

Your Entertainment Booking Contract Terms and Conditions

This Entertainment Booking Contract is issued by Mainstage Live (the agent) at the request of the client (named above) and the artist (named above).

Bookings Notes:

Artist to provide live entertainment as standard. Timings of this will be detailed above as agreed at the time of your booking, detailed above.

Artist to provide PA system and lights plus ipod music between sets.

Set up & Sound check time required = approx 1 hours

Artist Booking Requirements:

Set up/ Sound Check time: 60-90 minutes.

Space required: Min 2 x 2 metres.

Electricity Supply Required: 3 x 13 amp native sockets.

Refreshments: Soft Drinks / Tea & Coffee / 1 Hot meal per band member (please be aware there may be tech crew, this should be discussed during the act/client pre-event call)

Emergency: 'Client' to provide 'Artist' with an alternative emergency contact number for the day of the event (venue, event organiser etc.)

Emergency Agency Number:

0208 123 0145 // 07477844398

Mainstage Live agent who handled your booking was: Annie

Direct Tel & Emergency out-of-hours: 07477844398

This booking is subject to Mainstage Live's terms and conditions of booking (please see attached below) as well as the 'Refreshments' (see above.) By signing this contract you confirm that you are the authorised signatory for this contract and agree to be bound by our terms and conditions of booking.

Terms and conditions of booking:

Issued by Mainstage Live ('the agent') at the request of (the 'client') (detailed above) and (the 'artist') (detailed above) in respect of the performance contracted (detailed above).

Mainstage Live of 12 Moor St, Soho, London W1D 5NG ("Agent") has prepared these terms and conditions, for the benefit of the parties. If you do not understand any part of these terms, please call your representative at the Agency for clarification or seek legal advice before agreeing to them.

Upon confirmation of a booking (in accordance with clause 2.1 below), the Agent will issue these terms and conditions and the Entertainment Booking Form (together the "Contract") to the Client (as identified in the Entertainment Booking Form) for signature and this must be returned within 2 working days. A copy of this Contract will also be forwarded to the Artist (as identified in the Entertainment Booking Form) for signature immediately, again to be signed and returned within 2 working days.

Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING will be a legally binding contract subject to the following non-negotiable terms and conditions of booking:

Introduction

This booking contract is negotiated by the Agent and is made between the Client and the Artist. In this respect, the Agent is acting as an employment agency in issuing this contract and shall not be held responsible for a breach of this contract howsoever caused.

All terms used in the Entertainment Booking Form shall apply in these terms and conditions.

Confirming the booking

All bookings take effect immediately upon acceptance of the booking by BOTH the Client and the Artist, whether orally, electronically or in writing ("Confirmation").

The fact that the Contract has not been signed or returned is not sufficient to invalidate the booking or acceptance of these terms.

The Agent will store the Contract for safe keeping (copies of which will be readily available on request) and will continue to act as the Agent and negotiator between both parties for the period up to and including the Event Date, and for a further period of eighteen months.

Changes to contract

The agreed Total Cost may be subject to change if any details of the Contract are altered (by agreement with both the Client and the Artist).

All changes to the Contract must be arranged and agreed by the Agent in advance of the Event Date.

Payment of fees

The Total Cost is inclusive of VAT and reasonable expenses (including but not being limited to the Artist's reasonable travel time and cost). The Agent shall provide a break down of the Total Cost within 14 days of request from the Client, setting out the actual fee payable for the performance ("Fee"), VAT, fees payable for travel, travel expenses and other expenses.

The agreed Deposit is due strictly within 3 working days of invoice. Deposits can be paid by cash in person or BACS transfer (details for payment are set out in the Entertainment Booking Form or invoice). The Deposit is non- refundable.

As agreed by the Artist and the Agent in writing on the Entertainment Booking Form or invoice. Details of the Balance payment is 14 days before the event.

If any fee which the Client is due to pay prior to the Event Date has not been received at least 14 days before the Event Date, the Artist has the right to terminate this Contract without penalty and the Client will forfeit any other fees paid previously, and remain liable for any cancellation fees due (see clause 5 below).

