

PLEASE NOTE items No. 3 regarding balance payments and Items No. 7 regarding cancellation.

Terms and Conditions of Business

This agreement is an agreement between **[Client's]** hereafter referred to as the Client and **[Musician or Bands Name (Contact Name)]**, hereafter referred to as the Musicians.

1. The Musician(s) engaged are engaged for services and not for employment. The engagement is only for the period stated. This agreement reflects the terms and conditions as verbally agreed (including via email) between the Client and the Musician(s).
2. This agreement shall only be deemed accepted by both the Client and the Musicians when the Client has returned a copy of this agreement with the deposit as stated, within fourteen (14) days of issue.
3. The Client agrees to pay the Musician(s) the balance of the agreed fee, either:
 - By the due date by cheque, bankers draft or bank transfer. Cheques and bankers drafts are to be made payable Ben Farmer. or
 - On the day of the engagement in cash upon the Musician(s) arrival at the venue. If cash is not given to the Musicians on their arrival at the venue or if a cheque is offered in lieu of cash, the Musician(s) reserve the right to leave the venue without performing and without penalty, and the Client will still be liable to pay the Musician(s) the full balance due within 14 days.
4. The Client has no right to demand the use of the Musician(s) equipment, instruments or props during the engagement. Requests to make a short speech or an announcement to guests will be considered by the Musician(s). Any decision will be at the discretion of the Musician(s). Any subsequent damage to the equipment, instruments or props resulting from this decision will be the responsibility of the Client.
5. The Client is required to provide a suitable performing area with adequate and safe electrical supply and changing rooms for the Musician(s) at the venue. Toilets are unacceptable.
6. This agreement can be cancelled within fourteen (14) days of the date of issue. If the Client wishes to cancel this agreement within this period, then the Client should notify the Musician(s) as soon as possible.
7. Cancellation of this agreement by the Client will incur the following cancellation fees:
 - More than 90 days (3 months) prior to engagement date: loss of deposit paid
 - 89 days to 31 days (3 months to 1 month) prior to engagement date: loss of deposit paid PLUS 75% of agreed fee less Musician(s) travel expenses
 - 30 days (1 month) or less prior to engagement date: loss of deposit paid PLUS 100% of agreed fee less Musician(s) travel expenses.
 Cancellation fees must be paid within 14 days of the cancellation.
8. If by reason of strike, fire, war, riot, epidemic, civil commotion, national calamity, mechanical breakdown, order of the government or local authority, act of God, illness or other incapacity of the Musician(s) certified by a properly qualified medical practitioner, or other cause beyond the control of either party, the engagement is unable to proceed, this agreement shall be null and void.
9. The leader or principal of the Musician(s) undertakes to appear personally throughout the engagement. The Musician(s) accept no responsibility for changes in the personnel or line-up of the Musicians agreed. In the event of illness, accident or unforeseen circumstances, the leader of the Musicians will take every reasonable step to replace the inconvenienced performer with someone of comparable quality.
10. If in the event of the Musician(s) being unable to attend the event on the day, due to unforeseen circumstances such as car breakdown or accident, and the Musician(s) cannot find a suitable replacement, then the Musician(s) will refund the deposit and any balance payments in full to the Client.
11. Any claims for liability prior to the engagement date, on the engagement date or any time thereafter, will not be entered into with the Musician(s) and any claims will be limited to the total agreed fees stated in this agreement.
12. The Musician(s) reserve the right to change these terms and conditions at any time, with 7 days written notice to the Client. Any objections to these changes should be submitted in writing to the Musician(s).
13. Signatures on the overleaf page signifies acceptance of these Terms and Conditions of Business by both parties.

Client's Signature:

Date:

Musician's Signature:

Date:

Please sign and date both copies of this contract. Return one copy to us as soon as possible along with your deposit. We will then confirm your booking. Signing this agreement signifies your acceptance of our Terms and Conditions of Business as attached.

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