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By booking us, you are entering into a binding contract for the supply of live music, and other agreed services, by Dutty Rascals on a particular date and time for an agreed fee. These terms and conditions are intended to be reasonable and appropriate to a booking. You agree that the following terms and conditions shall govern that contract, that these shall take precedence over any other terms and conditions and, English Law shall govern their interpretation. The terms and conditions outlined below apply to all engagements.

## Contents

Definitions .....	1
Licenses, Insurance & Certificates.....	2
PAT Testing.....	2
Health and Safety.....	3
Booking the Band .....	3
Deposit Payment .....	3
Payment .....	4
Change of details & Cancellations By The Client .....	4
Cancellations By Dutty Rascals .....	4
Delay, Interruption Or Suspension Of Performance.....	4
Arrangements & The Event.....	5
Our Requirements .....	5
Travel Expenses.....	5
Photographs & Video .....	5
Liability and Indemnification .....	6
Miscellaneous.....	6

## Definitions

**The Client:** the person responsible for booking the Dutty Rascals.

**Band Leader:** Sumantha McMahon, band leader for the Dutty Rascals.

**The Event:** relates in principle to the date whereby the event, 'the gig' for example, takes place.

**Band:** any member of Dutty Rascals including the Band Leader.

The words "you" or "your" mean or refer to the person(s) booking and the venue's management and staff.

The word "venue" means the place at which the performance occurs and may be a building, tent, hall or other construction used for the purpose of the performance.

The word "client" or "guests" mean or refer to members of the public at the venue whether present through admission (i.e., by ticket or fee) or not and any other performing artists booked by the venue.

The words "Dutty Rascals", "band", "we", "our", "ourselves", "I" and "us" mean or refer to members of the band Dutty Rascals and any road, lighting, or sound crew with the band.

The words “our equipment” mean all electrical and mechanical devices, cases, musical instruments, cables, microphones, amplifiers, speakers, lighting, stands and accessories owned or hired by us and used in the live performance.

The words “the event” mean the whole of our time at the venue, including arrival, setting up, performance, breaks and breaking down and packing equipment away.

## **Licenses, Insurance & Certificates**

You agree that you have the necessary licenses, insurance and certificates for us to perform including but not limited to:

- An up-to-date fire certificate for the venue;
- A premises, personal or event license permitting our live performance;
- Performing rights licence;
- Public performance licence;
- Public liability insurance;
- Employer’s liability insurance.

It is the responsibility of each musician to hold appropriate public or personal liability insurance.

## **PAT Testing**

We maintain, inspect, test and operate our equipment to ensure the safety of ourselves, the venue and its management, staff and clients. All of our electrical equipment is covered by current PAT certificates. We shall not be liable for any injury or damage arising from touching or attempted use of our equipment by the venue’s management, staff and clients.

You agree that you are responsible for the conduct of your clients, staff, and guests. If at any time during the event, we consider that our equipment or ourselves to be under threat, verbally or physically, we reserve the right to terminate the contract without notice. You agree that the full fee shall be payable to us in these circumstances.

## Health and Safety

You agree that it is your responsibility to ensure the venue is safe for us, your clients, management and staff and, to notify us of safety procedures applicable at the venue on or before our arrival.

You also agree to provide the following:

- Suitably earthed single phase electricity supplies that will not endanger our safety or damage our equipment and, incorporate RCD's (residual current devices) that have been subject to regular safety inspections as required by law.
- A double or two single sockets nearby are required plus a socket on a separate ring for lighting (where appropriate);
- A safe place for the transportation, setting up and operation of the equipment including, but not limited to, a stage or floor space that is flat, non-slip, free from dirt, debris and liquids and capable of safely supporting us and our equipment and, clear access to the stage or floor space from outside the venue;
- Safe equipment provided by you at the venue (where applicable) including, but not limited to, fireproof stage curtains, lighting and lighting stands or gantries and, PA amplification that is connected to a supply that is protected by an RCD (residual current device).

## Booking the Band

Once The Event has been confirmed electronically or in writing, the details will be subject to a legally binding contract consisting of the Booking Contract and our Terms & Conditions. The completion of the Booking Contract confirms the details of The Event and secures the engagement.

When the booking is confirmed we will allocate the date and booking time to you and turn down any subsequent offers of work. If you do not sign and return the contract within 48 hours we will make ourselves available for other subsequent offers of work which we reserve the right to accept without notice but will make reasonable attempts to advise you.

## Deposit Payment

- A percentage of the booking amount decided at the discretion of the Band Leader will be required as a deposit to secure The Event.
- The remainder of the monies owed must be paid on the date of The Event on receipt of which you will receive confirmation of the booking.

All deposits are non-refundable and non-transferable (unless at the discretion of the Band Leader).

Please see the Cancellations sections for associated information.

We will deduct the deposit payment from the final invoice.

## Payment

We accept:

- Cash (preferred)
- Cheques
- PayPal
- Bank transfer

Details of payment will be available on the booking contract.

If you wish to pay all monies via PayPal or bank transfer, you can do so as long as you complete payment within 4 working days prior to The Event.

All payments must be paid in full. All payments are non-refundable unless otherwise stated.

## Change of details & Cancellations By The Client

Any **change of details**, for example, contact details, booking details etc, must be confirmed via e-mail or written correspondence. Dutty Rascals cannot guarantee availability for any changes made.

If you need to **cancel**, you must provide **written notice at least 3 weeks prior** to the booked date. Failure to provide **at least 3 weeks notice** will mean that the remainder of the total balance is payable by the booking date.

If you decide to ask us to stop playing during The Event you owe us the agreed outstanding fee.

## Cancellations By Dutty Rascals

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.

## 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.

## Arrangements & The Event

- If parking at The Client's venue requires paying or is permit restricted, arrangements must be made to ensure that the parking is paid for or provided, and the Band Leader must receive details of this arrangement in writing in advance.
- If The Event is running late or the schedule is altered with is no fault of the Band and the Band is not able to perform their full performance time within the schedule outlined in the contract, there will be no reduction in the booking fee.

## 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. 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 Event the Dutty Rascals request to take photographs and video footage of The Event. 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.

## **Liability and Indemnification**

Dutty Rascals is 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**

Payment terms strictly thirty days from invoice date. 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.