(1) < Ans>> MUSICIANS (E EMENT (B2C)

THIS AGREEMENT is made the

BETWEEN:

- (1) <<Insert Full Names of the Name of one of the Musicia
- (2) <<Name of Client>> of <<I

WHEREAS:

- We, <<Insert Names of (1) events for clients who are 2015) and We have reason
- (2) You wish to engage Us to defined in Clause 1 below)
- (3)We agree to provide the P You for the Event, subject to

IT IS AGREED as follows:

1. **Definitions and Interpreta**

1.1 In this Agreement expressions have the

"Band"

"Booking"

"Booking Form

"Business"

"Business Day"

"Consumer"

"Deposit"

"Event"

in trading address is c/o <<Insert dress>> ("Us") and

e performances by the Band at ed by the Consumer Rights Act d experience in that field.

by the Band for Your Event (as conditions of this Agreement.

n this Agreement) by the Band to hs of this Agreement.

therwise requires, the following

ert Number Comprising the Band, e.g. [same number of] [other] musicians f the Musicians) who We nominate to vide the Performance for Us1:

t (made as set out in this Agreement) Event:

m [attached to this Agreement] OR ed] by Us to You] containing details of ce and the Event, including the start lrformance:

de, craft, or profession carried on by organisation;

/ inclusive excluding bank and public

defined by the Consumer Rights Act this Agreement means an individual a Performance from Us for the and for purposes wholly or mainly ny Business:

int stated in the Booking Form, being

nged by You taking place at Your rovide the Performance [as a part of "Fees"

"Line Up"

"Musicians"

"Our Premises"

"Performance"

"Price List"

"Regulations"

"We/Us/Our"

"You/Your"

"Your Premises"

- 1.2 Unless the context Clause or sub-Clau
- 1.3 The headings used affect the interpreta
- 1.4 Words signifying the
- 1.5 References to any
- 1.6 References to pers
- 1.7 References to "writ hand, and electro message,] or other

2. **Booking Procedure**

- 2.1 You must be 18 or
- 2.2 We will not reserve Performance nor w a Booking and pay

nt including any VAT due thereon of Our Price List) payable for the all expenses;

ng (as needed for each musical item s, e.g. Lead Vocal, Backing Vocal, Drums/Percussion, Lead Guitar, /boards, Saxophone, Trumpet etc.>>

viduals named at the top of this

[the above address] OR [<<Insert

rticular performance (on a date, at a priod of time) comprising the playing of ince [and playing of interval recorded Booking Form];

be list of Fees for Performances. The nce and their prices is available from Website, By Email or at Our

ontracts (Information, Cancellation and lations 2013;

ally, all of the Musicians whose place t address is [set out above] [and ployees and agents)];

whom We agree to provide the

ntified in the Booking Form at which nt (where We are to provide the d being any premises which You for the Event.

reference in this Agreement to a use of this Agreement;

or convenience only and shall not

nclude the plural and vice versa;

ther gender:

tions; and

ression, includes letter by post or ether sent by e-mail, fax, [text

book any the Performance.

cular time/date slot to provide the mance unless and until You make

- 2.3 You may make a b the enquiry form or date and place of t will respond to let Y Performance that required, We will information You hay Form [attached]. [We booking Form or sequire the sequire
- 2.4 If You would then <<Number, e.g. 3>> fully complete and r Deposit when you r
- 2.5 You are responsible out in the Booking inaccurate or incom will not be liable for caused by Your fair or requirements.
- 2.6 By completing and confirm that You ac of this Agreement information and req
- 2.7 Your return/submis
 Deposit (and balance
 to be paid) will be a
 this Agreement for
 Booking Form, but
 decide in Our absol
- 2.8 We may in Our dis the completed Bool <<Number, e.g. 3>>
- 2.9 We will respond to Days after receiving offer (i.e. confirming decline it, We will a explain why We have
- 2.10 Only if and when Y (and balance of Fee sending You writte Booking Form will toontract between Y

Changes to Booking Deta

You may request changes reasonable endeavours to under no obligation to do s entitled to amend the Fees and will notify You of an Business Days of receiving

