

# **“The Blighters” Booking Terms and Conditions**

*Thank you for choosing to book “The Blighters” to play at your function. We look forward to the event and will aim to provide you with high quality and enjoyable entertainment. Please forgive the formality, but as with the provision of any service we think that it is important that we clarify the terms and conditions upon which the engagement will be made.....*

## **“The Blighters” Terms and Conditions of booking.**

Please read our terms and conditions of booking before entering into a contract to book “The Blighters”. If you do not understand any part of these terms, please contact us for clarification or seek advice.

In the event of a disagreement or dispute, All bookings **whether confirmed verbally, electronically or in writing** will be subject to the following terms and conditions:

### **1. Definitions.**

This booking contract is between the “Client” and “The Blighters”. It is assumed that the “Client” will be present throughout the event, including set-up and departure periods. If this is not the case, a nominated Client’s representative should be present in order to ensure that the event is completed to the clients satisfaction; having full regard to good Health & Safety practice and any particular requirements and conditions of the event or the venue.

### **2. Confirming the booking.**

2.1 “Confirmation” will mean any verbal, electronic or written acceptance of this booking by both the “Client” and “The Blighters”.

2.2 Our terms and conditions of booking take effect upon confirmation.

2.3 Non-signature/exchange of a contract is not sufficient to cancel the booking or acceptance of these terms.

### **3. Changes to contract.**

The agreed booking fees may be subject to change (by agreement with both the “Client” and the “The Blighters”) if any details regarding live performance at the event are significantly altered. All alterations must be notified and agreed at least 7 days before the event.

### **4. Payment of fees.**

“The Blighters” may request a deposit upon booking confirmation. The agreed booking deposit is due within 5 working days of confirmation and can be paid by cash or cheque to “The Blighters” band member nominated to manage this booking.

Unless otherwise agreed by the “The Blighters”, the balance is payable in cash on the day of the event.

If any fee which the “Client” is due to pay prior to the event has not been received at least 5 working days before the event, “The Blighters” has the right to cancel this booking without penalty. The “Client” will forfeit any other fees paid previously and will remain liable for any cancellation fees due (see clause 5.)

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## **5. Cancellations**

*We know that life doesn't always go to plan and that from time to time serious problems mean that things have to be changed. In the rare event that “The Blighters” have a problem that might threaten our ability to perform, we will give our client the earliest notification that we can and will do our best to minimise inconvenience. We will try to help find a way for the function to go ahead if we reasonably can. We feel sure that our client would share the same spirit and would act in the same way if they find that they have serious and unexpected problems. Here's how we'll handle cancellations.....*

### **Cancellation by the “Client”:**

In the event that the “Client” cancels the booking, “The Blighters” may allow the event to be rescheduled or may seek fees outlined below. “The Blighters” do not guarantee to be able or willing to reschedule a booking.

- i) Cancellation by the “Client” within 48 hours of confirmation will not carry a cancellation fee unless the event date is within the following 7 days, in which case the full booking fee will be due.
- ii) Cancellation by the “Client” after 48 hours of confirmation and up to 28 days from the event will result in loss of deposit and 20% of the remaining balance will be payable by the “client”
- iii) Cancellation by the “Client” within 28 days and up to 7 days of the event will result in loss of deposit and 50% of the remaining balance will be payable by the “client”
- iv) Cancellation by the “Client” within 7 days of the event will result in loss of deposit and 100% of the remaining balance will be payable by the “client”

“The Blighters” cancellation fees should be sent to “The Blighters” band member previously nominated to manage the event within 7 days of the “Client’s” notification of cancellation.

It is the “Client’s” responsibility to ensure their venue is appropriate for the event and performance and can accommodate “The Blighters” safely, legitimately and in accordance with venue terms and conditions. Outdoor performance areas must be safe, solid and level with sufficient protection of the band and equipment from rain and bad weather. Non-performance of “The Blighters” due to venue restrictions will place the “Client” liable for cancellation fees as detailed above.

### **Cancellation by the “The Blighters”:**

*“The Blighters” will do their level best to provide you with a great performance for your event. This is what we'll do in the unlikely event that we have problems.....*

In the event that individual members of “The Blighters” are unable to perform at the event, “The Blighters” will seek to complete the event using “Deputy” performers of appropriate standard.

In the unlikely event that “The Blighters” must cancel the booking without the agreement and permission of the client, “The Blighters” agree to inform the client immediately. “The Blighters” will make a reasonable attempt to find a suitable replacement band of similar standard and style. The “Client” will choose whether or not to engage the suggested replacement band and will manage the detail of this new contract, including agreement of fees and charges.

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If “The Blighters” are unable to perform, they will refund to the “Client” any deposit or other booking fees already paid and the contract between “The Blighters” and the “Client” will expire. “The Blighters” will not be liable to pay compensation resulting from loss of enjoyment of the performance or event.

