

# Last Orders – The Pub Choir

## Booking Terms

### 01. Introduction

These are the terms and conditions of Last Orders - The Pub Choir in relation to the artist playing live music at your event.

A copy of our terms and conditions (or a link to this page) will be sent to you at the time of booking and we ask that you read them carefully before confirming your booking and paying your fee advance\*.

If you have any questions about anything on this page then please do not hesitate to contact us at [hello@lastorderspubchoir.co.uk](mailto:hello@lastorderspubchoir.co.uk)

### 02. General

Please read carefully our terms and conditions document which applies to every booking that Last Orders - The Pub Choir take. All conditions apply to the artist and/or the client.

Our terms and conditions have been designed to offer protection and peace of mind to all parties and to ensure the safety of the artist, the client and all guests and customers.

### 03. Definitions

The following definitions apply to these terms and conditions:

**Last Orders - The Pub Choir** (the artist)

**Artist Management Team** (members of the artist or those appointed to work on their behalf)

**Client** (the person or organisation making the booking for the artist to play live)

**Guests/customers** (those people invited to attend the event by the client)

**Venue** (the place where the event will take place)

**Event** (function or party arranged by the client, where the artist will perform)

### 04. Booking Process

The agreed fee advance is due strictly within 5 working days of the customer agreeing to book. The fee can be paid via BACs transfer. The advance is **NON-REFUNDABLE** to cover rehearsal fees, admin fees, ongoing customer liaison and cover any potential business loss to the artist in securing your chosen date (meaning that it would no longer be available to any other potential clients).

Due to Demand please note that we do not hold dates for customers who have not paid their fee in advance. We operate on a first come first serve basis and where two or more potential clients have asked to book the same date the first potential client to pay the fee advance will have that date secured for their event.

### 05. Advance Fee Payment

Once the booking has been confirmed by the artist management team the client will be issued with a notification to pay the agreed 20% advance amount, the remaining amount of the artist fee is paid via BACS during the week of the clients event. This will be broken down by services requested, advance amount and any other reasonable expenses as necessary (and previously agreed) such as

accommodation and mileage. Please note (as above Section 04) that the booking can not be confirmed without the advance fee payment.

Once the advance payment has been made, the client will have the opportunity to pay the outstanding amount in any method that they choose (for example monthly instalments or full amount) until one month before the event. If the outstanding amount has not been paid before the date of the event the artist has the right to terminate the agreed contract without penalty. Additionally, the client remains liable for cancellation fees as outlined in Section 16 of these terms and conditions.

If the client cancels the event at any point and a cancellation fee is applicable the client will be issued a bill for that outstanding amount.

Please note that payment can not be made at the event unless previously agreed at the time of booking. In this case, all payments must be made to the artist on their arrival at the venue or the artist will refuse to start setting up.

Any outstanding payment owed to the artist will be followed up by the artist management team for up to 30 days after the event. If payment has not been made after these 30 days all outstanding payments will be referred to a recovery company and will be subject to a surcharge to cover any collection costs incurred. This surcharge together with all other charges and legal fees will be the responsibility of the defaulting party and will be legally enforceable. In addition, any outstanding cancellation charges will be passed over to the recovery company.

Please note that the receipt will be in the form of either email, text, social media platform message and/or by telephone. will be issued to the client once all fees have been paid to the artist.

## **06. Contracts and Agreements**

Once the event booking has been confirmed the artist management team will issue the client with the following:

- Confirmation of booking by the artist management team either via email, text, social media message and/or by telephone outlining all fees and advance fee payment required for the artist's performance.
- A copy of the artists' FAQ pack ensuring you have all the relevant information you need about the artist and their set-up, performance times, stage requirements and other requirements.
- A copy of these terms and conditions by e-mail or url link.

## **07. Confirmation of Booking**

Once the advance payment has been received the booking will be confirmed to the client by the artist management team via email, text, social media platforms and/or by telephone.

If you have not received confirmation from the artist management team within 30 days of you paying the fee advance, then you should contact the artist via email [hello@lastorderspubchoir.co.uk](mailto:hello@lastorderspubchoir.co.uk) to confirm that everything is in order.