3.1 If You accept the amended Fees to U

e] [or] [in writing] [or] [completing the Performance required and the nen We receive Your enquiry, We hether We are able to provide the e, at the time, and at the place ne Fees payable based on the ask you to complete the Booking Booking Form] [or] [You may use

ake a Booking, You must within a have responded to Your enquiry, and Form to Us and also pay Us the sted Booking Form to Us.

information and requirements set complete. If You provide Us with irements in the Booking Form, We rmance or incorrect performance ccurate and complete information

opy of this Agreement to Us, You bund by, the terms and conditions e in the Booking Form all of the to communicate to Us.

to Us, and Your payment of the ause 4.1 also requires the balance ng on the terms and conditions of ance and Event detailed in the decline that offer will be for Us to

even if the time when You return eposit is later than the end of the to in sub-Clause 2.4.

hber, e.g. 2, 3, 4 or 5>> Business Deposit by either accepting Your Booking) or by declining it. If We our Deposit to You in full and will fer.

ooking Form and pay the Deposit ires it) and We have responded by of the Booking requested in the lonly then will there be a binding

ime before the Event. We will use uested change, but We shall be ge requested by You, We shall be in accordance with the Price List, Fees within <<Number, e.g. 3>> change. After that notification:

nay confirm the change and the

3.2 If you are not willin writing either that Y

- 3.2.1 be provided without the r
- 3.2.2 cancel Your this Agreem

If You do not let us have a Business Days after We remain unchanged and We and without the requested

4. Fees and Payment

- 4.1 After You have paid in full and cleared Event, but if the Bo Event, You must in when You return / san invoice for the Fo
- 4.2 You must pay the F to You.
- 4.3 You may pay Us t methods:
 - 4.3.1 << Insert me Booking Sys
 - 4.3.2 << Insert Me nominated b
 - 4.3.3 <<Insert Add
- 4.4 We may alter the p increase between t Event, the price inc increase for the Per
- 4.5 All prices for a Per VAT.
- 4.6 If You state anythin
 We previously quo
 necessitates alterin
 amount and ask Yo
 writing that You do
 not accept the Book
- 4.7 [The Booking For [audience][guests] payable will be bas at any time after Yo Event You notify Us of the Fees may b <<Percentage, e.g. case Your revised Booking for the purp
- 4.8 [If the number of t << Percentage, e.g.

Fees, You may confirm to Us in

at the original Fees agreed and

t to the cancellation provisions in

ations within <<Number, e.g. 3>> Iment to Fees, the Booking shall nance at the original Fees agreed

Ist pay Us the balance of the Fees <<14>> calendar days before the <<14>> calendar days before the ice of the Fees with the Deposit sooking Form to Us. We will issue You are to pay the Fees.

hat We fully and correctly provide

nance using any of the following

rd By Phone or Using Our Online

CS or CHAPS transfer into Our

hout prior notice, but if any prices e a Booking and the date of the ou and the Fees will therefore not

Price List are shown inclusive of

which We were not aware of when a payable and We decide that it will advise You of the revised Fee to proceed. Unless You confirm in the revised Fee amount, We will

estimate of the number of the ent, and the amount of the Fees ated in the Price List. If, however, rm to Us but before the date of the he estimated number, the amount the revised number is more than our original estimate, and in that ange requested by You to Your 1

attending the Event is more than last estimate You notified to Us.



We reserve the right have adapted the F Fees that You pay would be payable at the Event. If We de the Event and give [or] [within << Numb will be due and pay give it to You.]

- 4.9 [If the number of [the previously estimate Fees payable for the previously estimate reduction in Fees from request We will whether to make are to You the amount the previously estimate reduction in Fees from request We will whether to make are to You the amount the previously estimates.]
- 4.10 [The calculation of Us at Your Premise period of time for we Band during that time will advise You (who amount of time the Band provides the Foundation of the Interviole of the Interviole

5. Cancellation of the Perfo

- 5.1 If, at any time after cancel the Perform be given as follows follows.
- 5.2 You may cancel the second second
- 5.3 If You give Us prio least <<Insert sam cancellation of the I financial loss that V sub-Clause 5.3, Ou declining a third acceptance of Your