*“The Blighters” love playing music, but music is an expensive interest – so, when we agree a charge for our services, we need to be confident that we’ll be paid. Here’s what we’ll do in the unlikely event that the money side of our arrangement becomes a problem.....*

## **6. Late payment of deposit**

Where “The Blighters” request a booking deposit to be paid, failure by the “Client” to pay the booking deposit within the terms specified will result in the “client” being in default of contract. The booking may be cancelled and the “client” bound by the cancellation clauses in part 5 of these terms and conditions.

## **7. Late payment of the balance**

In the event of failure by the “Client” to pay “The Blighters” within the terms specified, “The Blighters” reserve the right to charge interest on the balance due. In such an instance “The Blighters” reserve the right to claim interest at 5% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

Non-payment of the balance may result in legal action.

*“The Blighters” have a good track record of pleasing their audience with a great night of music, singing and dancing. If our client thinks that we’re missing the mark – we’d really like to know early on, so that we can do our best to put things right. Here’s how we’ll do our best to please you.....*

## **8. Complaints**

If our “Client”, or nominated representative, is unhappy about any aspect of “The Blighters” stage and equipment layout, sound quality, volume or content of the performance; complaints must be raised immediately in order that they can be addressed, corrected or avoided at the earliest practicable time.

A copy of our proposed playlist can be provided in advance of the event. Reasonable requests to add alternative songs [not guaranteed] or remove undesired songs will be accommodated if practicable.

If through equipment malfunction or reasons of their own fault “The Blighters” are unable to fulfil part of the event schedule, a proportion of the fee pro-rata to the set-list not completed will be deducted from the booking fee. “The Blighters” will not be liable to pay compensation resulting from loss of enjoyment of the performance or event.

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*Circumstances on the day, or last minute “good ideas”, might result in our client asking “The Blighters” to change where, what or when they perform. We’ll aim to accommodate reasonable requests if we feel we can. Here’s how we’ll consider requests that might border on the unreasonable.....*

## **9. Changes on the day.**

Where possible, changes to the schedule which are unavoidable on the day of the event should be discussed and agreed as soon as practicable with “The Blighters” band member nominated to manage your booking. Significant changes may incur additional charges to the “Client” or may result in “The Blighters” being unable to comply with revised requirements.

Any changes will be subject to these terms and conditions.

## **10. 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 “The Blighters”], “The Blighters” are not able to perform their full performance time within the agreed schedule, there will be no reduction in the “The Blighters” fee.

If the event runs late, “The Blighters” may agree to extend the finish time at their discretion. This may incur additional cost to the “Client” which will be agreed before extended performance time begins.

“The Blighters” retain the right to refuse to finish later than the contracted finish time without penalty but their intention will be to accommodate any reasonable changes if they contribute to the success of the event.

## **11. “The Blighters” service guarantee.**

“The Blighters” will make every effort to ensure their performance is to a high standard, adheres to the client’s wishes where notified and reasonable, be polite and courteous with the client, their guests and all venue staff and contractors.

“The Blighters” agree 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. “The Blighters” take their responsibility to ensure the good working order & safety of their own equipment seriously and can provide proof of all necessary insurances, testing & certification on request.

“The Blighters” agree that their fee is inclusive of all expenses

## **12. - Sound limiters & volume.**

The adjustment of the volume and sound level of any equipment shall be as the “Client” reasonably requires. However, it should be understood that “The Blighters” performance may be significantly impaired should their volume be reduced too far, or be required at levels above the reasonable performance of their PA equipment.

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## **13. “The Blighters” equipment.**

It is agreed by the “client” and “The Blighters” that the equipment and instruments of “The Blighters” are not available for use by other performers or persons except by specific permission of the “The Blighters”.

## **14. Use of “Deputy” performers.**

A “Deputy” performer will mean a person or persons who stand in for one or more of the “The Blighters” standard group of performers should they be unable to perform due to prior commitments or illness.

“The Blighters” will perform using their standard group of 4 or 5 performers [by prior agreement with the “Client”] wherever practicable. In the event that the normal band line-up is unavailable, “The Blighters” agree that any “Deputy” performers used will be of acceptable standard.

There will be no reduction in “The Blighters” fee if a “Deputy” performer is used.

## **15. Guest behaviour**

The “Client” shall take full responsibility for ensuring adequate arrangements are in place to monitor guest behaviour and to take timely control measures to protect the safety and wellbeing of all guests in an appropriate manner.

Where “The Blighters” feel that the safety of guests, performers or equipment is at risk they maintain the right to end the performance early and without penalty.

*We hope that you can see the value of our terms and conditions and that you agree that they are a simple and sensible way to protect the interests of both parties if things don't go as smoothly as we would hope.*

*If you have any suggestions on how we might make our terms and conditions fairer or clearer, please pass them to us!*

*Thanks again for choosing to book “The Blighters” to play at your function.....*