## **08. Expenses**

If the client has agreed to pay additional expenses to the artist (for example accommodation, mileage etc) they must be repaid to the artist within 28 days of the event. It will be the responsibility of the artist to provide all appropriate receipts and invoices to the client to validate costs. Payment of expenses can be made by bacs. Bank details will be provided to the client at the same time as receipts and invoices. Please note that all expenses will be quoted to the client as an approximate cost at the time of booking.

## **09. Health and Safety**

You agree that it is your responsibility to ensure that the venue is safe for the artist to play at and that you will notify us of safety procedures applicable at the venue on or before our arrival. If you the client are not responsible for the venue, it will be your responsibility to work with your event coordinator or the venue management team to ensure that the following are in place:

- up to date Health and Safety Policy (and relevant risk assessments)
- up to date Fire Risk Assessment
- suitably earthed single-phase electricity supplies that will not endanger our safety or damage our equipment and incorporate RCD's (residual current devices) that have been subject to regular safety inspections as required by law.
- two double or four single sockets nearby to the playing area
- a safe place for the transportation, setting up and operation of the artist's equipment including, but not limited to, a stage or floor space that is flat, non-slip, free from dirt, debris and liquids and capable of safely supporting us and our equipment and clear access to the stage or floor space from outside the venue.
- We maintain, inspect, test, and operate our equipment to ensure the safety of ourselves, the venue and its management, staff and clients. We shall not be liable for any injury or damage arising from touching or attempted use of our equipment by the venue's management, staff, the client (and their guests). Copies of inspections and tests are available from the artist management team on request.
- You agree that you are responsible for the conduct of your clients, staff, and guests. If at any time during the event, we consider that our equipment or ourselves to be under threat, verbally or physically, we reserve the right to terminate the contract without notice. You agree that the full fee shall be payable to us in these circumstances.

## **10. Licences, Insurance and Certificate**

- You agree that you have the necessary licences, insurance and certificates for us to perform including but not limited to:
  - An up-to-date fire risk assessment for the venue
  - An up-to-date health and safety policy
  - A premises, personal or event license permitting our live performance.
  - Performing Rights Licence
  - Public Performance Licence
  - Public Liability Insurance
  - Employer's Liability Insurance

If you the client are not responsible for the venue, then you should speak to your event co-ordinator or the venue management team to ensure that these documents are in place. It will be the artist's right to ask for copies of these documents if it is deemed necessary.

It will be the responsibility of the artist to hold appropriate public or personal liability insurance and these will be supplied you on request by the artist management team.

## **11. Last Orders - The Pub Choir's Responsibilities**

We (the Artist) will be responsible for:

- performing for the client to the highest standard and in the manner in which we have represented ourselves in previous performances and via promotional material such as our website
- acting professionally and courteously to the client, their guests and all employees of the venue and other contractors working at the event

- ensuring that all our equipment is in good working order and meets relevant safety requirements including all portable equipment to be PAT Tested
- ensuring that we have all relevant and up to date certificates and insurances including Public Liability Insurance
- acting in a manner that is not deemed damaging to the reputation of the artist, the client or the venue
- being suitably attired for our performance in line with agreements made with the client prior to the event
- arriving, setting up and performing as per times outlined on the booking form or subsequently negotiated with the client
- providing all instruments, microphones, cables, PA or any other equipment deemed necessary for each performance except where the client has already arranged for equipment to be made available
- ensuring the safety of all equipment used whilst on site
- leaving the facilities as found on completion of the engagement
- ensuring that we are not under any obligation to another client which may impact on the event
- contacting the client at least 7 days before the event to confirm final details for the event and to finalise any last-minute details
- ensuring that if the artist finishes playing before the event concludes that we will breakdown and remove equipment from the venue with the least amount of disruption to the event and to the client's guests as possible

## **12. Client's Responsibilities**

The client will be responsible for:

- providing full details of the required performance including timings, venue details, contracts and special requirements (the artist management team will contact you after the booking has been confirmed to arrange a suitable time to discuss these requirements)
- providing adequate parking facilities for the artist's vehicles. Where no legal parking is available, the client agrees to pay parking expenses
- providing an appropriate and safe environment in which to perform, that will include a covered performance area on a dry, flat surface and with good access to loading/unloading facilities.
- ensuring the artist has access to a suitable rest area (especially if the client does not want the artist to be part of the event when they are not playing)
- providing a suitable and safe place for unloading and loading of instruments and equipment to and from vehicles and venue - this includes adequate lighting and suitable surfaces
- providing a suitable place for the artist to store cases and other items that are not required for the performance (preferably somewhere that can be locked)
- ensuring adequate power supplies are available where appropriate. Typically the artist will require a minimum of 4 x 13 amp sockets. Extension leads, cables and other equipment will be supplied
- advising of any sound restrictions at the venue or any other restrictions which may affect the artists access or performance
- providing soft drinks to the artist during the event (meals or provision to obtain food should be made available for events that last over 6 hours from time of arrival to end of the breakdown period)
- ensuring that the venue is able to accommodate the performance of the artist by possessing appropriate licenses
- ensuring that any photographs taken of the artist during the performance are only used for private reasons and not made public without the prior permission of the artist or the artist management team
- ensuring that their guests do not interfere with the artist's performance
- ensuring that their guests do not use or touch any of the artist's equipment/instruments without prior permission from the artist
- ensuring that the artist is not subject to aggressive or abusive behaviour during the performance

- any other special requirements as requested by Last Orders - The Pub Choir at the time of booking
- If cancellation, non-performance or a below par performance results due to venue restrictions, the client will still be liable for the total fees or cancellation fees. If the client is not responsible for the venue, then it is their responsibility to work with their event co-ordinator or venue manager to ensure these requirements are investigated before the booking and that any relevant information is disclosed to the artist management team as soon as possible.

### **13. Access to the Venue**

We require at least 90 minutes to set up prior to the performance and at least 60 minutes to pack up after the performance. You agree to inform us if the playing space is not located on the ground floor or special access is required to allow us a longer set up/break down period for our equipment.

Please also see Section 9: Health and Safety and Section 12 Client's responsibilities of these terms and conditions for further details.

### **14. Duration of performance**

The performance time of the artist is specified in the contract and events form and are as agreed by the client and the artist management team prior to the event to suit the needs of the client. Please note that contracted start times are based on the artist having access to the performance area at least one hour before the contracted start time.

Unless otherwise agreed in advance, the performance shall normally consist of one 70min set.

If the timings of the event are overrunning due to no fault of the artist, the artist are under no obligation to finish later than the time specified in the booking contract and is still due full payment.

We provide our standard quotations on the basis that we will not need to arrive at the venue before 6pm and that we will leave the venue no later than 12:30am. Early arrivals before 6pm and late finishes after 12:30am, require prior arrangement and are subject to additional fees beyond that of our standard quotation for live music.

### **15. Delay, interruption, or suspension to our performance**

In the unlikely event that the performance is delayed, curtailed or stopped due to events beyond the artist's control then you agree to pay the fee in the full amount. This includes but not limited to:

- equipment failure
- power failure
- noise limiters
- time restrictions
- venue's staff absence
- smoke detector activation
- closure of the venue by police, fire brigade or other public authority
- licensing/certification problems
- one of your guests continually disturbing the artists performance or interfering /m mistreating the artists equipment during the artists performance or during the breaks

### **16. Cancellation by you (The Client)**

Cancellation by either party is not allowed except where Section 22: Force Majeure' applies or where the client and the artist mutually agree to cancel the booking (this must be provided in writing by both parties). In either event forfeiture of the booking fee will result.

If you book us and subsequently cancel, you owe us the agreed fee or part thereof as shown below (optionally waived at our sole discretion) and in addition to any previously paid fee advance:

Cancellation up to 90 days before the Event - 50% of the Balance

Cancellation up to 60 days before the Event - 75% of the Balance

Cancellation less than 60 days before the Event - 100% of the Balance

If you ask us to stop playing because you decide it is not what you want or we are required to stop playing for any other reason stated within these terms and conditions you the client agree to pay the full amount.

The above cancellation fees are an important part of our agreement and are accepted by the client on receipt of our contract. All cancellation fees must be paid within 14 days of cancelling the engagement.