EITHER

[[However, the can total Fees for the Pe

OR

[However, the canc

- 5.3.1 100% of the less than <<
- 5.3.2 <<e.g. 80>> notice is modern numbers

tional amount of Fees [where We the increased number]. The total ill then be the total amount that it for the actual number attending itional amount, We will tell you at additional amount [[at the Event] ays after the Event]]. That invoice e.g. 7>> Business Days after We

ending the Event is less than You I if according to the Price List, the ess than for the number that You You will not be entitled to any e the number is significantly less, ices and in Our discretion decide If We do so decide We will repay Fees 11.

n total time which will be spent by oading, setting up/packing up, the provided, all breaks taken by the to and from Your Premises. We nt of the Fees to apply) of the total tion to the time during which the

Rights

advance for the Performance, You he prior notice that We require to eep some or all of those Fees as

charge if You give Us at least e of the cancellation. If You do so advance.

erformance but do not give Us at ause 5.2>> days prior notice of entitled to charge You for any net ncellation. [For the purpose of this include any loss arising from Our III have accepted but for Our

limited to an amount equal to the

ited to an amount equal to:

rmance where that prior notice is days;

the Performance where that prior er, e.g. 7>> days but less than

5.3.3 <<e.g. 60>> notice is mo

5.3.4 <<e.g. 50>> notice is mo

5.3.5 <<e.g. 25>> notice is mo

We will be entitled to for the Performanc charge under this s will be liable to pay notice to cancel the

5.4 If, due to exception accidents, or bereat Event has been an availability of the Event without giving Us notice, We will converted whether to waive arrunder the above pro-

5.5 We may cancel a B Performance in the

5.5.1 [We have n comprise) the 6.7, but one for any reassub-Clause or more of withe Performation Fees You have incurred specific or recover; of the comprise of the control of the performation of the performation of the performation of the control of the control

- 5.5.2 An event de more than Performance Fees You ha
- 5.5.3 You have no case, You w would be lia 5.3 at the tin
- 5.5.4 We find that Rights Act 2 circumstance for the Performa

If We cancel the Peto refund Fees or of

5.6 Prices for the Perfo try to give You as m the Performance where that prior er, e.g. 14>> days but less than

the Performance where that prior er, e.g. 21>> days but less than

the Performance where that prior er, e.g. 28>> days but less than se 5.2>> days.]

n any sum(s) You paid in advance any balance to You. Where the such sum(s) paid in advance, You n 7 days after You give Us prior

Iding, but not limited to, illness, You or the person for whom the ty to run the Event due to nonises, You cancel the Performance period as in Clause 5.2>> prior as and in Our discretion decide ation that We are entitled to make

e the time and date booked for the

iduals who will be included in (or erformance subject to sub-Clause individuals becomes unavailable le control and, in accordance with tives to each such individual, one accept. If We do decide to cancel es We will refund to You in full the ormance less any costs We have noe which We are unable to save

B below occurs and continues for If We do decide to cancel the We will refund to You in full the mance; or

e and payable by that time. In that if, and to the same extent as You de the Booking under sub-Clause sub-Clause 5.5.3; or

ner" (as defined by the Consumer cancel the Performance in such in full the Fees You have paid Us We have incurred specifically for e to save or recover.

mstances We will have no liability

ange from time to time but We will ble of any such changes.



5.7 We may immediate

- 5.7.1 any act or dopinion rendito Your brea
- 5.7.2 the venue impracticable You do not I Premises.

You will not be en Performance not co

5.8 Where the contract Regulations give You in addition to the rig You may for any re Booking is made, but date which is before requested Us to proyou may not cance accordance with this You must confirm the by this sub-clause of the Booking, We will Your cancellation to Booking that We ha

6. Further Details of Our Ob

- 6.1 The following will a Agreement and in the
- 6.2 We will provide the
 - 6.2.1 with reasona
 - 6.2.2 in accordant
 - 6.2.3 in accordance required as
 - 6.2.4 in a format provide con particular fo Performance states that V before the E music, We obligation to less than <<
- 6.3 We will ensure that least £ [1,000,000]]
- 6.4 We will provide all instruments, amplif extension cables, a
- 6.5 The Band will no entertainment other
- 6.6 We will ensure that to a professional sequipment is availal

he Performance if:

iny person(s) at the Event in Our he Band to continue or it amounts

her conditions make it unsafe, de the Performance outdoors and blan to use an indoor area at Your

all or part of the Fees for the ch a case.

