



TERMS & CONDITIONS

1. TERMS

'The Artist' signifies the person arranged to provide a performance. The term 'Artist' implies not only the individual who signs the Contract but also the ensemble, group, band or orchestra of musicians contracted for the Engagement. 'The Client' signifies the person who books a performance for an event. The term 'Client' implies the individual signatory to the Contract, and may in some cases refer to a company who corporately is the client in this case. 'The Agent' is Jelli Records Entertainments. 'The Contract' refers both to the contractual agreement between the Client and the Agent, and that between the Artist and the Agent.

2. CONTRACT The Contract confirms a booking negotiated by the Agent between the Client and the Artist. The Agent therefore is an intermediary and cannot be held responsible for non-fulfilment of bookings or performance fulfilment quality, the responsibility of which is the Artist's once the Contract is confirmed. All changes to the Contract after confirmation must be arranged and agreed by the Agent, Client and Artist electronically or in writing in advance of the Engagement. The booking fees may be subject to change, in agreement with both the Client and the Artist, if any details on the Contract are altered after confirmation. Any riders or other documents relating to the Engagement attached by the Agent to the Contract agreed by Client and Artist shall be deemed an integral part of the Contract.

3. CHOICE OF MUSIC The Agent may, if invited to do so, offer advice without prejudice on the choice of music for the Client's requirements. If the Client does not select specific music prior to one month before the Engagement, the musicians shall provide music of their own choice at their discretion. Every effort will be made to accommodate late changes to the Client's music selections provided it is possible to do so. If specific music is required by the Client which must be sourced or arranged by the Artist, this service carries an additional charge.

4. RECORDINGS If the Client wishes to have their event recorded in any way (including DVD/Video, electronic, or audio recording), this must be agreed within the Contract. Prior permission must be sought from the Artist before any recordings can be made. Additional charges will apply as advised by the Musicians Union and the Incorporated Society of Musicians, which must be agreed within the Contract.

5. INSURANCE The Agent cannot accept any liability for theft, injury, damage or incident experienced during an event for which musicians have been arranged at which the Agent is not present, nor for the late/non-arrival of musicians due to circumstances beyond the Agent's control. It is recommended that the Artist should have current and adequate public liability insurance and submit a copy of the certificate to the Agent with their signed Artist Contract if requested. Whether or not such insurance is taken out and kept up to date by the Artist, the Artist remains completely and exclusively responsible for any claim by the Client or Agent arising from the booking.

6. PAYMENT. i) Deposit A deposit may be due upon confirmation of the Contract as specified in the invoice accompanying the Contract. All deposits are non-refundable. Failure by the Client to pay the booking deposit within the terms specified in the invoice without prior agreement of the Agent renders the Contract unconfirmed. If the Contract is therefore cancelled, the Client will be bound by the cancellation clauses in these terms and conditions.

ii) Balance/Full Payment Full payment may be required at time of Contract if the date of the Engagement is within 6 weeks of the date of Contract. Should the Client fail to pay the balance or full payment within the terms specified in the invoice without prior agreement of the Agent, a late payment fee equal to 10% of the total balance will be due. This will be payable by the Client to the Agent for every 5 working days the payment is late. Where, in exceptional circumstances, prior agreement has been reached in writing between the Client and the Agent that payment may be made to the Agent after the engagement, this must be fulfilled within 30 days of the engagement or the amount may be sought via legal processes.

iii) Payment by the Client should be sent to the Agent not the Artist The Artist agrees not to accept direct payment from the Client, at the Engagement or at any time, with the exception of a small extension of the performance period covered in point 12 (viii).

iv) The Artist shall send an invoice to the Agent after the Engagement, for the fee agreed prior to Contract with no additional costs added. The Agent will pay such an invoice promptly, once satisfied that the Engagement has been successfully fulfilled. Unless previously agreed in writing, the Agent is not liable to pay the Artist's fee prior to receipt of late booking payments from the Client.

7. CANCELLATION BY CLIENT i) If the Client shall cancel the booking prior to 6 weeks before the Engagement, the Client loses the deposit and is subject to a cancellation fee of 25% of the full fee as agreed in the Contract. The Agent shall retain the deposit and the Artist shall receive the cancellation fee less any costs in recovering this from the Client.

ii) If the Client shall cancel the booking within 6 weeks of the Engagement, the Agent shall be entitled to full payment from the Client and a cancellation fee of 50% of the full fee or £200 whichever is the greater. The Agent will then pay the agreed fee to the Artist. If in these circumstances the Client refuses or delays payment, the Agent is not liable for any payment to the Artist until the matter has been settled satisfactorily. Failure on the part of the Client to pay what is owed within one month will result in whatever legal action the Agent or Artist feels necessary to recover what is owed by the Client.

