

## Terms & Conditions

Please read the terms and conditions carefully as they form a legally binding contract.

These terms and conditions form the entire contract between you and Dutty Rascals.

### Contents

Booking Terms and Conditions Definitions and Interpretation .....	2
Confirming your Booking .....	2
Payment of the Booking Fee, any Hire Charge and the Act Fee .....	2
Your Responsibilities .....	3
The Act Owner's Responsibilities.....	3
Our Requirements.....	3
Travel Expenses.....	4
Photographs & Video .....	4
Changes to the Performance and Engagement Date .....	4
Delay, Interruption or Suspension Of Performance .....	4
Client Cancellation .....	4
Cancellations By Us .....	5
Cancellation because of Force Majeure .....	5
Complaints .....	5
Liability and Indemnification.....	5
Miscellaneous .....	5

# Booking Terms and Conditions Definitions and Interpretation

“the Contract” – the Booking Confirmation Email, signed contract and these terms and conditions.

“us” “we” “I” – Dutty Rascals

Sumantha McMahon, Weybridge, Surrey, KT139NZ acting for and on behalf of Dutty Rascals.

“you” – the person as we reasonably believe to have purported to have made the Booking and as stated as being the Client on the Booking Confirmation Email.

“the Booking” – the arrangements for the Engagement initially agreed between you and us that we will pass on to the Act Owner.

“the Act” – the Artistes and other personnel who are to perform at the Engagement. “the Act Owner” – the person named as such in the Booking Confirmation Form.

“the Booking Fee” – the cost of the Engagement to you, which does include all other reasonable expenses which may be set out in the Booking Confirmation Email.

“the Artiste” – the musicians who play at the Engagement.

“the Venue” – the performance venue named in the Booking Confirmation Email.

“the Engagement” – the performance engagement detailed in the Booking Confirmation Email.

“a force majeure event” – any extraordinary event or extraordinary circumstance beyond either your control or the Act Owner’s control which includes Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation and government sanction.

“the Booking Confirmation Email” – the email that we send to you that sets out details relating to your booking.

These terms and conditions form the entire contract between you and us.

If any term of this Contract is held by any court to be invalid or unenforceable, the remainder of its terms shall still remain in force.

Where appropriate, words importing the masculine shall also include the feminine and the singular number shall also include the plural and vice versa.

## Confirming your Booking

Once we reasonably believe you wish to proceed with the booking, either by what you have verbally confirmed to us or what you have put in writing to us, and we have obtained certain details from you regarding the booking, we will send to you the Booking Confirmation Email and Contract.

As soon as we send to you the Booking Confirmation Email, you will be deemed to have entered into the contract between you and us. You will also be deemed to have agreed to these terms & conditions that apply to the contract that you enter with us.

## Payment of the Booking Fee, any Hire Charge and the Act Fee

All fees will be set out in the Booking Confirmation Email and are inclusive of VAT (where applicable) unless the Booking Confirmation Email states otherwise.

The Booking Fee deposit (outlined in the booking confirmation as the 1<sup>st</sup> payment) will be due to us within 7 days of us sending to you the Booking Confirmation Email. The Booking Fee deposit is non-refundable in any event (unless Force Majeure or mutual cancellation).

We will send to you an invoice of the Booking Fee and you can make payments to us by cash, PayPal or direct bank transfer. PayPal may incur an additional fee.

The remainder of the Booking Fee (outlined in the booking confirmation) will be due to the Act Owner either by bank transfer a minimum of 14 days prior to the date of the Engagement or in cash on the day of the Engagement prior to the first performance. An invoice will be available from the Act Owner on request.

## Your Responsibilities

Unless you otherwise agree in writing with us, you have agreed to be responsible for all matters in connection with the Venue and as set out below.

You will be responsible for ensuring:

The Venue will provide a safe and appropriate working environment for the Artiste.

A suitable electrical supply meeting or exceeding British Standards is provided within five meters of the performance area.

The Venue must be capable of accommodating the Artiste's performance in all respects, including possessing appropriate licenses. If non-performance results due to the Venue's restrictions, you will still be liable for the Act Fee.

The Venue is appropriate for the setting up and loading in equipment. Parking must be available within 50 metres of the performance area for unloading purposes. If personnel are required to climb more than 10 steps whilst unloading the client must ensure there is a lift available or the artiste reserves the right to charge the client reasonable additional fees towards extra personnel required.

Providing all personnel with a hot meal and unlimited soft drinks including water.

Free parking is available for the duration of the Engagement. You will be liable for any parking charges.

Adequate supervision and/or security is provided at all times. In the event of unruly or threatening behaviour from any person, the personnel are entitled to cease the performance and you will still be liable for the Act Fee in full.

You will be liable for any damage to any of the equipment provided for the Engagement by the Artistes, which has been caused by anybody at the Engagement other than the foresaid.

## The Act Owner's Responsibilities

The musicians that we feature on our web site perform to a good professional standard and the Act Owner is responsible for ensuring that all personnel booked, perform the Engagement to a similar standard and act politely and be suitably dressed during their performance.

The Act Owner does not guarantee the presence of any specific personnel for the Engagement unless we have specifically referred to them in the Booking Confirmation Email.

The Act Owner will provide all equipment suitable for the Engagement and will hold a minimum of £1,000,000 Public Liability Insurance and all appropriate PAT certificates for any electrical equipment brought to the Venue.

For the avoidance of any doubt, we have no obligation or liability under the contract that you have with us other than to deliver the agreed live performance. In addition, we have no liability or responsibility for anything done, or not done by any persons outside the Act.