not made on Our Premises, the s sub-Clause 5.8, and they will be above provisions of this Clause 5. during the 14 day period after the Performance to be provided on a period, and if You have expressly that 14 day period and We do so, nance and You must pay for it in st that Your Booking be cancelled, t to You. If You cancel as allowed by made any payment(s) to Us for to You within 14 days of receiving the Performance covered by that

elating to the Performance

addition to all details set out in this

utory and regulatory requirements; the particular type of Performance rm: and

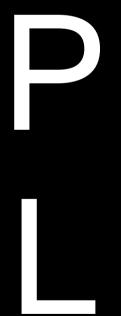
We decide unless We specifically be the Booking is made of any which case We will provide the confirmation. [If that confirmation lests, then if at least <<14>> days request list for particular items of ide them, but We will have no requests received at the Event or anti-

olic liability insurance cover [of at erformance by the Band.

ormance, in particular all musical ones, PA system, lighting, power ovide the Performance.

rovide, lead, or supervise, any formance.

that the Band uses is maintained I, wherever possible, that backup of any of that equipment.



6.7 If We state that on comprise) the Band We will be entitled reason beyond O individuals become case We agree that competence [and hhe/she replaces.

- for it as set out it beginning later than We have to begin the Band arrive for at (or before) the Performance beyon the Booking Form, at the Band does not see the Band does not
- 6.9 [If You request the Band agrees to do hourly rate (pro rata spends. The Band [We will do so with That invoice will be Days after it is give Your request is due that the lateness is
- 6.10 [Where the period (excluding setting u 90, 120, 180,>> mi minutes each approper Performance] OR [at [that break period] << Period of Time, e
- 6.11 [We will be respor which the Band bri cleaning or tidying Performance.]
- 6.12 [We and the Band vat the Event) with other entertainment required to provide
- 6.13 [The Band will not the have allowed for the start time for the Period of the Peri
- 6.14 [Where the venue I 7.11 below, You fa accept the Booking affects the Band's I that We agreed it consequently We wont be entitled to an
- 6.15 [The Band will com volume level of an

duals are to be included in (or to rovide those individuals. However, ore alternatives to them if for any one or more of those named o provide the Performance. In that I will be of the same standard and ge of repertoire] as the individual

rmance later than the time agreed thether or not due to the Event Booking Form), and consequently an that agreed time, then, if all of ready to provide the Performance not be obliged to extend the lishing the Performance set out in ed to any reduction in Fees where beyond that time.

he agreed finishing time and the amount of Fees calculated at Our t for the additional time the Bands or that amount [[at the Event] [or] Business Days after the Event]]. in <<Number, e.g. 7>> Business use 6.9 will apply whether or not ning or commencing late provided

Band to provide the Performance is a total of <<Period of Time, e.g. they wish take [two breaks of 20 period when they provide the proximately midway through], and s] shall be included in that total of es.]

f all equipment and other things out not for any other items or for remises after the provision of the

poperation and liaison (before and bu notify Us will be providing any Exent provided that We are not providing the Performance.

mplete setting up sooner than We gin the Performance at the agreed taking down later than the agreed

lled, but, in breach of sub-Clause ng of that installation before We r prevents altogether or adversely ance over any or all of the period nance, You accept that risk, and n breach of contract and You will

equest by You to adjust the sound e Band provided that You accept that doing so may unamplified instrum

- 6.16 [The Band may [n promotional materi requests contact or
- 6.17 We will only make Clause 1 above), a be Your confirmation Booking by You.

