

## TERMS AND CONDITIONS OF BOOKING

**Idomusic Limited ("the Agent") acts as the booking agent on behalf of the bands and artists shown on its website ("the Artist"). All bookings are made by the Agent on behalf of the Artist and the contractual relationship in connection with the booking will be between the person making the booking ("you") and the Artist. The Agent shall not have any liability to you in respect of the booking, the performance or non-performance of the Artist and any other matter in connection with the booking.**

### 1. CONFIRMATION OF BOOKING

- 1.1 Any booking, whether confirmed verbally, electronically, in writing or otherwise by the Agent, is subject to these terms and conditions of booking ("Conditions").
- 1.2 No booking shall be deemed to have been accepted unless and until the Agent confirms acceptance of that booking and you have paid the deposit in accordance with Clause 3.
- 1.3 These Conditions shall prevail over any inconsistent terms and conditions, contained, or referred to, in any purchase order, confirmation of order, acceptance of a quotation or specification or any other document supplied by you or implied by trade custom, practice or course of dealing.

### 2. CHANGES

- 2.1 If, at any time, you require a change to the booking you must contact the Agent in writing immediately. All changes to the booking must be agreed in writing with the Agent in advance of the date of your event.
- 2.2 If, in the reasonable opinion of the Agent, your requested change cannot be accommodated the booking will be terminated without any liability to you.
- 2.3 The Agent reserves the right to increase the amount of the deposit and/or booking fees payable in order to accommodate a requested change.

### 3. DEPOSIT

- 3.1 When you make the booking, you must pay a deposit to the Agent which will be a sum equal to 20% of the total booking fee payable.
- 3.2 The deposit is non-refundable except in the circumstances listed in Clause 7.4 and Clause 12.

### 4. FEES

- 4.1 Unless otherwise agreed in writing, the balance of the total booking fee payable must be paid to the Artist either by cheque no later than 7 working days prior to the date of your event or by cash on the date of your event.
- 4.2 If you have agreed to pay the balance of the total booking fee by cheque and that payment has not been received by the Artist 7 working days prior to the date of your event, the Artist reserves the right to cancel the booking, without any liability to you and any fees and deposit that you have previously paid in relation to the booking shall be non-refundable.

## 5. EXPENSES

You agree to pay the reasonable expenses incurred by the Artist including but not limited to expenses incurred in relation to food, rehearsal time and accommodation. Details of such expenses will be provided to you in the booking form you receive from the Agent and will form part of the booking fee.

## 6. YOUR OBLIGATIONS

- 6.1 The Artist may have a "rider" which contains the Artist's requirements for (without limitation) food, accommodation, dressing room and technical specifications for the event. You will be informed of these requirements within a reasonable period after making your booking. The "rider" forms an integral part of your contract with the Artist and must be provided by you at your own expense.
- 6.2 You must ensure that the performance venue:
- 6.2.1 is a safe performance venue for the Artist;
  - 6.2.2 is able to provide a safe source of power (for non-acoustic acts);
  - 6.2.3 is able to accommodate the performance of the Artist;
  - 6.2.4 possesses all applicable licences and other regulatory requirements necessary for the Artist's performance;
  - 6.2.5 has adequate parking facilities for the Artist; and
  - 6.2.6 has an adequate area for the Artist to change in and to store equipment and instruments and to perform in.

- 6.3 It is your responsibility to investigate the performance venue thoroughly prior to making any booking and you must provide the Agent with all any relevant information about the venue when making the booking and on request.
- 6.4 Any equipment and instruments of the Artist are not available for use by any other performers or persons except with the express permission of the Artist. You will be liable for any damage to or destruction of the Artist's equipment and/or instruments unless that damage or destruction was caused by or due to the Artist's negligent act or omission.
- 6.5 If no parking or inadequate parking is available at the performance venue, you agree to pay for any parking expenses incurred by the Artist. Any such sums shall be payable on the date of your event in addition to the outstanding booking fee due.
- 6.6 It is your duty to ensure that the Artist is provide with adequate refreshment throughout their time at the performance venue.
- 6.7 If the Artist is subjected to aggressive, abusive, demeaning, threatening or otherwise unpleasant behaviour then the Artist shall be permitted to terminate the performance without any liability to you. In these circumstances, you shall remain liable for the payment of the booking fee.

