

BOOKING TERMS & CONDITIONS

1. DEFINITIONS

These terms and conditions apply to bookings undertaken by Pavan Verma (henceforth referred to as the 'Artist') for an entertainment booking or event, and agreed to by the person who makes the booking and pays the booking deposit/fee. This person will be referred to as the 'Client' throughout these terms and conditions.

2. BOOKING

Both the Client and Artist agree that their verbal, electronic or written confirmation of this booking will confirm their acceptance of these terms and conditions. Client is entering into a legally binding contract with the Artist, in which the Client is committed to carrying out the booking.

- i) 'Confirmation' will mean any verbal, electronic or written acceptance of a booking, and these terms, by BOTH the Client and the Artist.
- ii) All bookings take effect immediately upon 'confirmation'.
- iii) Upon 'confirmation', the Artist will email a Booking Contract to the Client. An affirmative reply by the Client constitutes an acceptance of these 'Terms & Conditions', and must be received before any contract can take effect. Failure to return the Booking Contract is not sufficient to cancel the booking or acceptance of these terms.
- iv) Clients should ensure that they have communicated to the Artist in advance who their designated point of contact will be on the day of the Event.

3. CHANGES TO CONTRACT

The agreed booking fees may be subject to change (in agreement with both the Artist and the Client) if any details on the contract are altered. All changes to the contract must be arranged and agreed by the Artist in advance of the event.

4. EXPENSES

All quotes for performance by the Artist will be inclusive of all expenses required to perform the act agreed. This will include travel expenses, PA system hire, portorage, 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.

5. PAYMENT

- i) Unless previously agreed with both the Artist and Client, the final balance fee for any booking must be received 7 days before start date / time indicated on the booking confirmation by any payment method specified in the confirmation.
- ii) If payment has not been received or cleared by the time and date of the event specified in the booking, the Artist will assume that the booking has been cancelled, and standard cancellation terms will apply, and reserves the right to seek an alternative engagement.
- iii) Failure by the Client to pay the Artist within the terms agreed on the 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.

6. ARTIST PERFORMANCE AND REQUIREMENTS

The Artist will perform for the Client to their highest standard and in the manner in which they have represented themselves via promotional material. It is the responsibility of the 'client' to ensure that:

- i) A safe source of power is provided for the Artist, should they require power, and that all local authority regulations are adhered to.
- ii) The performance venue will provide a safe, suitable sized performance area, and to ensure that the venue is happy to accommodate the performance of such live music, including any live music licences.
- vii) Unless a specific time has been agreed in writing by both parties. The 'artist' will arrive with sufficient time as to prepare which may be as much as 60 minutes prior to the scheduled start time, depending upon the requirements of the specific act. This time will be used to set-up equipment, sound check (if necessary) and change into performance outfits. If the 'artist' is required to arrive at the venue earlier than 60 minutes prior to the performance, extra fees may apply. It is usually a good policy for the 'client' to provide a secure space for the 'artist' in order that extra equipment such as cases can be kept out of sight.
- iii) For any outdoor events suitable dry cover must be provided. If in the event the staging is waterlogged or unsafe to perform, the Artist will not be held accountable and not be made to set up and perform. The full fee will still be due.
- iv) In circumstances where the Artist has been asked to perform with DJ's and/or Musicians, Entertainment Acts and in technical situations which are either booked separately, unknown to the Artist, or fail to meet necessary requirements required by the Artist, or

executed to perform in any way not agreed to in the Booking, any complaints which arise from such a situation, will not be grounds to terminate contract or withhold payment.

v) It is agreed by the Client and the Artist that the equipment and instruments of the Artist are not available for use by other performers or persons without the written consent of the Artist.

7. PERFORMANCE AND SCHEDULE CHANGES

Where it is not possible to amend the contract prior to the event (e.g. on the day itself), changes should be agreed between the Artist and the Client.

i) If the Artist has been asked and agrees to perform later than the agreed finish time specified in the 'Booking Contract' a satisfactory additional surcharge should be agreed between both parties. The extra payment agreed should be paid to the Artist on the day of the event.

ii) If the timings of the event are overrunning due to no fault of the Artist, they are under no obligation to finish later than the time specified in the 'Booking Contract' and is still due full payment.

iii) If the Artist has been asked and agrees to perform for longer than the time outlined in the 'Booking Contract' (i.e. extend a 45 minute performance to 60 minutes), a satisfactory additional surcharge should be agreed between both parties. The extra payment agreed should be paid to the Artist on the day of the event. However, the Artist is under no obligation to extend their performance should they not wish to.

8. USE OF ALTERNATIVE ('DEPUTY' OR 'DEP') PERFORMERS

The 'Artist' agrees to perform as advertised to the Client unless the need arises to use an alternative ('dep') musician, due to unforeseen circumstances. The Artist will have 'dep' musicians on call to cover all eventualities, and reserves the right to use one or more of these if the need arises. There will be no reduction in the contracted fee if a 'dep' musician is used, and the use of one or more 'dep' musicians does not constitute grounds for cancellation.

9. CANCELLATION

THE CLIENT'S ATTENTION IS DRAWN SPECIFICALLY TO THIS CLAUSE.

Cancellation by the Client:

i) The Client shall have the right to terminate this Contract only in the case of a Force Majeure Event (as defined by clause 10) provided that the Client informs the Artist as soon as reasonably practicable on becoming aware of the Force Majeure Event.

ii) Where the Client has terminated (or is deemed to have terminated) the Contract the Artist shall use all reasonable endeavours to secure an alternative booking on the Event Date.

iii) If the Client does not cancel a Contract in accordance with clause 5.1 or for any reason other than a Force Majeure Event the Client shall be liable to pay a cancellation fee, in addition to loss of the Deposit, calculated as follows:

iv) You may cancel this booking without penalty within 48 hours after confirming the booking, as long as the event date is more than 7 days in the future. Otherwise the following fees will be due:

Cancellation up to 60 days before Event	50% of Balance
Cancellation up to 30 days before Event	75% of Balance
Cancellation 14 days before Event	100% of Balance

Cancellation by the Artist

i) The Artist shall have the right to terminate this Contract only on the occurrence of a Force Majeure Event.

ii) The Artist shall inform the Client as soon as reasonably practicable on becoming aware of the Force Majeure Event and make all reasonable attempts to find a suitable replacement artist of similar standard, style and cost. Should a suitable replacement not be found, the Artist agrees to refund the Client the Deposit plus any other fees already paid in advance.

iii) No refund shall be given to the Client against the Deposit already paid if a replacement artist of similar value can be arranged by the Artist and agreed by the Client.

iv) The Client shall have the right to reject any last minute replacement artist. If the Client still requires the replacement artist to perform, then their full fee will be due.

10. FORCE MAJEURE

Defined as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy or act of God.