



T & C'S

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Booking Terms & Conditions

By booking Phil, you are entering into a binding contract for the supply of live music, and other agreed services, by Phil Smyth on a particular date and time for an agreed fee. These terms and conditions are intended to be reasonable and appropriate to a booking. You agree that the following terms and conditions shall govern that contract, that these shall take precedence over any other terms and conditions and, English Law shall govern their interpretation. The terms and conditions outlined below apply to all engagements.

DEFINITIONS

The words “you” or “your” mean or refer to the person(s) booking and the venue’s management and staff.

The word “venue” means the place at which the performance occurs and may be a building, tent, hall or other construction used for the purpose of the performance.

The word “client” or “guests” mean or refer to members of the public at the venue whether present through admission (i.e., by ticket or fee) or not and any other performing artists booked by the venue.

The words “Phil”, “band”, “we”, “our”, “ourselves” and “me” mean or refer to Phil! and any road, lighting, or sound crew with him

The words “our equipment” mean all electrical and mechanical devices, cases, musical instruments, cables, microphones, amplifiers, speakers, lighting, stands and accessories owned or hired by us and used in the live performance.

The words “the event” mean the whole of our time at the venue, including arrival, setting up, performance, breaks and breaking down and packing equipment away.

BACKGROUND

Like most musical groups, Phil plays for very modest reward. Given the cost of instruments, equipment and transport, our overheads are considerable. However, we really enjoy doing it and we play as professionally as possible. All we ask are reasonable amounts to help defray some of the costs.

In applying these conditions, it is always our intent to be reasonable.

LICENSES, INSURANCE & CERTIFICATES

You agree that you have the necessary licenses, insurance and certificates for us to perform including but not limited to:

- An up-to-date fire certificate for the venue;
- A premises, personal or event license permitting our live performance;
- Performing rights licence;
- Public performance licence;
- Public liability insurance;
- Employer's liability insurance.

It is the responsibility of each musician to hold appropriate public or personal liability insurance.

HEALTH AND SAFETY

You agree that it is your responsibility to ensure the venue is safe for us, your clients, management and staff and, to notify us of safety procedures applicable at the venue on or before our arrival.

You also agree to provide the following:

- Suitably earthed single phase electricity supplies that will not endanger our safety or damage our equipment and, incorporate RCD's (residual current devices) that have been subject to regular safety inspections as required by law.
- A double or two single sockets nearby are required plus a socket on a separate ring for lighting (where appropriate);
- A safe place for the transportation, setting up and operation of the equipment including, but not limited to, a stage or floor space that is flat, non-slip, free from dirt, debris and liquids and capable of safely supporting us and our equipment and, clear access to the stage or floor space from outside the venue;
- Safe equipment provided by you at the venue (where applicable) including, but not limited to, fireproof stage curtains, lighting and lighting stands or gantries and, PA amplification that is connected to a supply that is protected by an RCD (residual current device).

PAT TESTING

We maintain, inspect, test and operate our equipment to ensure the safety of ourselves, the venue and its management, staff and clients. All of our electrical equipment is covered by current PAT certificates. We shall not be liable for any injury or damage arising from touching or attempted use of our equipment by the venue's management, staff and clients.

You agree that you are responsible for the conduct of your clients, staff, and guests. If at any time during the event, we consider that our equipment or ourselves to be under threat, verbally or physically, we reserve the right to terminate the contract without notice. You agree that the full fee shall be payable to us in these circumstances.

DEPOSIT & UP-FRONT EXPENSES

For private performances we require a proportion of the agreed fee in advance, currently 10-20% depending on the overall value of the event. Your booking deposit is non-refundable but once paid will secure the performance date as discussed and agreed. We will deduct this and any other prepaid deposits or fees from the final invoice.

ACCESS TO VENUE

We require at least 60 to 90 minutes to set up prior to the performance and to at least 60 minutes to pack up after the performance. You agree to inform us if the playing space is not located on the ground floor or special access is required to allow us a longer set up/break down period for our equipment. Discovery of access complications, such as non-ground level located performance areas or restricted access times, following the confirmation of your booking may result in additional fees being charged.

PERFORMANCE, ARRIVAL AND DEPARTURE TIMINGS

All bookings made by private individuals assume the band to be on site from 6pm until 1am with live, and recorded music, performances completing by midnight, or within a very close proximity to midnight. Early arrivals (before 6pm) and late finishes (post midnight), require prior arrangement and are subject to additional fees beyond that of our standard quotation for live music. It is your responsibility to advise us up-front, and in good time, of any early or late operational hours. The fee for these additional hours start at £150 per hour, but may be adjusted depending on the nature of the hours involved and the work expected to be done during that time.

