

# TERMS AND CONDITIONS

Please note that any booking whether confirmed electronically or in writing will be subject to a legally binding contract carrying the following non-negotiable terms and conditions.

## 1. Definitions

Booking contracts are negotiated by 'The Deloreans' and the 'client'.

## 2. Confirming the booking

### Confirmation:

- i) 'Confirmation' will mean any electronic or written acceptance of this booking by the 'client'.
- ii) All bookings take effect immediately upon 'confirmation'.

Upon 'confirmation' of the booking, 'The Deloreans' will issue a copy of the booking contract to the 'client', which must be signed and returned within 14 days of receipt.

'The Deloreans' will store the signed contract (copies available on request)

If any term of this Contract is held by any court to be invalid or unenforceable, the remainder of its terms shall still remain in force.

## 3. Changes to the contract

The agreed booking fees may be subject to change (in agreement with both the 'client' and 'The Deloreans') if any details on the contract are altered. All changes to the contract must be arranged & agreed by 'The Deloreans' in advance of the event.

## 4. Payment of fees

The agreed booking deposit is payable on receipt of invoice and strictly within 14 working days. The deposit can be paid by BACS transfer or cheque. Full payment details are available on the invoice. This first payment is non refundable except in those circumstances covered by 'force majeure' (see clause 13.)

If you have not paid, or have made no attempt to pay the 1st payment within 14 days of the Booking, 'The Deloreans' reserve the right to no longer hold the date requested by the 'client'.

## 5. Cancellations

### Cancellation by the 'client':

Cancellation by the 'client' is not allowed for any reason except circumstances covered by 'force majeure' (see clause 13.) In the event that the 'client' cancels the booking, the 'client' agrees to inform 'The Deloreans' immediately.

- i) Cancellation by the 'client' will result in loss of deposit except in those circumstances covered by 'force majeure' (see clause 13.)
- ii) Cancellation by the 'client' between 61 days and 90 days before the event will result in loss of deposit and 50% of the remaining balance. This will be payable by the 'client' within 14 days of cancellation
- iii) Cancellation by the 'client' within 60 days of the event will result in loss of deposit and 100% of the remaining balance. This will be payable by the 'client' within 14 days of cancellation.

### Cancellation by 'The Deloreans':

Cancellation by the 'The Deloreans' is not allowed for any reason except circumstances covered by 'force majeure' (see clause 13.)

In the unlikely event that 'The Deloreans' need to cancel the booking, 'The Deloreans' will inform the 'client' of the cancellation and make all reasonable attempts to find a suitable replacement band of similar standard and style, at no extra cost to the 'client'. Should a suitable replacement not be found,

# TERMS AND CONDITIONS

'The Deloreans' agree to refund the 'client' their deposit plus any other booking fees already paid in advance.

There will be no refund given to the 'client' against the booking deposit already paid, if a replacement artist of similar value can be arranged by 'The Deloreans' and agreed by the 'client'. However, should a replacement artist charge a much lower fee, the 'client' will be refunded a proportionate amount of their booking deposit and the replacement band will be due their usual fee.

If a replacement band is required last minute and the 'client' is not happy to accept the replacement artist, they must not allow the replacement artist to perform. If the replacement artist is allowed to perform, their full fee will be due.

## 6. Changes on the day

Where possible, changes to the agreed schedule, which are unavoidable on the day of the event should first be discussed and agreed with 'The Deloreans'.

Any changes will be subject to these terms and conditions.

If changes negotiated between the 'client' and 'The Deloreans' on the day of the event, are agreed to incur additional costs to the 'client', 'The Deloreans' accept full responsibility for arranging the collection of additional fees.

## 7. Rider

The Contract is subject to you providing a hot meal and unlimited soft drinks including bottled water for 'The Deloreans' on the day of the event.

## 8. Expenses

'The Deloreans' will agree any expenses with the 'client' in advance of the event. Any additional expenses incurred on the day of the event, will be agreed between the 'client' and 'The Deloreans'.