8. CANCELLATION BY THE ARTIST. i) Cancellation of the booking by the Artist after confirmation of the Contract is not allowed except in circumstances covered by Force Majeure (see clause 11). If the Artist cancels the booking for reasons of Force Majeure, the Artist should inform the Agent immediately. The Agent will inform the Client and both Artist and Agent will make all reasonable attempts to find a suitable replacement artist of similar standard and style, at no extra cost to the Client. The Agent has no financial liability to the Client for such a cancellation.

ii) Cancellation of the booking by the Artist prior to the Engagement under circumstances not covered by Force Majeure, the Artist should inform the Agent immediately and must make all reasonable attempts to find a suitable replacement artist of similar standard and style, at no extra cost to the Client. Should the Artist fail to provide a suitable replacement artist, the Client may pursue damages from the Artist directly. The Agent has no financial liability to the Client for such a

cancellation but will refund any advance payment already made by the Client. The Artist must also pay the Agent an administration fee equal to the commission due of the Artist's agreed fee for the Engagement, and this must be paid to the Agent within 5 working days of the cancellation. The Artist further agrees to refund the Client any difference between the original booking fee and the fee charged for any replacement artist arranged for the Client by the Agent. There will be no refund of payment due to the Client, and no administration charge will be made to the Artist, if a replacement artist can be arranged by the Artist and agreed by the Client.

iii) If a replacement artist is required last minute and the Client is not happy to accept the replacement Artist, the Client must not allow the replacement artist to perform. If the replacement artist is allowed to perform, their full fee will be due.

9. UNSCHEDULED INABILITY TO PERFORM. i) **If the Artist is unable to perform through sudden illness or road traffic incident, the Artist must immediately inform the Agent and, where reasonable, the Client.** The Artist must subsequently provide a medical certificate setting out the nature of the illness, or evidence of the accident, for the Agency and Client within 2 weeks of the engagement. In case of illness every effort should be made by both Artist and Agent to provide alternative entertainment.

ii) **If due to the late running of or alterations to the Engagement schedule which is no fault of the Artist, the Artist is not able to give their full scheduled performance as stated in the Contract, there will be no reduction in the Artist's fee and no requirement upon the Artist to extend their performance time.**

iii) **If through their own fault the Artist is unable to fulfil part of the Engagement schedule or breaks the terms of the Contract and the Client would like to claim a reduction on the Artist's fee, a complaint must be made at the time to the Artist and in writing to the Agent no more than 3 days after the Engagement.** Full payment must still be made by the Client as agreed in the Contract. The Client shall not be entitled to offset any discount thought to be due against the payment of the total cost, but should follow the procedure in these terms and conditions. Failure to pay within the terms of the Contract will incur charges outlined in clause 6 (ii) above. The Agent cannot be held responsible for the actions or failures of either the Client or Artist.

iv) **If it is necessary for an Artist to substitute a 'Dep' performer due to sudden unforeseen circumstances and a suitable 'Dep' is available, the Artist will utilise them rather than cancel the performance.** This may occur without prior notice. A reduction in fee for the use of a 'Dep' is not applicable and neither does it constitute grounds for cancellation of the Contract by the Client.

10. OTHER CONTRACTORS If the Agent is dealing with additional suppliers, sub-contractors, managers or other agencies on behalf of the Client, every effort will be made to ensure that all services and supplies as contracted are provided, but the Agent cannot accept liability for non-appearance, non-delivery, poor quality or breakdown of such services and equipment.

11. FORCE MAJEURE In cases of Force Majeure (which shall be known as flood, earthquake, storm, hurricane, or other natural disaster, war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, terrorism, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God) which are not attributable to any act or failure to take preventative action by the

Artist or Client, then the Artist or Client may cancel this booking without penalty other than loss of deposit.