Any fee which the Agent is due to pay the Artist post Event Date will be paid for via BACS. Artists must provide one invoice per gig billed to Mainstage Live. All invoices will be paid week one of the following calendar month. Invoices must be sent to Bills@mainstagelivenetwork.com. This inbox is solely opened at the time of payment. Any administrative issues with invoices may cause delayed payment. For help with invoices please email hello@mainstagelive.com. Invoice templates are located in the joining folder.

Cancellations by the Client

THE CLIENT'S ATTENTION IS DRAWN SPECIFICALLY TO THIS CLAUSE.

Cancellation by the Client:

The Client shall have the right to terminate this Contract only in the case of a Force Majeure Event (as defined by clause 18) provided that the Client informs the Agent as soon as reasonably practicable on becoming aware of the Force Majeure Event.

The Agent shall notify the Artist of the cancellation as soon as reasonably practicable after being informed by the Client.

Where the Client has terminated (or is deemed to have terminated) the Contract the Artist shall use all reasonable endeavours to secure an alternative booking on the Event Date either with the Agent or another agency that the Artist uses.

If the Client does not cancel a Contract in accordance with clause 5.1 or for any reason other than a Force Majeure Event the Client shall be liable to pay a cancellation fee, in addition to loss of the Deposit, calculated as follows:

5.4.1

CANCELLATION PERIOD	CANCELLATION FEE
Less than 48 hours after Confirmation and more than 7 days before Event	NIL
Up to 90 days before Event	50% of Balance
Up to 61 days before Event	70% of Balance
60 Days Before Event	100% of Balance

5.4.2 Where the Artist has secured an alternative booking the Fee from which the cancellation fee is calculated shall be reduced by the amount of the fee (being in respect of the performance only) from the new booking.

All cancellation fees shall be paid to the Agent within 14 days of the Event Date who shall forward the same on to the Artist within 7 days of receipt of clear funds.

It is the Client's responsibility to ensure their venue at the Event Address can accommodate the Artist and non-performance of this Contract by Artist due to venue restrictions shall result in the Client being liable to pay the Total Costs.

Cancellation by the Artist

The Artist shall have the right to terminate this Contract only on the occurrence of a Force Majeure Event.

The Artist shall inform the Agent as soon as reasonably practicable on becoming aware of the Force Majeure Event. The Agent shall notify the Client of the cancellation as soon as reasonably practicable after being informed by the Artist and make all reasonable attempts to attain a suitable replacement artist of similar standard, style and cost. Should a suitable replacement not be found, the Agent agrees to refund the Client the Deposit plus any other fees already paid in advance.

Without prejudice to any other rights the Client may have, should the Artist purport to terminate a Contract for any reason other than a Force Majeure Event the Artist shall pay within 5 working days to the Agent an administration fee equal to the commission due on the Contract (being an amount equal to the Deposit). The Artist shall be liable to pay to the Client the difference between the original Total Cost under this contract and the new fees charged by any replacement artist arranged for the Client by the Agent up to a maximum higher price difference of 20% of the Total Cost. The Artist shall not be liable for any loss, damage, cost or expense arising out of the breach, which was not reasonably foreseeable by the Artist at the date of the Contract.

No refund shall be given to the Client against the Deposit already paid, and no administration charge will be made to the Artist, if a replacement artist of similar value can be arranged by the Agent and agreed by the Client. However, should a replacement artist charge a lower fee, the Client will be refunded an amount of the Deposit pro rata to the difference in fees and the replacement artist will be due their usual fee. The Agent shall use reasonable endeavours to contact the Client and Artist to agree this in advance.

The Client shall have the right to reject any last minute replacement artists provided that the replacement artist is not required to perform. If the Client still requires the replacement artist to perform, then their full fee will be due.

Any payment outstanding from the Artist will be referred to the Agent's recovery company Daniels Silverman and will be subject to a surcharge of 15% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Artist.

Late payment of deposit

Failure by the Client to pay the Deposit within the terms specified will be deemed to be termination of the Contract by the Client and clause 5.3 shall apply.

Late payment of the balance

Failure by the Client to pay the Artist within the terms specified will result in interest being charged on the balance due.

The Artist reserves the right to claim interest on late payments at 3% above the Bank of England base rate from time to time.

