

	01423 603013
<b>(</b>	www.highrowmusic.com
	info@highrowmusic.com

# **Booking Contract**

Between:
(1) High Row Music Events Limited Suite 1 Somerset House, Scotton Business Park, Knaresborough, HG5 9JB
And
(2) Artist
Booking Details
-Event Date: -Event Type: -Address of Event : -Artist Details:
-Arrival Time –
-Performance times –
-Booking fee -
-Payable to the Artist on/before –
Artist Requirements

-Set up time required -

-Space required -

-Electricity supply required -
-Refreshments (if available) -
Additional Event Requirements
Contact number of booking agent: 01423 603013 or 07901509052
Signature by the parties
Signature of Artist
Print Name
Date
Signature of Agent
Print Name –
Date –

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#### **Terms and Conditions**

(Must be attached to the Bookings Contract)

#### 1. Booking confirmation:

- A booking has taken place when both High Row Music Events Ltd (High Row) and the Artist have agreed to the booking (orally, electronically or in writing)
- The fact that a contract has not been signed or returned is not sufficient to invalidate the booking or acceptance of these terms
- High Row will store the Bookings Contract and make available upon request

## 2. Changes to contract:

- Any changes to the Contract must be arranged and agreed through High Row
- The total cost may change if alterations are made to the Bookings Contract.

## 3. Payment

- The agreed Booking Fee is payable up to 7 days before the event in cash, by Band Transfer unless otherwise stated in the Contract or agreed between the parties prior to the event.
- If payment is not received either on or before the event or on a mutually agreed time prior to the event this will amount to a breach of the Contract and could result in legal action.

## 4. Cancellations by High Row

- High Row reserves the right to cancel the Contract in the event of Force Majeure
- If High Row cancels for any reason other than Force Majeure they must inform the Artist as soon as reasonably practical. If High Row do not inform the Artist as soon as reasonably practical they must forfeit any fees due or already paid to the Artist.

## 5. Cancellations by the Artist

- The Artist reserves the right to cancel the Contract in the event of Force Majeure
- If the Artist cancels the Contract less than 15 working days before the Event for any reason other than Force Majeure, a suitable replacement of a musician (under the terms of clause 6) must be provided.
- Any Booking Fee paid to the Artist who cancels must be refunded in full to High Row.

## 6. Musicians

- The client accepts that a replacement or 'deputy' performer may be used by the Artist if a member of the group is ill and unable to perform
- If the Artist uses any deputy musicians, they must be able to be perform at the same high standard as advertised, and be fully familiar with the Artist's repertoire
- There will be no reduction in the Artist's fee if a deputy is used.
- Any replacement Artist is required to sign a fresh Contract with High Row.



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- 7. Changes to performance time/Event date Any changes to the event date/time must be discussed and agreed between High Row and the Artist prior to the Event. If late changes in the Event schedule do not allow the Artist to complete their full performance as agreed in Contract, there shall be no reduction in the Artist fee
- The Artist has the right to refuse to play later than the contracted finish time without penalty

## 8. Musical Equipment

- The Artist agrees to provide all equipment necessary to deliver the performance, unless otherwise stated within the Contract.
- The Artist is responsible for the working order of all equipment
- The Artist is responsible for ensuring all equipment has the necessary certification and insurance
- The Artist is responsible for ensuring all electrical equipment is properly P.A.T tested

#### 9. Volume

- The Artist will make every effort to play at an appropriate level for the event, and shall adjust the volume upon request (within reason)
- If the venue is not appropriate for an Artist of its type to play at a volume that suits the style of music, the Artist cannot be held responsible for the quality of sound
- The Artist cannot be held responsible for non-performance if there is a sound limiter in place, which does not allow the musicians to perform

## 10. Complaints

- If the terms of the contract are broken by the Artist, High Row must inform the Artist within 10 working days of the event to request a reduction in fee
- Any reductions in fees that are offered and are based on the Artist's breach of contract, will be paid by the Artist to High Row

## 11. Expenses

- Any additional expenses such as food or accommodations that are agreed outside of the Contract, must be made at the Artist's expense

### 12. Additional

- The Artist understands that the fee is inclusive of all expenses such as travel, holiday entitlement etc.
- The Artist must be suitably dressed for the event
- The Artist must not drink excessively before any performance
- The Artist will not engage in any illegal or anti-social behaviour, before or after the performance, or when representing High Row in any way
- The Artist agrees to perform to the best of their ability and consistent with the style and ability as advertised
- The Artist agrees to be polite and courteous to clients, guests and venue staff
- The Artist is not employed by High Row, and is responsible for their own accounting and payment of tax, VAT and national insurance contributions
- The Artist is responsible for maintaining public liability insurance and cannot bring any legal claims



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against High Row unless a claim is brought for a repudiatory breach of the Contract. The Artist is responsible for ensuring their vehicle is properly insured Any further engagements of the Artist that arise as a result of the Event must be done so through High Row.

-The Artist being employed through High Row Music is representing High Row Music and is therefore required to perform using the name attributed to the Artist by High Row Music.