If, due to Force Majeure, your event needs to be rescheduled, bookings must be rearranged prior to the performance date and the rescheduled date must be within a six month period from the originally booked performance. If Last Orders - The Pub Choir cannot reschedule due to lack of availability, a postponement will be treated as a cancellation. If your event cannot be rescheduled prior to the performance, the booking this will also be treated as a cancellation.

#### **17. Cancellation by Last Orders - The Pub Choir (The Artist)**

We reserve the right to cancel for any reason though normally that will only occur because of circumstances beyond our control (e.g., illness, incapacity, breakdown of equipment or transportation or, extreme weather conditions). You agree that, if we cancel, we will not be liable for any related cancellation fees or your losses from the event or venue.

If the artist needs to cancel the performance we will give the client as much notice as possible and will try to help you with booking an alternative artist if you wish or work with you to reach a mutually agreed solution for example play as a three piece or find a deputy musician if it is possible etc.

We will ensure that all fees including the advance payment are returned to you with 7 days of the cancellation.

#### **18. Advertising**

If your event is a public event, it will be your sole responsibility to advertise and promote it yourself. If logos are required for posters and other material these can be requested directly from the artist or the artist management team, however, the artist will require final approval of designs to ensure that their intellectual property is not compromised. If you require the artist to provide promotional items this can be arranged at an additional cost to cover design and printing expenses.

The client must be aware that we normally publicise our performances on our website from the date they are booked and thereafter on listings and social networking websites. If you do not wish to have your event advertised via our website or social media please let us know at the time of booking. Please note that we will never publish personal information or share specific details of private events.

#### **19. Indemnity**

You agree that you will fully indemnify us for damage, loss or confiscation of our equipment or instruments on your premises resulting from any act or omission on your part (or your guests/customers) or, failure to comply with these terms and conditions.

## **20. Change to bookings**

For advice on amending a booking, please email [hello@lastorderspubchoir.co.uk](mailto:hello@lastorderspubchoir.co.uk) or call 07968960826. All amendments to the original booking form are subject to mutual agreement from the artist and the client and will need to take into consideration the details outlined in these terms and conditions.

## **21. Complaints**

In the event of a dispute or complaint from the client, this should be disclosed at the time of the event however, if this is not possible all complaints must be made in writing and forwarded to the artist management team within 28 days of the event. A response to the complaint will be given to the client within 14 days of receipt.

If the matter cannot be resolved, or an agreement reached, then the client should seek legal advice. The artist will do everything in its power to settle all disputes swiftly and satisfactorily.

## **22. Force Majeure**

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, order of Government or Local Authority or Police having jurisdiction in the matter or changes in law.

Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven then the cancellation fees outlined above shall be unenforceable.

## **23. Commercial Rights**

The client hereby agrees that the performance shall not be recorded or broadcast for commercial gain without the written permission of the artist or the artist management team. All discussions regarding this should be made before the event.

## **24. Photographs of the event, the artist and the performance**

We appreciate that during the performance and the event that photographs may be taken of the artist, we ask that where this is the case photographs are only used for personal use (including social networking sites) and are not used for commercial reasons without permission from the artist management team. We also ask that any photographs taken of the artist and which are used on social networking sites/blogs do not represent the artist in a negative manner or in a manner that would damage the artist's reputation.

Where photographs are taken of the artist by a professional photographer we again ask that they are not used for commercial reasons without the permission of the artist management team. We always appreciate being given copies of professional photographs and we will use these appropriately as agreed with the photographer.

## **25. Use of Images taken at your event by Artist Photographer**

The artists photographer accompanies them at some events that they perform at and also events where the client has requested this service. The artist and photographer reserve the right to use any of the images taken at your event for promotional material.

## **26. Sound Limiters and Volume**

The adjustment of the volume and sound level of any equipment shall be as the client reasonably requires should the client request such an adjustment.

The artist cannot be held responsible for non-performance in circumstances where a sound limiter is set so low that live music performance is not possible for an artist of its type.

The artist will need to be notified by either yourself, your event co-ordinator, wedding planner or your chosen venue, that the venue has or is having a limiter installed during the booking process. Failure to notify the artist will result in the artist not being able to perform at your event due to not having the time to bring the correct equipment to carry out their performance.