Non-payment of the Balance will result in legal action and any payment outstanding from the Client outside of these terms will be referred to the Agent's recovery company Daniels Silverman and will be subject to a surcharge of 15% plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Client and will be legally enforceable.

Complaints

If through its own fault the Artist is unable to fulfill part of the event schedule or breaks the terms of this contract and the Client would like to claim a reduction on the Artist's fee, a complaint must be made in writing to the Agent no more than 30 days after the Event Date. Full payment must still be made to the Artist as agreed in the contract. The Client shall not be entitled to set off any discount it feels it is due against the payment of the Total Cost. Failure to pay the Artist within the terms of this Contract will incur charges outlined in clause 8 above.

Whilst the Agent cannot be held responsible for the actions or failures of either the Client or Artist, the Agent will use reasonable endeavours to settle disputes without the need for either party to take legal action against each other. Once a written complaint has been made by the Client, the Agent will contact the Artist to discuss the complaint and request a written statement detailing their version of events. The Agent will act as mediator between Client and Artist in order to come to an amicable agreement over any refund or expense which may be due. If the Agent cannot settle the dispute to the mutual satisfaction of both the Client and Artist, both parties shall be entitled to take further legal advice and pursue any other course of action.

Any dispute between the Client and the Artist based on changes to the contract/performance that were agreed by both the Client and the Artist, but not confirmed by the Agent in writing, shall be dealt with between the Client and the Artist directly. The Agent shall not mediate over these changes.

Changes on the Event Date

Where possible, changes to the contract schedule which are unavoidable on the Event Date should first be discussed and agreed with the Agent. Should this not be possible, changes are to be agreed between the Client and the Artist prior to the performance.

If changes negotiated between the Client and the Artist on the Event Date are agreed to incur additional costs to the Client, the Artist accepts full responsibility for arranging the collection of additional fees and agrees that these fees will be subject to the Agent's standard rate of

commission. The Artist must disclose to the Agent additional monies collected within 7 days of the Event Date and account for commission due within 7 days.

Any changes will be subject to these terms and conditions.

Delayed event schedules and late finish fees

If due to the late running of or alterations to the Event schedule which is no fault of the Artist, the Artist is not able to perform their full performance time within the schedule outlined in this contract, there will be no reduction in the Artists fee.

If the Event runs late and the Artist is asked and agrees to finish later than the finish time in the booking contract, and the Artist does not agree an additional charge, then 10% of the total balance due per ½ hour over run, payable on the Event Date by the Client to the Artist in cash or by cheque shall become due as a late finish fee.

The Artist has the right to refuse to finish later than the contracted finish time without penalty.

Extended performance fees

If the Event schedule is changed on the Event Date and the Artist is required and agrees to perform for longer than the agreed performance times and no additional charge is agreed by the Artist on the Event Date, 25% of the total balance for every 25% that the originally agreed performance times are extended, payable by the Client to the Artist in cash or by cheque on the Event Date shall become due as an extended performance fee.

The Artist has the right to refuse to extend their performance times without penalty.

Re-engagement of the Artist

The Client agrees to negotiate all future bookings of the Artist with the Agent and not with the Artist directly, for the period covering the issue date of this Contract until 18 months after the Event Date on this contract.

The Artist agrees not to hand out business cards or any promotional materials bearing their personal telephone number and/or address, or any other contact details other than those of the Agent to the Client, their guests, staff, venue or contractors.

If the Artist is approached by the Client or a guest, or employee of the Client, the Venue or an employee of the Venue and/or agent then the Artist shall notify the Agent immediately and account to the Agent an amount equivalent to the Deposit that would have been payable had the booking been made with the Agent.

Expenses

If this Contract includes a schedule containing the Artist's requirements for food, accommodation, dressing rooms, technical specifications etc, then the Client shall meet such requirements at its own expense.

If the Client has agreed to cover additional expenses incurred by the Artist (including but not being limited to travel, refreshments, rehearsal time, accommodation) the Artist must provide receipts and an invoice to the Client within 60 days after the Event Date.

The Client shall reimburse all expenses to the Artist within 28 days of receipt of the invoice.