12. CLIENT RESPONSIBILITIES i) **The Client shall, at their own cost, make certain that adequate and secure changing room and cloakroom facilities are available for the Artist, that the venue has appropriate licences and no inhibiting noise limitations, safe sources of power for the performance, a safe performance area, and that the management is aware of the requirements of the Artist.** If non-performance or a below-par performance results due to venue restrictions or error, the Client will still be liable for the full fee and neither the Artist nor the Agent may be considered liable.

ii) **It is the responsibility of the Client to ensure that the Artist is provided with free parking facilities at the venue for all vehicles associated with the Artist; should no free parking be available, the Client is liable for any parking charges incurred.**

iii) **It is the Client's responsibility to ensure that the Artist is provided with adequate refreshments throughout their period at the performance venue, the minimum being a supply of mineral water and a small meal.** A buffet or hot meal is appropriate for bookings of more than 3 hours' duration.

iv) **The Client must ensure that sufficient armless chairs are provided for the Artist in the performance area if required.** If the performance is outdoors, adequate shelter must be provided whatever the weather to cover both musicians and instruments.

v) **Unless the Artist has given express permission, the Artist's equipment and instruments are not available for use by any other person.**

vi) **If an Artist is subjected to aggressive or abusive behaviour and the Client does not remove the perpetrator, the Artist shall be allowed to terminate their performance without penalty; the Client will still be liable for the total fees.** The Artist is responsible for bringing the matter to the Client's attention.

vii) **Where the Client has agreed to cover additional expenses, such as accommodation, these must be repaid to the Artist within 30 days of the engagement provided receipts and invoices have been forwarded to the Client by the Artist in reasonable time.**

viii) **If the Artist has been asked and agrees to perform longer than the time stated in the Contract, a satisfactory additional surcharge should be agreed between Artist and Client prior to the extra time.** The agreed extra payment should be paid to the Artist on the day of the engagement. However, the Artist is under no obligation to extend their performance should they not wish to. Such an arrangement is not the responsibility of the Agent.

13. ARTIST RESPONSIBILITIES i) **The Artist shall perform at the Engagement to their highest standard and in the manner in which they have represented themselves to the Agent via promotional material.** The Artist shall provide relevant equipment in order to carry out the performance. The Artist is responsible for the good working order and safety of this equipment. It is recommended that Artists using electrical equipment should have it PAT tested annually and be in possession of a current PAT certificate at the time of the Engagement. It is further recommended that the Artist must have current Public Liability Insurance to a minimum of £1,000,000 cover. The Artist is

fully responsible for these matters and must supply the documentary evidence to the Agent at time of agreeing the Artist Contract if so requested.

ii) The Artist must contact the Agent during the week prior to the Engagement; this contact should be used to re-confirm the details of the Engagement and finalise any outstanding matters and confirm attendance. It is the Artist's responsibility to ensure they are under no obligation to another party in a manner which may interfere with this Engagement.

iii) If it is necessary for an Artist to arrange a 'Dep' due to unforeseen circumstances, and a suitable replacement artist is available, the Artist should utilise them rather than cancel the performance; the Artist is responsible for all arrangements and payments regarding the 'Dep'. A change in fee for the use of a replacement artist is not applicable. On occasion, band line-ups may be subject to such change and this may occur without prior notice.

iv) Health & Safety. The Artist must assume responsibility for the health and safety of themselves, the Client, and everyone present at the engagement, and act according to the highest health and safety standards.

14. COMPLAINTS i) In the event of a complaint or dispute expressed by either the Client or the Artist, the issue must be put in writing to the Agent to arrive within 3 days of the Engagement. The Agent will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved and an agreement reached, the Client and Artist should seek legal advice. The Agent is not financially or in any other way liable for issues arising between the Client and the Artist and their failures. Moreover, complaints arising from arrangements agreed between the Client and the Artist but without consultation of the Agent should be settled between the Client and Artist exclusively.

ii) Complaints must be made known to the Artist or Client during the Engagement, and the Artist or Client must make the nature of the complaint known to the Agent the following day if possible and within 3 days at the latest. If the Client is dissatisfied with the performance of the Artist, the Client must explain this to the Artist at the time and not permit the continuance of the performance. If despite dissatisfaction the Client permits the Engagement to be completed, the Client is liable for the full booking fee and has no further recourse following the Engagement. The value of the Contract between the Client and the Agent, and the value of the Artist Booking Contract between the Artist and the Agent, are in any circumstance limited to the value of the fee.

15. FUTURE BOOKINGS i) **The Client agrees to negotiate all future bookings of the Artist with the Agent exclusively and not with the Artist directly, for a period 12 months from the Engagement date on the Contract.**

ii) The Artist agrees not to hand out business cards or any promotional materials bearing the Artist's personal or business telephone number, electronic address or postal address, or any contact details other than those of the Agent, to the Client, their guests, staff, venue or contractors. If approached, the Artist must inform the person/s concerned to contact the Agent. Any other action will contravene the terms of this Contract.