accept the requested booking.

1.	Name of the Musicians ("Musicians") (as per heading in Agreement):	
2.	Address of Musicians as per heading in Agreement:	
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 adverse weather conditions:	

	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 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:	

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SIGNED for and on behalf of Us

<<Name and Title of person signing

Authorised Signature

Date: _____

SIGNED by [or on behalf of] You

<<Name and Title of [person signing

[Authorised] Signature

Date: _____

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