

Terms & Conditions

PS Live Entertainment UK Ltd - Terms and Conditions of booking

If you do not understand any part of these Terms and Conditions, please call the respective Agent at PS Live Entertainment UK Ltd or seek legal advice before agreeing to them and confirming a booking.

Upon confirmation of a booking between the 'Client' and 'Artist' (in accordance with clause 2) the 'Agent' will issue both parties with a 'Contract'

(PS Live Entertainment UK Ltd Booking Contract) to be signed via adobe e-sign or signed and returned via email or post within three working days. This confirmation, whether verified VERBALLY, ELECTRONICALLY or IN WRITING is a legally binding contract, subject to the following non-negotiable Terms and Conditions of booking. Lack of completion or signature of the 'Contract' does not terminate or invalidate the proposed agreement.

Definition

The following definitions refer to the 'Contract' (PS Live Entertainment UK Ltd Booking Contract) and these 'Terms and Conditions'. PS Live Entertainment UK Ltd, is the 'Agent', the proposed entertainment booker is the 'Client' and the proposed entertainment act is the 'Artist'.

1 | Introduction

1.1 | This booking contract is negotiated by the Agent and is made between the Client and Artists. In issuing this Contract, the agent is acting as an employment agency and is not party to the resulting contract, and therefore shall not be held responsible for a breach of this contract however caused.

2 | Booking

2.1 | All bookings are confirmed immediately upon confirmation of initial booking terms by both the Client and Artist whether this is done verbally, electronically or in writing. The booking is then confirmed.

2.2 | A Contract will be issued to both the Client and Artist to be signed, and is due to be returned via email or post within 4 working days. The Agent will file both completed contracts (available upon request) and will store until 4 years after the contract completion date.

2.3 | The Contract may be modified/changed upon agreement from both parties, in advance of the event date. All changes must be notified to the Agent who if necessary will re-issue the contract. In this circumstance the new Contract will void the previous.

2.4 | The agreed total cost and deposit amount owed may change with any alterations agreed by both the Client and Artist.

2.5 | The Agent will act as negotiator until the date of the event and completion of the contract.

3 | Payment of Booking Fees

3.1 | The Deposit payment as per invoice is due within 4 working days of the issue of the Contract. It is to be paid to the Agent via bank transfer (BACS) or cheque. (Payment details will be provided via invoice)

3.2 | The Final Balance (remaining fee owed) is due to the Artist no later than 2 weeks prior to the event in the form of a bank transfer (BACS) or cheque, paid directly to the artist (payment details will be supplied in the Contract)

3.3 | The Deposit payment is for the Agent's service and is non refundable. The service provided by the Agent is to liaise with the Act and the Client to secure the Act's series for the Client's performance date, and to issue the Contract to both parties. The Agent's service to the Client is complete upon the Client signing the Contract.

4 | Late/Failure Payment of Deposit

4.1 | If the Deposit balance is not paid within the 7 working days specified it will be deemed to terminate the Contract. The Client will be liable to Clause 6 (Cancellation) and will still owe the Deposit fee.

5 | Late/Failure Payment of Balance

5.1 | The Client must pay the Final Balance within the specified time. If the Client fails to do so the Artist has the right to terminate the Contract without penalty. The Client would still be subject to the cancellation fee specified in Clause 6.1.1

5.2 | The Artist has the right to claim interest of 5% on to the balance of any late payments.

5.3 | If full payment is not made to the Artist within 14 days of the event, the debt may be passed to a Debt Recovery Firm by the Artist, sometimes incurring vastly higher costs. The Agent is not responsible for the collection of the remaining Balance due to the Artist.

5.4 | If payment is made by Cheque and it fails to clear, Clause 5 will apply. The Client will also be responsible for any fees/costs incurred from the Artist's bank.

6 | Client Cancellation

6.1 | If the Client terminates the contract for any reason other than 'Force Majeure' (Clause 16) cancellation fees will apply. Please see Clause 6.1.1 for a full breakdown. Cancellation fees will be due to the Agent within 7 working days of cancellation.

6.1.1 | Cancellation fee breakdown

Cancellation Timescale	Cancellation Fee
More than 365 days before event	Nil
Within 48 hours of confirmation	Nil unless the event date is within the following 7 days, in which case the full booking fee will be due
356 days or less before event	Full Deposit Amount as Fee
180 days or less before event	Full Deposit Amount as Fee +75% of Final Balance
90 days or less before event	Full Deposit Amount as Fee + Full Fee

6.1.2 | If the Artist secures a booking for the cancelled date the value of the booking (minus Deposit) can be set off against the Cancellation Fee.

6.2 | In the event of Client Cancellation the Agent will attempt to fix a booking for the Artist for the date. The Agent however cannot guarantee a booking, therefore the Artist is allowed to use alternative sources to fill this date.

