

Solar Entertainments

Karaoke & Disco Specialists

Private Parties, Corporate Functions & Weddings

Client and Artiste Booking Terms and Conditions

Updated 26/10/11

If any part of these terms and conditions is unclear, please contact us for clarification.

Any booking, whether confirmed verbally, electronically or in writing, will be subject to a legally binding contract carrying the non-negotiable terms and conditions set out below.

1: Definitions

The '**Client**' is the person named on the contract who is booking the services of Solar Entertainments.

The '**Artiste**' is the person(s) named on the contract who will be providing the services requested by the **Client**.

The '**Venue**' is the establishment named on the contract at which the requested services will be taking place.

2: Confirming The Booking

'**Confirmation**' means the electronic or written acceptance of the contract by **both** the **Client** and the **Artiste** along with receipt by Solar Entertainments of any booking deposit specified on the contract due from the **Client**.

'**Confirmation**' is required within 7 days of the date of issue of the contract. **Until Confirmation** has been received, bookings do not take effect and event dates remain open to further enquiries.

All bookings take effect immediately upon '**Confirmation**' and may subsequently only be cancelled as detailed in the cancellation terms (see clause 19). Signatures are not required to bring the contract into force.

3: Payment Of Fees

Any booking deposit specified on the contract is due from the **Client** within 7 days of the issue date on the contract in order for '**Confirmation**' of their booking to take place (see clause 2 above). Methods of payment appear on the contract. Please ensure the contract number, as shown on the contract, is quoted when making any payments. **Client** booking deposits, unless otherwise agreed, are 15% of the total booking fee and will be shown on the contract.

The **outstanding balance** is due to Solar Entertainments by cheque or bank transfer at least 7 working days before the event date, unless otherwise agreed between Solar Entertainments, the **Client** and the **Artiste** and detailed on the contract. If such payment is not made at least 7 working days before the event date, the **Artiste** has the right to cancel this booking without penalty and the **Client** will forfeit any other fees paid previously and remain liable for any cancellation fees due (see clause 19).

Payments due to Solar Entertainments from the **Artiste**, as detailed on the contract, will be invoiced for after the event date and must be paid according to the terms on the invoice.

Payments due to the **Artiste** from Solar Entertainments will be made within 7 days of the event date.

A standard charge of £25 will be levied on any unhonoured cheques received by Solar Entertainments.

4: Music Preferences and Playlist Requests

All music preferences and any specific music or karaoke requests should be confirmed with Solar Entertainments at least 14 days prior to the event date to give Solar Entertainments and the **Artiste** sufficient time to prepare, otherwise the **Artiste** will be unable to guarantee fulfilling the **Client's** requests in full.

Requests during the event will be taken at the **Artiste's** discretion and played if they are available and appropriate in their professional judgement.

5: Equipment Setup and Removal Times

The **Client** must appreciate that approximately 45-60 minutes is required prior to performance for **Venue** access, equipment installation and setup. If access to the performance area involves lifts, stairs or long access routes then additional time should be allowed as appropriate. If such time is likely to affect the smooth running of the event, earlier setup will be considered if approved by all parties concerned. If insufficient time is allowed for access and setup and this impacts the performance time through no fault of the **Artiste**, then no reduction in fee will apply.

Solar Entertainments shall not be liable for any additional costs levied to the **Client** by the **Venue** in relation to additional time required for access, setup, dismantling and removal of equipment.

6: Venue Requirements

The **Client** is responsible for ensuring their **Venue** has all appropriate licences required by law in force at the time of performance to allow the booked entertainment to take place.

It is the **Client's** responsibility to ensure their **Venue** can accommodate the **Artiste** and that the **Artiste** is allowed to carry out the services which have been requested of them safely and without hindrance. Any non-performance of the **Artiste** due to **Venue** restrictions will place the **Client** liable for cancellation fees as detailed in clause 19.

The **Client** is responsible for ensuring safe and adequate power is available to the **Artiste** close to the performance area.

If the **Artiste** is required to work alongside other booked entertainment, it is the **Client's** responsibility to ensure sufficient space is available in which all **Artistes** can setup and perform safely and comfortably.