Sound limiters & volume

The adjustment of the volume and sound level of any equipment shall be as the Client reasonably requires should the Client request such an adjustment.

The Artist cannot guarantee the quality of its performance should the volume be reduced below the level of any unamplified drum kit and/or backline instruments.

The Artist cannot be held responsible for non-performance in circumstances where a sound limiter is set so low that live music performance is not possible for an Artist of its type.

Artist equipment

It is agreed by the Client and the Artist that the equipment and instruments of the Artist are not available for use by other performers or persons without the written consent of the Artist.

Use of alternative/deputy performers

This clause covers any person or persons who stand in for one or more of the Artist's standard group of performers should they be unable.

The Artist will perform using their standard group of performers as advertised to the Agent and the Client. The Artist agrees that any deputy performers used will be of the same standard and professional competence as the performer who is to be replaced, and that the deputy will have a good knowledge of the Artist's repertoire, and represent the Artist to the same high standard that is known by the Agent and expected by the Client.

The Artist agrees that if a standard performer is ill and a suitable deputy performer is available, provided that this performer can satisfy the conditions of competence outlined above, the Artist shall use the services of the deputy performer rather than cancel the booking.

The Artist shall use reasonable endeavours to provide a recording of a performance by the deputy to the Client if requested.

If the Client is not happy with the deputy performer it has the right to cancel the booking without penalty and the Artist shall be considered as having cancelled the Contract and clause 6 shall apply.

There will be no reduction in the Artist's fee if a deputy performer is used.

Nothing in this clause shall prevent the Artist from using alternative performers where the Artist has advertised that alternatives may be used or that it does not use a fixed line up.

Force Majeure Event

A "Force Majeure Event" occurs where a party is unable to comply with its obligations under this Contract for a reason outside of its control (such 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) and which is not attributable to any act or failure to take preventive action by the Artist or Client.

Rights of Third Parties

In addition to the Client and the Artist, the terms of this Contract may be enforced in accordance with the Contracts (Rights of Third Parties) Act 1999 by the Agent.

Subject to clause 19.1, no other person who is not party to this Contract may enforce its terms by virtue of that Act.

General

This Contract may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.

The parties agree that this contract is governed by English law and hereby submit to the exclusive jurisdiction of the courts of England and Wales.

APPENDIX - ARTIST SERVICE GUARANTEE

The Artist agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the Artist's show, as known to the Agent and as advertised to the Client via distribution of the Artist's demo CD's, promotional materials, profiles, pictures, videos, web page etc. The artist will make every effort to ensure their performance is outstanding, adhere to the client's wishes within all reasonableness, be polite and courteous with the client, their guests and all venue staff and contractors.

The Artist agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the Client or a third party. It is the Artist's responsibility to ensure the good working order and safety of their own equipment, and to obtain all necessary insurances & certification.

The Artist agrees that their fee is inclusive of all expenses (except those that have been itemised or accounted for separately on the front of this contract), including holiday entitlements, travelling expenses to and from the venue, VAT, tax, N.I. etc and covers any payments whatsoever due to other members of the band.

The Artist will refrain from excessive drinking before, during and after the performance at all times when the Client or their guests are present.

The Artist will not under any circumstances partake of any illegal drug use on the day of the event, or whilst at the event venue, or whilst in the presence of the client, their guests, venue staff or other associated suppliers or artists.

The Artist will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue.

The Artist will not display any other conduct deemed anti-social, illegal, nor reflecting badly upon themselves, The Agent, or the Client.

The Artist at the time of agreeing to or signing this contract shall not be under any contract to a third party that might preclude him/her from fulfilling the engagement.

The Artist agrees not to hand out business cards or any promotional materials bearing their personal contact information. The Artist must refer all prospective clients resulting from this booking to the Agent.

The Artist shall be suitably and tidily dressed during their performance except with the consent of the client or where the wearing other attire is deemed to be a necessary part of their act.

The Artist is not employed by the Agent and they are responsible for their own accounting and payment of TAX, VAT & National Insurance contributions.

The Artist accepts full responsibility for maintaining their own Public Liability Insurance (which should be to a minimum of £1,000,000 cover), their own equipment insurance, vehicle insurance and for carrying out the P.A.T. testing of their equipment.