6.3 | In the event of Client Cancellation due to 'Force Majeure' the total amount minus the deposit will be refunded.

7 | Wedding day Cancellation

So as not to profit from heartbreak (other than Force Majeure), the Agent has stipulated a separate cancellation fee structure specific for wedding bookings. This is as follows.

7.1 | Wedding cancellation fee breakdown

Cancellation Timescale	Cancellation Fee
More than 365 days before event	Nil
Within 48 hours of confirmation	Nil unless the event date is within the following 7 days, in which case the full booking fee will be due
356 days or less before event	Full Deposit Amount as Fee
180 days or less before event	Full Deposit Amount as Fee +50% of Final Balance
90 days or less before event	Full Deposit Amount as Fee +75% of Final Balance

8 | Artist Cancellation

8.1 | The Artist has no authority to cancel the booking for any reason other than 'Force Majeure' (Clause 16).

8.1.1 | In the event of 'Force Majeure' the Artist must notify the Agent as soon as possible. The Agent will make every reasonable attempt at finding a suitable and relevant replacement Artist at a similar cost.

8.2 | In the event of the Artist cancelling, the Agent would make every effort to find a suitable replacement Artist at a similar cost. If this is successful and the Client agrees to the replacement Artist, the Agent would not refund the Deposit already paid by the Client, but would transfer this to the new booking. The remaining balance due would be to the value of the replacement Artist's usual fee.

8.2.1 | The Client has the right to reject any possible replacement Artists, but once verbally confirmed are bound to these Terms and Conditions.

8.3 | If the Artist cancels for any reasons not covered in 'Force Majeure' and should the client choose to look elsewhere for their entertainment, the Agent will not refund the deposit paid and the Artist would be liable to pay the difference in performance costs (to the client) between their fee and the replacement Artist's performance fee, up to a maximum of 20% difference. (Proof of new Artist's fee will need to be provided)

9 | Complaints

9.1 | In the circumstance of either party wishing to make a complaint, it should be made in writing, via the Agent, within 30 days. The Agent will liaise with both parties with the intention of reaching a sufficient outcome. Should this be unsuccessful or the matter cannot be resolved, both parties should seek legal advice.

The Agent is not responsible for the Client or Artist's failures.

9.2 | Full payment must still be made to the Artist as specified in Clause 3.2 even upon complaint. Failure to do so will incur charges as stated in Clause 5.

9.3 | Any dispute made regarding a change to the contract or performance that were agreed by both the Client and Artist, but not discussed with the Agent is to be dealt with directly between the Client and Artist.

10 | Responsibilities of the Client | The Client must ensure the following Clauses are investigated and confirmed with any relevant information passed to the Agent, prior to confirming the booking. Any costs incurred are to be paid by the Client. Any alterations to these responsibilities are to be discussed and altered in 'Additional Information' section of contract.

10.1 | The Venue can supply a safe power supply.

10.2 | The Venue can provide a safe, dry and level performance area.

10.3 | The Venue holds any relevant licences required for live performance.

10.4 | The Venue does not have any inhibiting noise limiters. If the venue has a limiter please find out the decibel (dB) level it is set at and contact the

Agent for more information. The Artist cannot guarantee the quality of its performance if the sound level is quieter than an un-amplified Drum Kit. The Artist is not to be held responsible for non-performance where the sound limiter is set too low for live performance of their act.

10.5 | Free Parking should be available to the Artist and all vehicles associated with the Artist. If no free parking is available the Client is liable to these costs. Receipts and an invoice are to be presented to the Client within 7 days, with the amount payable within a further 7 days.

10.6 | The Artist must be provided with a free reasonable supply of Mineral Water / Soft Drinks for the duration of their stay at the venue.

10.7 | The Artist must also be provided with a hot meal or buffet for all members of their act. This is negotiable for stays of 3 hours or less.

10.8 | The Artist requires an adequate and secure area to change in. This space should be secure, contain the correct number of chairs and a safe source of power. This clause is negotiable, but the Agent must be notified prior to confirming.

10.9 | The Client must negotiate any further bookings of the Artist with the Agent, for a period of 18 months after the event date.

11 | Responsibilities of the Artist | The Artist is fully responsible for all Clause 11 matters.

- 11.1 | The Artist must ensure that they are under no obligation to another performance/booking that may hinder/interfere with this booking prior to signing the Contract.
- 11.2 | The Artist will endeavour to perform to the upmost highest quality, in the same manner as is represented by the Agent in the Artist's promotional material.
- 11.3 | The Artist must provide all relevant equipment required to perform their act to the highest standard. This equipment must be annually PAT tested, with Certificates available for inspection upon every booking.
- 11.4 | The Artist must hold Public Liability Insurance of minimum £ 1,000,000 cover, with Certificates available for inspection upon every booking.
- 11.5 | The Artist shall not drink alcohol excessively (prior, during or post performance).
- 11.6 | The Artist shall not use illegal drugs at the event venue, or at all on the day of the event.
- 11.7 | The Artist shall dress suitably for the occasion, in agreement with the Clients requests.
- 11.8 | The Artist shall will always remain courteous and polite to the Client, the Venue and the Agent throughout the entire booking process, not harming or damaging any reputation between the parties.
- 11.9 | The fully-inclusive fee agreed by the Artist that is specified in the Contract for the performance, is not subject to change.
- 11.10 | The Artist is not employed by the Agent and is therefore fully responsible for their own accounting and legal contributions.