7. Your Obligations

You must ensure that:

- 7.1 Your Premises are
 Band to provide th
 other necessary lice
 purposes of the Per
- 7.2 Your Premises are date and time of the Premises are ready can unload, bring in
- 7.3 where the venue at a back up plan to conditions make it it Performance outdoor.
- 7.4 [You are present fileast the Start Time Form] **OR** [the end
- 7.5 the venue is empty equipment which to available, set up ar Start Time of [the fithat the Band can of You accept that, as Premises adjacent to the start of th
- 7.6 the following are average the Performance:
 - 7.6.1 a flat spac comprising a inches above which is suit Performance
 - 7.6.2 [a [3]-foot w the performation side of the principle of the principl
 - 7.6.3 [sufficient a performance
 - 7.6.4 suitable free borne by Yo up area to a vehicle/s fro

e Performance in particular any

cards, demo CDs/DVDs, or other y member of the audience who he Band.]

le to a "Consumer" (as defined in Booking Form will be deemed to onsumer". in connection with any

and are otherwise suitable for the ny necessary live music and any e security and supervision, for the

b provide the Performance on the the Booking Form and that Your it the agreed set up time so that it y equipment from that time;

erformance is outdoors, You have t Your Premises where weather unsuitable to begin or continue the

ted in the Booking Form until [at Performance stated in the Booking

nd that any [PA system or other] s is to be provided by You is of at least [30] minutes up to the ice stated in the Booking Form so und check before that Start Time. may be audible in rooms at Your

our Premises for the purposes of

of the venue at Your Premises which is between [12] and [36] [9]-foot wide by [6]-foot deep and up all equipment and provide the

space for a mixing desk [in front of [end][side] of the venue] [to one the facility to run cables from the

enue for dancing in front of the

arking for which the charges are oximity] **OR** [[100] feet] of the set and load equipment and park their efore the agreed Arrival Time until at least [6 Performance

- 7.6.5 ramp or lift
 Performance
 space referre
- 7.6.6 such facilities including a property location [confag] reliable area [on the additional or is needed for including a property location or including a property location in the addition or including a property location in the addition and including a property location [config] and including a
- 7.6.7 appropriate for longer th in parking, u such refresh hours befo arrangemen
- 7.7 [neither You nor an or interfere with an Band without the permission will be g for any aspect of the
- 7.8 [where the total per (excluding setting u 120>> minutes, and during that period, previously expressly break. Such an agreement which the Performa
- 7.9 if You or any other causes damage to You must reimburs property up to a ma
- 7.10 [You do not, and reproduce, or trans whatsoever any of expressly agree in v
- 7.11 [where the venue h Form] in writing of t to enable Us to de basis;].

8. Events Beyond Our Reas

- 8.1 We will not be liab under the contract r
- 8.2 If any event descril adversely affect Ou will try to inform You suspended when the will be extended act may suggest an Performance avail

agreed finishing time for the

parking area and the setup and the Band's vehicle/s to the flat);

Band may reasonably require, an [15] feet from the Band's set up r] [13][-amp circuit outlet[s] from g the wall of the performance connected loads, [plus [one][two] ircuit[s] for lighting where lighting

Id if they will be at Your Premises the Event (including time engaged king up equipment) [unless, where d, you have notified Us at least 48 to the Band can make other

the Event gains access to, uses, equipment belonging to Us or the ssion. You cannot assume that person to use any such equipment t

Band to provide the Performance ds <<Period of Time, e.g. 60, 90, ake a break of 20 minutes or more em to do so if We and You have ested break and the length of the included as part of the period for

and) at Your Premises negligently erty belonging to Us or the Band, airing/replacing the equipment or [5],000 for all items;

person at the Event to record, any manner or by any means , unless and except as We may

ed, You advise Us [in the Booking u submit/return the Booking Form, will accept the Booking on that

lay in performing Our obligations beyond Our reasonable control.

