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Booking Terms and Conditions

Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING 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, not to secure the engagement. The non-return or non-completion of the Booking Contract does not, therefore, terminate the original agreement. By agreeing to these terms and signing the contract, both the 'client' and 'artist' agree to be bound by all of its contents.

RIDERS - 'Band' requirements

- Supply of mineral water and soft drinks.
- Hot meal or buffet will be provided for all musicians/artists, crew/personnel.
- Loading space adjacent to venue for Artist's vehicles with direct route to performance area (if no space is guaranteed Client must provide personnel to assist in the unloading of Artist's equipment.
- Parking for the Artist's vehicles (if no legal parking is available where the Artist is to unload at the venue or park once unloaded within 1 mile of the venue, the Client agrees to pay for any parking expenses, including parking meters, car park fees, parking tickets, wheel clamp removal, impound release fees, The Artist agrees to make all reasonable attempts to find a legal parking space).
- Secure, clean, well-lit changing room with seating, electricity supply and a mirror.
- Access to a BS 1363 power socket (Standard UK 3 Pin power socket) within 2 metres of the positioning of the Sound Desk.
- Performance area of no less than 2 metres by 3 metres and extra provisions for the sound desk either on stage or preferably in front of stage with space for a table and chair provided by the Client.
- Sufficient space to set up and perform safely*

*It is respectfully requested that the person or persons signing the Booking Contract agrees, 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.

Clause 1: Definitions

All definitions refer to both the Booking Contract and this 'Terms of Booking' document. An agreement was made on the date shown in 'the agreement' between 'the client' of the one part and 'the artist' of the other part. The 'client' engages the 'artist' to provide the performance, appearing as 'The Three Belles' 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: The Booking Process

Both the 'client' and the 'artist' agree that their verbal, electronic or written confirmation of this booking will confirm their acceptance of these terms and conditions. The 'artist' will send a copy of the Booking Contract to the 'client' once the booking has been confirmed between the 'client' and the 'artist'. The 'artist' will sign an electronic version of the Booking Contract and send via email to the 'Client'. The

'Client' will sign the Booking Contract and return a copy to the 'artist' and pay the booking deposit (preferably by BACS transfer) within 7 days of the commencement date of Contract. The deposit will be 20% of the overall performance fee. Both the 'client' and the 'artist' will keep one copy of the Booking Contract for their personal records.

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 the artist.

Clause 4: Payment of fees

The agreed booking deposit outlined in the Booking Contract (non-refundable) are due strictly within 7 days of commencement date of the contract. The outstanding balance is payable to the 'artist' (or other person nominated by the 'artist') preferably by BACS transfer to be visible in 'artists' account prior to event, but also by cheque or cash (at the discretion of the 'artist'). Cheques can only be accepted if received at least 5 working days prior to the payment due date. Cash can be accepted on the date of the performance.

Clause 5: Expenses

All quotes for performance by the 'artist' will be inclusive of all expenses required by the artist to perform the act agreed, except where stated in the artist's original quote. This will include travel expenses, PA system hire and interval music services unless otherwise specified. 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 the 'artist' (or spokesperson nominated by the 'artist') on the date of performance in addition to the outstanding balance. If charges cannot be paid on the date of performance, i.e. the performance is a wedding or private function with no additional funds, the 'artist' will subsequently invoice the 'client' after the date of performance and expect payment with 14 days.

Clause 6: Late payment of deposits

Failure by the 'client' to pay the booking deposit within 7 days of issue of written Booking Contract may jeopardise the booking. If the deposit has not been received within 7 days of issue of written contract and the 'client' has not arranged an alternative payment schedule, the 'artist' reserves the right to re-engage the band on other engagements. The 'artist' will inform the 'client' of this intention. The 'client' will still be bound by cancellation clauses in Clause 12 of these terms and conditions.

Clause 7: Late payment of balance

Failure by the 'client' to pay the 'artist' (or spokesperson nominated by the 'artist') within the terms agreed on the Booking Contract will result in an automatic late payment administration fee of £25 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 8: 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 the 'artist' (or spokesperson nominated by the 'artist') prior to performance. Any changes made should be confirmed in writing and witnessed by a 3rd party. Any changes will be subject to these terms and conditions. If changes negotiated between the 'client' and the 'artist' (or nominated spokesperson if the 'artist') on the day of the event are agreed to incur additional costs to the 'client', these costs will be paid in full on the date of the event in addition to the outstanding balance.

Clause 9: 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 performance will need to finish more than 10 minutes later than the agreed finished time in the Booking Contract, then the 'artist' has the right to reduce performance time to finish at the contracted time. The 'artist' (or spokesperson nominated by the 'artist') 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.

If the 'client' wishes the 'artist' to perform later than their contracted finish time, the 'artist' will charge £50 for every 30 minutes after the contracted finish time. Note that in certain circumstances it may be difficult to discuss this at the time of the event, however if the 'client' insists that the performance finish time must be later the 'artist' will invoice the 'client' at a later date.

Clause 10: Extended performance fees

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 the 'artist' (or spokesperson nominated by the 'artist') on the day of the event. The 'extended performance' rates should be mutually agreed by the 'artist' and the 'client' and should be assumed to be pro-rata unless otherwise specified. The 'artist' (or spokesperson nominated by the 'artist') has the right to refuse to extend their performance times without penalty.

Clause 11: Early set-up

Usual set-up requirement for the 'band' at an event is 60 minutes prior to the event start time (i.e. 19:00 arrival for a 20:00 start), and this time will be used to set-up equipment, sound check and change into performance outfits. If an early set-up request is received after the Booking Contract has been completed and signed, there is no guarantee that the 'band' will be able to accommodate the request.

Clause 12: Cancellation by the 'client'

This cancellation procedure applies to any confirmed booking whether confirmed verbally, electronically (i.e. email) or in writing. Non-signature of the Booking Contract is not sufficient to cancel this agreement. Any cancellation by the 'client' or the 'artist' 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 the 'artist' immediately. In the

event of a cancellation by 'client' the deposit will be kept as part payment. If a cancellation is made within 30 days of the event the full fee will be payable to the 'artist' by the cancelled performance date.

Clause 13: Cancellation by the 'artist'

This cancellation procedure applies to any confirmed booking whether confirmed verbally, electronically (i.e. email) or in writing. Non-signature of the Booking Contract is not sufficient to cancel this agreement. Any cancellation by the 'client' or the 'artist' must be notified to the other party in writing. Whilst rare, in the event that the 'artist' cancels the booking, the 'artist' agrees to inform the 'client' immediately. If the 'artist' has cancelled for reasons not encompassed in 'Clause 14: Force Majeure' the 'artist' will refund all payments made by the 'client'.

Clause 14: 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 the 'artist' or 'client', then the 'artist' or 'client' may cancel the performance without penalty other than loss of any deposit already paid.

Clause 15: 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 the 'artist' as late payment fees may be applicable.