12 | Expenses and Extra Charges

12.1| The Client is not responsible for any other Artist expenses (including but not limited to accommodation, travel, rehearsal time, song downloads) unless otherwise discussed and stated in the 'Additional Contract Notes' section of the Booking Contract. If any expenses are agreed, the Artist must supply the Client with an invoice within 7 days of the event, with payment due a further 7 days after the event.

12.1.1 | Travel Expenses for use of Artist's cars or vans are charged at 30p/mile. The Client is responsible for this cost, which will be added to the Final Balance and Payable to the Artist as outlined in Clause 3.2

12.2| If the venue is of considerable distance away and the Artist(s) are required to stay over, the Artist may request a "Stop over fee". This must be agreed by both the Client and the Artist at the time of the booking completion and stated clearly in the invoice and contract.

12.3| If the Artist(s) are required to set up early, an early set up fee will be charged. Usual set up and sound check should be no more than 3 hours prior to the performance. Any longer gap will be regarded as an early set up and a fee of no more than £200 charged to the client. This fee can be waived by the Artist(s) only, and at the Artist(s) discretion.

13 | Artist Equipment

13.1 | Unless given written permission, the equipment supplied by the Artist is not available for use by any other person, guest or performer under any circumstance.

13.2 | The Client must respect that the equipment supplied by the Artist is expensive, fragile and necessary for their livelihood. The Client would be responsible for any damage of equipment caused by any member of their party, and would incur the cost of repair in full.

14 | Changes to the agreed performance schedule

14.1 | When possible any changes to the performance schedule should be discussed with the Agent. If this is not possible (eg on the day) changes should be agreed between the Client and Artist prior to the performance.

14.2 | If agreed changes incur a later finish time an adequate fee should be agreed between both parties. This fee would be due and paid direct to the Artist on the day of the event. Any changes are still subject to these Terms and Conditions.

14.3 | If the event schedule over-runs due to no fault of the Artist, the Artist holds the right to finish at the agreed curfew and is still due the full payment.

14.4 | If the Client makes a request for the Artist to perform longer than specified in the performance schedule, on the event date, the Artist has the right to agree a further fee to do so, payable on the day of the event. They also hold the right to refuse this request, without penalty.

15 | The use of Dep, Deputy or Alternative Performers

15.1 | The Artist should make use of their standard line-up as represented in all promotional material, unless the need arises to use an alternative performer due to unforeseen circumstances. In this instance the Artist will have suitable Dep, Deputy or Alternative Performers available to cover all parties within the act. These performers should have equal ability and competence, and represent the Artist in the same style as displayed in all promotional material. The Artist holds the right to use one or more Alternative Performers without notifying the Client.

15.2 | The Artist must use an Alternative Performer rather than cancelling a booking. On this occasion a reduction in fee is not applicable, unless the Artist being replaced is a Celebrity figure.

15.3 | All Artist line-ups are subject to change without prior notice, unless the booking is of a Celebrity figure.

16 | Force Majeure

16.1 | Force Majeure occurs where either party is unable to comply to the contractual obligations set out in these Terms and Conditions due to a reason out of it's control. This could be an act of nature (earthquake, fire, flood, hurricane, storm or any other natural disaster), illness or death, accident, war, terrorism, epidemic, national calamity, civil commotion, order of Government or Local Authority having jurisdiction in the matter, changes in law or foreign government policy.

16.2 | In the circumstance of Force Majeure the affected party shall have to prove it, providing evidence that they took out any action to prevent the circumstance from happening. When proven cancellation fees as stated in Clause 6 will apply.

16.3 In a proven case of Force Majeure occurring for a specified period, the Agent will endeavour to reschedule the performance where possible and the Deposit and Final Balance payments may be transferred to the new scheduled date where this occurs, minus a-rebooking fee of \$PrintPound 100. Where this is not possible, the Deposit will be retained by the Agent.

16.4 In any event of Force Majeure the Agent will not be liable for any losses incurred by the Client, the Artist or any associated third parties.

17 | Jurisdiction

17.1 | The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Agreement.

18 | Terms and Conditions

17.1 | If you do not understand any part of these Terms and Conditions, please consult the Agent, or seek legal advice. Once signed you are bound to all conditions.