## 7. CANCELLATION

- 7.1 If you want to cancel your booking, you must inform the Agent immediately in writing. The Agent will then inform the Artist of the cancellation.
- 7.2 If you cancel the booking for any reason, the deposit shall be non-refundable and, unless the Artist can find an alternative booking for the date on which your event would have taken place, you shall remain liable to pay the booking fee due within 7 working days of the date of cancellation.
- 7.3 If you cancel and the Artist finds an alternative booking for the date on which your event was due to have taken place but the fees for that alternative booking are lower than the fees the Artist would have received if your booking had not been cancelled, you shall be liable to pay to the Artist the difference between the amount received for the alternative booking and the amount that the Artist would have received if your booking had gone ahead.
- 7.4 In the event that the Artist is unable to perform at your event, in the first instance the Agent will endeavour to find a suitable replacement artist. If the Agent cannot find a suitable replacement artist or you do not wish to engage the replacement artist to perform at your event, the Agent will refund any deposit and any booking fee already paid in advance within a reasonable period of time.

7.5 No deposit or booking fee shall be refunded if the reason for the cancellation of the booking by the Artist is due to venue restrictions, venue health and safety issues or any Force Majeure Event. "Force Majeure Event" shall mean any acts, events, omissions or accidents beyond the Artist's reasonable control including (but not limited to) acts of God (including fire, flood, windstorm or other natural disaster), war, threat of or preparation for war, armed conflict, terrorist attack, civil war, civil commotion or riots, nuclear, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction, explosion, loss at sea, extreme adverse weather conditions, any illness certified by a doctor's note, collapse of building structures, failure of plant machinery, computers or vehicles, any labour dispute, non-performance by suppliers or sub-contractors and interruption or failure of utility service.

## **8. LATE PAYMENT**

8.1 Failure to pay any sums due under these Conditions will result in interest being charged on the balance due. Interest will be charged at the annual rate of 3% above the base lending rate of Barclays Banks plc accruing on a daily basis and being compounded quarterly until payment is made, whether before or after judgment.

8.2 All sums due under these Conditions shall be paid by you to the Agent and the Artist (as applicable) in full without any deduction or withholding (other than any deduction or withholding of tax as required by law, and you shall not be entitled to claim set-off or to counterclaim against the Agent or the Artist (as applicable) in relation to the payment of the whole or part of any such sum(s).

## **9. LATE PAYMENT**

All complaints must be made in writing to the Agent no more than 14 days after the date of your event. The Agent shall contact the Artist to discuss the complaint. Whilst the Agent shall not be responsible for any act or omission of the Artist, it shall endeavour to act as a mediator between the parties.

## **10. DELAYED EVENTS AND LATE FINISHES**

10.1 If, due to the late running of your event or any alterations to your event schedule, the Artist is not able to perform their full scheduled performance time, you agree that there will be no reduction in the booking fees due.

10.2 If your event runs late and the Artist agrees to finish later than their scheduled performance time, then you will be liable to pay a late finish fee of 10% of the total booking fees due per ½ hour overrun, payable on the date of your event to the Artist in cash or by cheque.

10.3 Notwithstanding the above, the Artist has the right to refuse to finish later than the scheduled finish time without liability to you.

## 11. SOUND LIMITERS AND VOLUME

- 11.1 The adjustment of the volume and sound level of any equipment by the Artist shall be as you reasonably require. However, the Artist cannot guarantee that the quality of their performance will be not reduced or altered in any way should the volume or sound level be adjusted as requested.
- 11.2 You agree that the Artist shall not be responsible for any non-performance or reduction in quality of performance in circumstances where a sound limiter is set so low that live music performance is not possible or impeded.

## 12. DISTANCE SELLING

- 12.1 If you are contracting as a consumer, you may cancel your booking in writing at any time within seven working days, beginning on the day you make the booking. In this case, you will receive a refund of any deposit paid.
- 12.2 Please note that you do not have the right to cancel once the services to be provided to you under your booking have begun.