## Our Requirements

- We require 60-90 minutes to set up and at least 60 minutes to pack up after the performance. Set up takes place a maximum of 2 hours before our band performs. Earlier set up may be subject to charge. Pack up commences within 30 minutes of the band finishing the performance. Later pack up may be subject to charge.
- We need access to an electricity outlet and will use our own electrical equipment including but not limited to extension leads, PA system, and lighting.
- We need a safe stage which can cope with the weight of a full PA system and a minimum of 5 persons. If there is a stage area which is on-level with the rest of the floor, this must be clearly sectioned.
- In the rare occurrence that any of our equipment is mistreated or damaged by anyone other than the members of the Dutty Rascals during our booked time with you (Client), costs will be charged to you

(Client). Nobody other than the members of the Dutty Rascals may use or touch the equipment owned by the Dutty Rascals without our prior consent.

## Travel Expenses

There are no travel charges if your chosen venue is within a 10 mile radius of Weybridge, Surrey, UK. For venues outside that area you may incur travel costs. All costs will be stated prior to booking.

## Photographs & Video

On the day of The Engagement the Dutty Rascals request to take photographs and video footage. These photographs will only be used for the sole purposes of, adding to the Dutty Rascal's portfolio and in some cases publicity material. These photographs will not be used as or altered for inappropriate or offensive material. Examples of use include but are not limited to the Dutty Rascal's associated websites, blogs, social networking sites and leaflets.

## Changes to the Performance and Engagement Date

The Act Owner will take all reasonable measures to ensure that the performance at the Engagement runs to any agreed schedule. If on the day of the Engagement, you want to make changes to the performance then this will need to be agreed with the Act Owner who may charge you an additional fee.

If at the Engagement, the Act Owner/Act is requested by you/somebody who the Act Owner/Act reasonably believes has your authority, to change the agreed schedule/performance the Act will act reasonably to accommodate the request but in any event the Act Fee will not be reduced as a consequence.

You acknowledge that Engagement has been booked for a specific date as stated on the Booking Confirmation Email. You will be deemed to have cancelled the Engagement if you require a change to the Engagement Date and the Act is unavailable on the new date.

## Delay, Interruption or Suspension Of Performance

In the unlikely event that the performance is delayed, curtailed or stopped due to events beyond our control, including but not limited to, equipment failure, power failure, noise/sound limiters, time restrictions, venue's staff absence, smoke detector activation, closure of the venue by police, fire brigade or other public authority or, licensing/certification problems, you agree to pay the fee in full.

## Client Cancellation

If you wish to cancel the Engagement you must give us written notice. If you terminate the contract for any reason other than Force Majeure or unless both parties mutually agree to cancel the booking, a cancellation fee may be charged to you.

Any cancellation fees will be due to Sumantha McMahon within 7 working days of cancellation.

If you have not paid or have made no attempt to pay the Booking Fee within 7 days of us sending to you the Booking Confirmation Email, you will be deemed to have cancelled the Engagement.

Breakdown of cancellation fees:

**More than 365 days before the event:** Nil

**Less than 48 hours after confirmation, 8 or more days before the event:** Nil

**Less than 48 hours after confirmation, within 7 days of the event:** Full Fee

**More than 90 days before the event:** 50% of Full Fee

**Between 61-90 days before the event:** 80% of Full Fee

**60 days or less before the event:** Full Fee

Full Fee refers to the total amount of the booking NOT the remainder of the amount less the deposit.

The cancellation charge may be reduced or waived if we are able to recover the fee by securing a replacement booking.

## **Cancellations By Us**

In the rare circumstance that the Dutty Rascals need to cancel, we will endeavour to find you a replacement band, as similar to us as possible, or provide a full refund of all monies paid (including the deposit). For your peace of mind, this has never occurred.

The Band Leader agrees that if a standard performer (including the Band Leader) is ill or unforeseen circumstances result in a standard performer (including the Band Leader) not being able to attend The Event and a suitable deputy performer is available the Band Leader shall use the services of the deputy performer rather than cancel the booking.

## **Cancellation because of Force Majeure**

If a Force Majeure event occurs then either you or the Act Owner are entitled to cancel the Engagement providing you give us written notice (if you cancel) or we give you written notice (if the Act Owner cancels) within 24 hours of the event first occurring. If the Engagement is cancelled due to a Force Majeure event then both you and the Act Owner have no further liability or obligation under the contract between you and the Act Owner.

## **Complaints**

In the event that you wish to make a complaint, as a condition precedent to any compensation claim, you must put the complaint in writing to us within 48 hours of the Engagement taking place. The Act Owner will, in the first instance, attempt to mediate in good faith with the intention of reaching a satisfactory outcome to your complaint.

## **Liability and Indemnification**

We are neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against cancellation, loss or damage should obtain appropriate insurance.

Services are conducted on the basis of information, documents and/or samples provided by, or on behalf of, you (The Client) and solely for the benefit of you (The Client). Neither Dutty Rascals nor any of its officers, employees, agents or subcontractors shall be liable to Dutty Rascals nor any third party for any actions taken or not taken outside the remit of the service supplied nor for any problems arising from unclear, erroneous, incomplete, misleading or false information provided to Dutty Rascals.

You agree that you will fully indemnify us for damage, loss or confiscation of our equipment or instruments on your premises resulting from any act or omission on your part or, failure to comply with these terms and conditions.

## **Miscellaneous**

In line with The Late Payment of Commercial Debt (Interest) Act (1988) I understand and will exercise my statutory right to interest and compensation for debt recovery costs under the late payment legislation if not paid according to agreed credit terms.