FOOD AND DRINK

When we are booked for evening events we are often away from home more than 12 hours, and up to 10 of these might be spent at your venue. This is a long time, so we ask you to provide a hot meal for Phil and his crew (usually 1 other person) or band member (there are up to 5 mem-

bers in Phil's band), either immediately after we have set up our equipment or during the interval. You don't need to give us the same meal as your guests, but we'll need something more substantial than sandwiches and crisps. If you're having a buffet, it's fine to offer this to Phil or the band as well as your guests, but make sure there is enough time for the band to queue before eating. If your venue can't provide a meal for the band, there will be a meal subsidy of £15 per band member so that we can buy food elsewhere. The band should also be provided with water and soft drinks while we are at your venue, within reason. You may provide alcoholic drinks for the band at your discretion.

You don't need to provide a hot meal for afternoon events unless we are at your venue for over three hours, but we would still appreciate water and soft drinks.

DURATION OF PERFORMANCE

Unless otherwise agreed in advance, the performance shall normally consist of two sets of 45-60 minutes duration separated by a break of half an hour.

Where you require additional performance time not previously agreed, this shall be at our sole discretion and shall be chargeable at a rate to be agreed at the time.

WHAT CONSTITUTES A BOOKING?

Once a booking has been confirmed VERBALLY, ELECTRONICALLY or in WRITING, the details will be subject to a legally binding contract consisting of the Booking Contract and our Terms and Conditions. Therefore, the completion of the Booking Contract confirms the details of the booking and does not in itself secure the engagement as this has already occurred. Consequently, non-return or non-completion of the Booking Contract does not terminate the agreement.

If you have given us your event date, location, defined your required services and we have agreed a fee, as soon as you advise us VERBALLY, ELECTRONICALLY or IN WRITING that you wish to book us, you have a booking.

We will immediately allocate the date to you and begin turning down any subsequent offers of work. At the time you advise us of your instruction to book we will issue you with a booking contract and your booking terms and conditions. You will have 48 hours in which to re-

view your booking contract, and terms and conditions, during which time you may query any aspect or cancel the booking without penalty. If you do not sign and return the contract within 48 hours we will make ourselves available to other subsequent offers of work, which we reserve the right to accept without notice, although we will make all reasonable attempts to advise you.

If you do not cancel your booking in the initial 48 hour period following the delivery of your contract, your booking will remain active and subject to cancellation fees should you decide to cancel later on.

CANCELLATION BY YOU

If you book us and subsequently cancel, you owe us the agreed fee or part thereof as shown below (optionally waived at our sole discretion) and in addition to any previously paid deposits:

- Where cancellation is made within 48 hours of VERBAL, ELECTRONIC OR WRITTEN confirmation no cancellation fee is applicable.
- Where cancellation is made after 48 hours of VERBAL, ELECTRONIC OR WRITTEN confirmation but 90 days or more from the event 50% of the booking fee is applicable. However, should the event be over 12 months away, cancellation shall only incur the loss of the booking deposit and no additional fees will be due as 12 months is deemed a suitable amount of time to find an alternate booking.
- Where cancellation occurs within 90 days and up to 61 days of the event 75% of the booking fee will be applicable.
- Where cancellation occurs within 60 days of the event, 100% of the booking fee will be applicable.

If you ask us to stop playing because you decide it is not what you, the venue or any other party want, you owe us the agreed fee.

You agree to request any cancellation in writing to philsmyth@mac.com and that only we can confirm cancellation of your booking. We will provide this in writing via email.

CANCELLATION BY PHIL SMYTH

We reserve the right to cancel for any reason though normally that will only occur because of circumstances beyond our control (e.g., illness, incapacity, breakdown of equipment or transportation or, extreme weather conditions). You agree that, if we cancel, we will not be liable for any cancellation fees or your losses. If this occurs, we will give you

as much notice as possible and will try to help you with booking an alternative band if you wish.

DELAY, INTERRUPTION OR SUSPENSION OF PERFORMANCE

In the unlikely event that the performance is delayed, curtailed or stopped due to events beyond our control, including but not limited to, equipment failure, power failure, noise/sound limiters, time restrictions, venue's staff absence, smoke detector activation, closure of the venue by police, fire brigade or other public authority or, licensing/certification problems, you agree to pay the fee in full.

DATE AND TIME OF PERFORMANCE

With all but very late bookings, we will send you posters for the performance. These are normally sent between 4 and 6 weeks prior to the performance date and can be sent as soft or hard copy as you prefer.

ADVERTISING

You agree that it is your responsibility to advertise the performance and that we have no responsibility to advertise.

However, we normally publicise our performances on our website from the date they are booked and thereafter on listings and social networking websites.

INDEMNITY

You agree that you will fully indemnify us for damage, loss or confiscation of our equipment or instruments on your premises resulting from any act or omission on your part or, failure to comply with these terms and conditions.

All booking enquiries made via our website are subject to these terms and conditions, by making the enquiry you agree to them. Clients enquiring by any other method than this website will be advised verbally and via email. Requesting a quote from Phil requires your acceptance of these terms and conditions unless you state otherwise at the time of the enquiry. Any discussions or negotiation of these terms and conditions will only be accepted when made in writing to philsmyth@mac.com.

Best Regards

Phil Smyth