.1 occurs that does or is likely to bligations under the contract, We ly possible, Our obligations will be time limits that We are bound by You when that event is over and time when We can make the but liability to Us, cancel the

Performance which full the Fees that Yo

9. Limitation of Liability

- 9.1 We will be respon suffer as a result negligence. Loss of Our breach or neg contract with You damage that is not
- 9.2 We provide and s private use/purpose business, interruption
- 9.3 Whilst we endeave comprising the Perf Event, and We end and musical taste/s be responsible or li or any other person
- 9.4 Nothing in this Agre death or personal employees, agent misrepresentation.
- 9.5 Furthermore, if you 2015, or a consur legislation, nothing prejudice, or otherwrights or remedies,
 - 9.5.1 the Consum
 - 9.5.2 the Regulati
 - 9.5.3 the Consum
 - 9.5.4 any other co

as that legislation is

For more details of Advice Bureau or T

10. Changes to Terms and C

We may from time to time giving You notice, but We as is reasonably possible of

11. How We Use Your Person

- 11.1 To the extent that \ that that personal in
- 11.2 For complete detail personal data incluidata is used, the less how to exercise the refer to Our Priving person>>] **OR** [attaget]

o that event, and We will refund in Performance.

e loss or damage that You may Agreement or as a result of Our if it is an obvious consequence of plated by You and Us when Our be responsible for any loss or

You only for Your personal and property You for any loss of profit, loss of loss of business opportunity.

orm and content of entertainment e for the [guests][audience] at the age range of [guests][audience] in the Booking Form, We will not n for whom the Event is arranged, rmance.

will exclude or limit Our liability for negligence (including that of Our or for fraud or fraudulent

fined by the Consumer Rights Act fany other consumer protection ntended to or will exclude, limit, ties or obligations to You, or Your der:

r

ation

me.

ase refer to Your local Citizens'

nditions of this Agreement without endeavours to inform You as soon

otection)

personal information, You warrant discomplete.

cessing, storage, and retention of the purpose(s) for which personal ising it, details of Your rights and haring (where applicable), please from <<insert location/name of

12. Regulations

We are required by the R made available to You as before We accept Your off and Your payment of the I from the context of the tra this Agreement for You to accept Your offer. All of the of the terms of Our contract

13. Information

As required by the Regulat

- 13.1 all of the information
- 13.2 any other informat Ourselves and Our make a Booking or

will be part of the terms of

14. Complaints and Feedbac

We always welcome feed endeavours to ensure that is enjoyable, We neverthe complaint. If You have any about Us, please raise the can be contacted by [<<lns

15. Miscellaneous

- 15.1 No failure or delay I means that We or Y breach of any prov any subsequent bre
- 15.2 If any provision of invalid or unenforce of this Agreement a affected.

16. Law and Jurisdiction

- 16.1 This Agreement a contractual or other with the law of [End
- 16.2 As a consumer, Yo your country of res reduces Your rights
- 16.3 Any dispute, contro to this Agreement contractual or othe England, Wales, S residency.

at certain information is given or make Our contract with You (i.e. n of the completed Booking Form at information is already apparent ded the information itself either in ake it available to You before We quired by the Regulations, be part

: and

You about the Performance or ke into account when deciding to decision about the Performance

a Consumer.

Ist We always use all reasonable Client and that Our Performance You if You have any cause for rformance or any other complaint ame of Person to Contact>> who Email or Post>>].

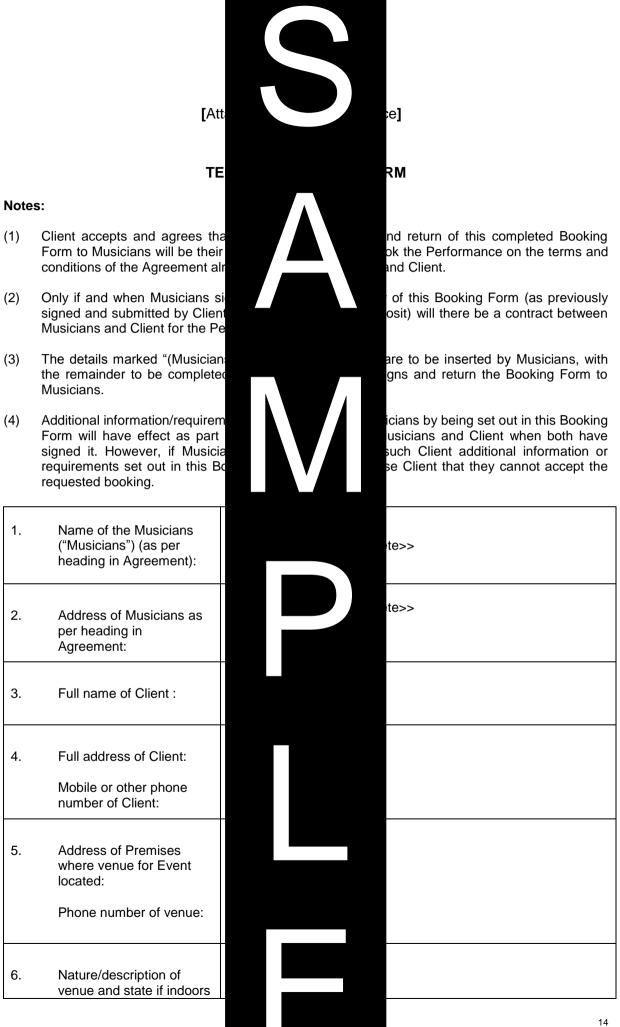
g any rights under this Agreement t, and no waiver by Us or You of a means that We or You will waive ther provision.

