

TERMS AND CONDITIONS AND YOUR CONTRACT

ACTS



Terrific Events

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CONTRACT TERMS AND CONDITIONS

When booking a show with us and you fill out your Contract/Booking Form you have entered a contract with us. Please familiarise yourself with our Terms and Conditions which are below.

TERRIFIC EVENTS

CONDITIONS OF BOOKING

Definitions

In these Conditions unless the context otherwise requires reference to the singular includes reference to the plural (and vice versa) reference to any gender includes reference to the other genders and the following expressions shall have the following meanings: -

"**Booking Form/Contract**" the booking form/Contract for the Festival completed by the Artist;

"**the Company**" TERRIFIC EVENTS

"**the Contract**" the contract between the Company and the Artist resulting from acceptance by the Company of the Artist's application to provide a session at the show;

"**Artist**" the company, firm or person described as the Artist in the Contract/Booking Form;

"**Festival**" the Festival, show or event referred to in the Contract/Booking Form;

"**Festival Regulations**" the regulations drawn up for the Show by the Terrific Events;

"**the Fee**" the total amount payable by the Company to the Artist for their agreed session inclusive as shown on the Contract/Booking Form or vice versa;

"Venue" the venue at which the Festival is to be held.

UPON CONFIRMATION OF A MUSIC BOOKING FOR TERRIFIC EVENTS they will issue these terms and conditions and the Entertainment Booking Form (together the "Contract") to the Artist (as defined in the Entertainment Booking Form) for signature, and this must be returned within two working days. A copy of this Contract will also be forwarded to the Artist (as identified in the Entertainment Booking Form) for signature immediately and again to be signed and returned within two 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:

2. All terms used in the Entertainment Booking Form shall apply in these Terms and Conditions

3. Confirming the booking

All bookings take effect immediately upon acceptance of the booking by BOTH Terrific Events 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.

4. Changes to a 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 Terrific Events in advance of the Event Date.

5. Payment of fees

The Total Cost must be inclusive when agreed with Terrific Events and the Artist.

Deposits are not paid unless otherwise agreed at the time of booking. The Artist will be paid prior to the Event or at the Event as per agreed by Terrific Events and the Artist.

6. Cancellations:

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

If Terrific or Artist do not cancel the Contract in accordance with clause 5.1 or for any reason other than a Force Majeure Event they are both liable for costs.

7. CANCELLATION PERIOD

CANCELLATION FEE

Less than 48 hours after Confirmation - nil

30 days before as per agreed with Terrific Events and the Artist

It is Terrific Events responsibility to ensure their venue at the Event Address can accommodate the Artist.

9. 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 possible after being informed by the Artist and make all reasonable attempts to find 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 any money already paid to them. 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.

10. Payments

Terrific Events will follow the payments terms agreed at the time of booking and will pay the Artist as per the agreed time period. Cash can be agreed to be paid at the Event.

11. Event Schedule

If the Artist is unable to fulfil part of the event schedule or breaks the Terms of this Contract Terrific Events will make a refund claim on the Artist's fee, a complaint will be made in writing no more than 30 days after the Event Date.

12. 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 the Artist and Terrific Events will discuss a fee agreeable to both parties.

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

13. Expenses

All fees agreed including any expenses must be inclusive and be confirmed at the time of booking.

14. Sound limiters & volume

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

The Artist shall not be held responsible should the volume be reduced below the level of any unamplified drum kit and/or backline instruments.

15. Artist equipment

Terrific Events and the Artist will agree on what equipment or if a backline is available on the stage they will be performing on, at time of booking.

16. Force Majeure Event

"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 or serious illness and is an act of God) and which is not attributable to any act or failure to take preventive action by the Artist or Client.

17. Rights of Contract

The terms of this Contract may be enforced in accordance with the Contracts (Rights of Third Parties) Act 1999 by Terrific Events.

18. General

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.

19. ARTIST EXPECTATION

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. The Artist agrees that their fee is inclusive of all expenses. It is the Artist's responsibility to ensure the good working order and safety of their equipment, and to obtain all necessary insurances & certification. 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 of other attire is considered to be an essential part of their act. The Artist is responsible for their their own equipment insurance, vehicle insurance and for carrying out the P.A.T. testing of their equipment.

- a. **Social Media Policy & Usage:** We adopt a Social Media Policy to ensure our business and our staff conduct themselves accordingly online. While we may have official profiles on social media platforms users are advised to verify authenticity of such profiles before engaging with or sharing information with such profiles. We will never ask for user passwords or personal details on social media platforms. Users are advised to conduct themselves appropriately when engaging with us on social media.

There may be instances where our website features social sharing buttons, which help share web content directly from web pages to the respective social media platforms. You use social sharing buttons at your own discretion and accept that doing so may publish content to your social media profile feed or page. You can find further information about some social media privacy and usage policies in the resources section below.

b. **Resources & Further Information**

- Overview of the GDPR – General Data Protection Regulation
<https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>
- Data Protection Act 1998
<http://www.legislation.gov.uk/ukpga/1998/29/contents>
- Privacy and Electronic Communications Regulations 2003
<http://www.legislation.gov.uk/uksi/2003/2426/contents/made>
- The Guide to the PECR 2003
<https://ico.org.uk/for-organisations/guide-to-pecr/>
- Twitter Privacy Policy
<https://twitter.com/en/privacy>
- Facebook Privacy Policy
<https://www.facebook.com/about/privacy/>
- Google Privacy Policy
<https://policies.google.com/privacy>

- [Linkedin Privacy Policy](https://www.linkedin.com/legal/privacy-policy)
<https://www.linkedin.com/legal/privacy-policy>
- [Mailchimp Privacy Policy](https://mailchimp.com/legal/privacy/)
<https://mailchimp.com/legal/privacy/>

General

- a. We reserve the right to replace and cancel any Artist without refund if they breach any of our Terms and Conditions.
- b. If the Artist commits any breach of its obligations under the Contract (and if the breach is remediable, fails to remedy it within a reasonable time) the Company may exclude the Artist from the Exhibition and/or require the Artist to leave the Venue immediately and shall (without prejudice to the other rights of the Company) be entitled at the Artist's cost to remove the Artist's Exhibits, property and personnel and any person to whom the Artist may have issued a pass for the Exhibition from the Venue. The Company may at the Artist's cost return the Exhibits and/or the Artist's property to the Artist at the address specified in the Contract/Booking Form or may destroy or otherwise dispose of the Exhibits or such property as the Company thinks fit.
- c. Any notice, agreement, consent or approval to be given by or to the Artist under the Contract must be in writing.
- d. The Contract is governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
- e. No alteration, addition, amendment or waiver to the Contract shall be binding on the Company or the Artist unless it is in writing and signed by a person duly authorised to do so by the Company and the Artist.

Social Media Disclaimer: Defamation and Social Media Industry Standard

When entering into a Contract with **TERRIFIC EVENTS** you are agreeing to our Social Media Terms and Conditions and Defamation for reputation damage for both parties. Should you publicly damage our reputation you will be in breach of Contract (and vice versa) and further action will be taken.

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Privacy and Cookie Policy

Terms and conditions

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