

**QUALITY MUSIC PERFORMANCE
TO SUIT ANY OCCASION**



Terms and Conditions

Auris Music Agency, Terms of Business, September 2016

“Agent” means Auris Music Agency (registered office 25 Summerfield Drive, Wootton, Bedford MK43 9FE).

“ECF” means the Event Confirmation Form sent to the Customer by the Agent which included all the details agreed between the Customer and the Agent regarding the Customer’s event.

“Artist/s” means the Artist or Artists to be provided by the Agent for the Customer as set out in the ECF.

“Customer” means the person named in the ECF for whom the Agent has agreed to provide the Services of the Artist/s in accordance with this agreement, and in accordance with these terms and conditions.

“Venue” means the place at which the performance by the Artist/s is to be conducted as set out in the ECF.

“Services” means the booking of an Artist or Artists to perform or appear at the Customer’s Venue as specified in the ECF.

“Fee” means the fees, charges and expenses for the Services of the Artist/s as set out by the Agent in the quotation and in accordance with these further Terms and Conditions means the booking of an Artist or Artists to perform or appear at the Customer’s Venue as specified in the ECF.

1. Artist

- 1.1 The Customer or a person agreed by the Customer and the Agent shall meet the Artist/s upon arrival at the Venue to ensure the Artist/s know where to set up.
- 1.2 The Customer shall ensure that drinking water is available to the Artist/s at no charge, for the entire duration that they are present at the venue.
- 1.3 If requested by the Agent prior to the engagement, the Customer shall provide reasonable food and other refreshments for the Artist/s at no charge to the Artist/s or the Agent.
- 1.4 The Customer agrees to negotiate all future bookings of the Artist/s with the Agent whether by and not with the Artist/s directly.
- 1.9 The Customer shall ensure that the Artist/s performance will not be recorded in any way by video filming or audio recording or otherwise, without obtaining prior written permission from the Agent and the Customer acknowledges that there may be a separate fee due for any such filming or recording.

2. Event

- 2.1 Unless otherwise agreed with the Agent, the Customer acknowledges that for any performance one hour or more there must be a 15 minute break for the Artist/s.
- 2.2 Any change(s) to the performance timings, that were agreed with the Agent, on the day of the event will be at the sole discretion of the Artist/s and may be subject to an increase in the total Fee.
- 2.3 Should the Customer wish to change the performance timings agreed with the Agent prior to the event date, this will be at the sole discretion of the Agent.
- 2.4 The Customer agrees that changes in timings by the Customer may affect the Fee, and that any negotiations with the Artist/s or Agent relating to time changes prior to or on the event date can result in an increase in the Fee.
- 2.5 The Customer agrees to allow loading access to the part of the Venue where the event takes place both prior to the sound check and immediately after the Artist's performance.
- 2.6 The Customer shall ensure that the performance area is kept covered and at a reasonable temperature for the entire duration of the setup, sound check, and performance.
- 2.7 The Customer shall ensure that suitable lighting is made available for the performance area, loading area, and loading routes.

3. Health and Safety

- 3.1 The Customer will ensure that the Venue at which the Services are to be provided the Artist/s meets with all requirements of any health and safety laws or best practice.

4. Finances

- 4.1 The Customer shall pay the Fee in full by a cleared cheque or BACS payable to 'Auris Music Agency': 25% non-refundable deposit with confirmation of the booking, the remaining 75% at least 31 days before the date of the performance.
- 4.2 If payment of all or any part of the Fee has not been made as set out in the ECF, the Agent reserves the right to cancel the Artist/s performance or appearance. Such cancellation will not relieve the Customer of his obligations to pay any outstanding Fee.
- 4.3 All payments must be in UK pounds sterling unless otherwise agreed in writing. If any cheque from the Customer is returned by the bank for any reason the Customer will be liable for an administration fee of thirty pounds.

5. Cancellation

- 5.1 If the Customer notifies the Agent in writing that the Services are not required then no Deposit made by the Customer prior to the date of cancellation shall be refunded to the Customer and:
- 5.2 If the written notice of cancellation is received by the Agent 31 days or more before the date of the event no further Fees will be payable or:
- 5.3 If written notice of cancellation is received by the Agent less than 31 days before the date of the performance the Customer shall pay the full Fee to the Agent immediately.

6. Liability

- 6.1 The Agent shall not be liable to the Customer as a result of any cancellation of or late arrival by the Artist/s in respect of the event.
- 6.2 Please be advised that the Artist/s' obligation to perform is subject to illness, accident, failure of transportation, act of God, riots, strikes, labour disputes, epidemic or the order of any public authority. If the Artist/s is prevented from performing by any of the above reasons or similar then the Artist/s will be under no further obligation to fulfill or complete the performance.

- 6.3 The Agent shall be entitled to substitute for members of the Artist shown in the ECF an alternative musician chosen at the sole discretion of the Agent without prior notice to the Customer.
- 6.4 The Agent shall not under any circumstances be held liable for any of the individual actions of the Artist/s.
- 6.5 The Customer must inform the Agent prior to the booking of any noise limiters and/or restrictions that are placed on the Artist/s by the Venue. Failure to do so may result in the Artist being unable to perform and under these circumstances none of the Fee shall be refunded.
- 6.6 The Customer must inform the Agent prior to the booking if valid Public Liability Insurance and/or PAT tested equipment is required for the Venue. If the Agent is notified in writing after the booking is confirmed this may result in an increase in the Fee for the Customer. Failure to notify the Agent no less than 7 days before the event may result in the Artist/s being unable to perform and under these circumstances none of the Fee shall be refunded.