by any competent authority to be the validity of the other provisions provision in question shall not be

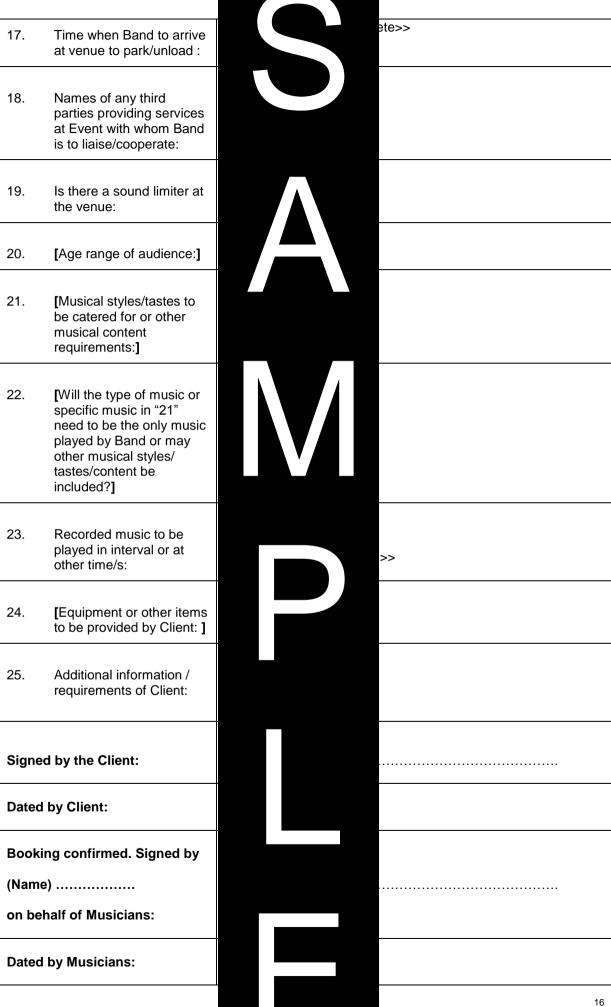
etween You and Us (whether by, and construed in accordance Ireland] [Scotland].

nandatory provisions of the law in Clause 16.1 above takes away or those provisions.

aim between You and Us relating petween You and Us (whether o the jurisdiction of the courts of reland, as determined by Your



or outdoors: 7. If venue is outdoors, what is indoor back-up venue location, if any, in case of ediately adjoining primary location: bad weather: ar from primary location: 8. Nature of Event (e.g. wedding celebration at a hotel): 9. Format of Event (e.g. dancing, background): 10. Date of Event: 11. Arrival Time: Set up by (Time): Start Time(s) for Performance: [Set One:] [Set Two:] 12. Finishing Time for Performance: 13. Will Client request particular music items? 14. Total Fees including VAT lete>> payable (at least [14] days before date of Event): 15. Deposit amount (usually e>> 25%) to be enclosed/paid on date of submitting this form: Estimated number of 16. guests/audience:



SIGNED for and on behalf of Us

<< Name and Title of person signir

Authorised Signature

Date: _____

SIGNED by You, the client:

<< Name and Title of client>>

Signature

Date: _____