



Booking Contract between ACD-Arts herein referred to as "we"  
"us" and the client herein referred to as "you" made on DATE:      FEE:      DEPOSIT:

VENUE:

NATURE OF PERFORMANCE & TIMES:

Any booking CONFIRMED will be subject to a legally binding contract carrying the following non-negotiable terms of booking. The completion of the written Booking Contract is therefore to confirm the details of the engagement. By agreeing to these terms and signing the contract, both the 'client' and 'us' agree to be bound by all of its contents.

Clause 1: The 'client' engages 'us' to provide the performance, appearing as 'ACD-Arts' to perform for the event outlined in the Booking Contract on the date(s) specified and at the fee(s) specified in the Booking Contract.

Clause 2: **Booking Process.** Both the 'client' and 'us' agree that their electronic or written confirmation of this booking will confirm their acceptance of these terms and conditions. These must be signed by the 'client' and returned along with the booking deposit 25% of performance fee (non-refundable) to us immediately, to arrive no later than 10 days after issue (Except account clients and corporate partners). Upon receiving the signed Booking Contracts or deposit from the 'client', we will sign the terms and send a copy to client upon request. This will confirm the booking. *Account client, corporate or partner companies may confirm booking without payment of deposit and also make payment after event according to special agreed terms. If this applies, we shall specify in your contract.*

Clause 3: **Changes to the contract.** This agreement may not be modified or cancelled except by mutual consent in writing and signed by both parties. Any such modification or cancellation shall not prejudice the right to payment of ACD-Arts Ltd.

Clause 4: **Payment.** The agreed booking deposit due strictly within 10 days of issue of the contract. The outstanding balance is payable to 'us' (or other person nominated by 'us') on the day of the event in cash or cheque. (Cheques can only be accepted if received at least 5 working days prior to the payment due date.) The balance is also payable by bank transfer, money must be visible in ours account prior to the performance.

Clause 5: **Expenses** All quotes for performance by 'us' will be inclusive of all expenses required by us to perform the act agreed. If any additional expenses will be incurred (such as taxis, food, rehearsal time, hotels, flights, parking etc) other than those originally agreed at the time of quotation then these additional expenses should be mutually agreed in writing before the date of performance, and the total fee altered accordingly. If 'the band' incurs any unavoidable expenses (such as parking, congestion charge etc) on the date of performance in order to meet with the criteria specified in the Booking Contract or these terms of booking then the 'client' agrees to reimburse all expenses to 'us' (or spokesperson nominated by the 'us')

Clause 6: **Late payment.** Failure by the 'client' to pay the booking deposit within 10 days of issue of written Booking Contract may jeopardise the booking. If the deposit has not been received and the 'client' has not arranged an alternative payment schedule, we reserve the right to re-engage the band on other engagements. We will inform the 'client' of this intention. The 'client' will still be bound by cancellation clauses in Clause 11.

Failure by the 'client' to pay the balance within the terms agreed on the Booking Contract will result in an automatic late payment administration fee of £10% of booking fee being charged to the 'client', payable to the 'artist' within 14 days of the date of performance. Where the outstanding balance has not been paid within 14 days, this amount may be sought via legal process or referred to a recovery company and interest will be added to the outstanding balance at the appropriate rate.

Clause 7: **Changes on the day** Where possible, changes to the schedule which are unavoidable on the day of the event should be agreed between the 'client' and 'us' (or spokesperson nominated by 'us') prior to performance. Any changes made should be confirmed in writing. Any changes will be subject to these terms and conditions. If changes negotiated between the 'client' and 'us' (or nominated spokesperson if we) on the day of the event are agreed to incur additional costs to the 'client', these costs will be paid in addition to the outstanding balance.

Clause 8: **Performance schedule changes** In the event of a delay in performance start time, due to the 'client' or venue, the band may need to change the length of their performance in order to fit with the new schedule. If the total performance length (contracted performance time plus a minimum of 30 minutes for any break) would then take the



finish time more than 15 minutes past the contracted finish time, then we have the right to reduce performance time to finish at the contracted time. We (or representative) and 'client' should negotiate this possibility if it occurs, but the band has no obligation to perform past their contracted finish time if the venue or 'client' caused the delay. If, due to the late running or alterations of the event schedule, the band is not able to perform their full contracted performance time, there will be no reduction in the fee due.

**Clause 9: Extended performance.** If the event schedule is changed on the day and the 'band' is requested to perform for longer than the performance time agreed in the Booking Contract (i.e. extend a 30 minute set to a 45 minute set), the standard 'extended performance' fee will be charged unless otherwise agreed between the 'client' and us (or spokesperson nominated by us) on the day of the event. The 'extended performance' rates should be mutually agreed by us and the 'client' and should be assumed to be pro-rata unless otherwise specified. We (or spokesperson nominated by us) has the right to refuse to extend their performance times without penalty.

**Clause 10: 'Band' requirements** Appropriate and clean changing facilities space for specified band persons • Access to rest rooms • Secure area to leave valuables • Access to drinking water if required • Sufficient space to set up and perform safely\* • Sufficient free parking for one vehicle in the immediate vicinity of the venue. • Clear access for heavy equipment to and from the stage area. • *It is respectfully requested that if deemed to be necessary, to advise their fellow guests that, for health and safety reasons, at no time should any of the band's equipment be either touched or adjusted without the expressed prior consent of a member of the band. If deemed necessary by us, the 'client should provide sufficient security.*

**Clause 11: Cancellation by the 'client'** this cancellation procedure applies to any confirmed booking. Any cancellation by the 'client' or us must be notified to the other party in writing. Please refer to the section titled 'Clause 3: Changes to the contract' of these terms, outlining that any changes to the Booking Contract must be mutually agreed in writing. A change of event date will be considered a cancellation if the 'band' is not available on the new date. All deposits are non-refundable. In the event that the 'client' wishes to cancel the booking, the 'client' agrees to inform us immediately. A cancellation fee will be due in all cases, payable by the 'client' to us within 7 days of notice. The date of cancellation will determine the amount of cancellation fee due. Notice of cancellation received more than 90 days prior to the event will incur a cancellation fee of 10% of the total contracted fee. Notice of cancellation between 30 to 60 days prior to the event will incur a cancellation fee of 45% of the total contracted fee. Notice of cancellation between 30 to 14 days of the event will incur a cancellation fee of 75% of the total contracted fee. Notice of cancellation within 14 days of the event will incur a cancellation fee of 100% of the total contracted fee.

**Clause 12: Cancellation by us.** Whilst rare, in the event that we cancel the booking, we agree to inform the 'client' immediately. If we have cancelled for reasons not encompassed in 'Clause 15: Force Majeure' 'we' will refund all payments made by the 'client'. The 'Client' agrees that they are solely responsible for the conduct of their staff and guests. If at any time during the event, we consider that they themselves or their equipment are under threat, be that verbally or physically, we reserve the right to terminate the contract without notice and leave the performance area. In these circumstances the 'Client' agrees that the full fee shall be payable to 'us'.

**Clause 13: Force Majeure** In the case of any situation arising on or before the event date which renders the agreement impossible to fulfil, which is not attributable to any act or failure to take preventive action by us or 'client', then we or 'client' may cancel the performance without penalty other than loss of any deposit already paid.

**Clause 14: Complaints** In the event of a dispute or complaint from either party, the issue must be put in writing within 30 days. Third party statements should be obtained where possible to back up any claim. If the matter cannot be resolved or an agreement reached, then both parties should seek legal advice. Payment must not be withheld from us as late payment fees may be applicable.

Signed on behalf of ACD-Arts \_\_\_\_\_

Clients Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_