'The Deloreans' will provide receipts and an invoice to the 'client' within 14 days after the event. The 'client' must reimburse all expenses to the 'The Deloreans' within 14 days of invoice.

## 9. Standard artist requirements:

**Power:** It is the responsibility of the 'client' to ensure that a safe source of power is provided for 'The Deloreans', and that all local authority regulations are adhered to. For further information regarding power requirements please contact [nathan@thedeloreansband.com](mailto:nathan@thedeloreansband.com)

**Venue constraints:** It is the responsibility of the 'client' to ensure that the performance venue will provide a safe performance area, and to ensure that the venue is happy to accommodate the performance of such live music, including any live music licenses. Other considerations, such as noise limitations, should be mutually agreed between 'The Deloreans' and the 'client' prior to booking. Any relevant information should be disclosed to 'The Deloreans' prior to booking confirmation.

**Performance Area:** It is the responsibility of the 'client' to ensure that a suitable performance area is provided. From the point of view of the performance and the overall look, this should ideally be a raised stage to distinguish the staging area from the dancing/seating area. However 'The Deloreans' can perform without raised staging if necessary. Performance space requirements will be detailed on the booking contract.

**Dressing Room:** It is the responsibility of the 'client' to ensure suitable dressing room facilities are available. This must not be a toilet.

**Load In:** It is the responsibility of the 'client' to ensure the venue is appropriate for the setting up and loading of equipment. Parking must available within 50 metres of the performance area for unloading purposes.

**Free Parking:** It is the responsibility of the 'client' to ensure that parking must also be available for the duration of the event otherwise the 'client' will be liable for any parking charges. 'The Deloreans' will inform the 'client' of the number of vehicles in advance of the event.

# TERMS AND CONDITIONS

**Security:** It is the responsibility of the 'client' to provide adequate supervision and/or security at all times. In the event of unruly or threatening behaviour from any person, 'The Deloreans' are entitled to cease the performance but you will still be liable for the fee in full.

## **10. Early set-ups / late finishes**

For evening events (performances scheduled to begin at 7.30pm or later) 'The Deloreans' will arrive at the venue 90 minutes prior to the scheduled start time, or at any time requested by the client, provided this is no earlier than 6pm. 'The Deloreans' will take up to 90 minutes to prepare for the performance and this time will be used to set-up equipment, sound check (if necessary) and change into performance outfits. If the 'The Deloreans' are required to arrive at the venue earlier than 6pm, possibly due to venue limitations or logistical issues, this may be negotiated and extra fees may apply.

For all other events (scheduled to begin prior to 7.30pm) 'The Deloreans' will arrive on-site up to 90 minutes before the scheduled start time. This time will be used to set-up equipment, sound check (if necessary) and change into performance outfits. If 'The Deloreans' are required to arrive at the venue earlier than 90 minutes prior to the start of their performance, possibly due to venue limitations or logistical issues, this may be negotiated and extra fees may apply.

For evening events (performances scheduled to begin at 7.30pm or later) 'The Deloreans' must finish their performance by midnight. Later finishes may be negotiated and agreed on the booking form. Extra fees may apply.

## **11. Performers**

If one or more of 'The Deloreans' standard group of performers should be unable to perform due to prior commitments or illness, 'The Deloreans' will provide another performer. 'The Deloreans' agree that any replacement performer used will be of the same standard and professional competence as the performer who is to be replaced, and that they will have a good knowledge of the repertoire, and will represent the band to the same high standard. There will be no reduction in 'The Deloreans' fee if a replacement performer is used.

## **12. Equipment**

The equipment and instruments of 'The Deloreans' are not available for use by other performers or persons except by specific permission of 'The Deloreans'.

## **13. Force Majeure**

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by 'The Deloreans' or 'client', then the 'The Deloreans' or 'client' may cancel this booking without penalty other than loss of deposit.

## **14. Complaints**

In the event you have any complaints and as a condition precedent to any compensation claim, the issue must be put in writing and forwarded to 'The Deloreans' within 48 hours of the event taking place.