The **Client**, in conjunction with their **Venue**, should provide the **Artiste** with a 'safe working place', which should include an area for the **Artiste** to work which is of sufficient size and separate from the audience and which allows the **Artiste** the facility to leave without hindrance and to safely remove their equipment where appropriate should there be any disruption arising from the behaviour of the audience. The area should be free of extraneous cabling, overly bright lights, extremes of temperature, dampness or other such hazardous conditions and should be separated from the audience by means of partitions, tables or raised stage areas which make access by audience members difficult or controlled.

Where an event is being held in a marquee, the **Client** must ensure that the performance area is dry with a firm, even, flat surface and that a minimum of two 13A power sockets are available within close proximity of the performance area.

Smoke, fog or bubble machines will only be used at an event at the request of the **Client** and with specific permission from the **Venue**. In any case, smoke machines will not be used in poorly ventilated rooms, in areas where fire or smoke sensors are present or in rooms where any objects or people are likely to be in close proximity to the smoke machine.

7: Sound Limiters and Volume

The adjustment of the volume and sound level of any equipment shall be as the **Client** or **Venue** reasonably requires.

The **Client** is responsible for checking with their **Venue** if a sound limiter is fitted and what effect this may have on their event. Should the presence of a sound limiter prevent the **Artiste** from performing or detract from the **Artiste's** performance in any way, the **Artiste** cannot be held responsible. If, in the view of the **Artiste**, the operation of the sound limiter poses a risk to the **Artiste's** equipment, the **Artiste** reserves the right to end the performance without penalty.

8: Changes To Contract

The agreed booking fees may be subject to change (in agreement with both the **Client** and **Artiste**) if any details on the contract are changed. Any alterations deemed necessary to the contract by Solar Entertainments, the **Artiste** or the **Client** will be made clear on the contract, dated and an amended written contract issued to all parties concerned.

9: Complaints

If, through their own fault, the **Artiste** is unable to fulfill part of the event schedule or breaks the terms of the contract and the **Client** would like to claim a reduction on the **Artiste's** fee, a complaint must be made in writing to Solar Entertainments no more than 30 days after the event. Full payment must still be made to the **Artiste** as agreed in the contract. Withholding payment is illegal.

Whilst Solar Entertainments cannot be held responsible for the actions or failures of either the **Client** or **Artiste**, we will make every effort to settle disputes without the need for either party to take legal action against the other. Once a written complaint has been made by the **Client**, Solar Entertainments will contact the **Artiste** to discuss the complaint and request a written statement detailing their version of events. Solar Entertainments will act as a mediator between **Client** and **Artiste** in order to achieve an amicable agreement. If Solar Entertainments cannot settle the dispute to the mutual satisfaction of both **Client** and **Artiste** then both parties must settle the matter directly via their own legal representatives.

Any dispute between **Client** and **Artiste** based on changes to the contract/performance that were agreed by both the **Client** and **Artiste**, but not confirmed by Solar Entertainments in writing, must be settled between the **Client** and **Artiste** directly.

10: Changes On The Day

Wherever possible, changes to the contract schedule which are unavoidable on the day of the event should first be discussed and agreed with Solar Entertainments. Should this not be possible, changes are to be agreed between the **Client** and the **Artiste** prior to performance. Any changes will be subject to these terms and conditions. If changes negotiated between the **Client** and the **Artiste** on the day of the event are agreed to incur additional costs to the **Client**, the **Artiste** accepts full responsibility for arranging the collection of additional fees.

11: Delayed Event Schedules, Late Finish Fees and Extended Performance Times

If, due to the late running of or alterations to the event schedule which is no fault of the **Artiste**, the **Artiste** is unable to perform their full performance time within the schedule outlined in the contract, there will be no reduction in the **Artiste's** fee.

In the event of late arrival by the **Artiste** that disrupts operating procedures and reduces performance time, the **Client** has the right to request a proportionate refund of the **Artiste's** fee via a written complaint (see clause 9).

If the event schedule is changed on the day and the **Artiste** is required and agrees to perform longer than the performance times agreed in the contract, then the **Client** and **Artiste** must agree a mutually acceptable additional fee for the extra time and it is the responsibility of the **Artiste** to collect such additional fees.

The **Artiste** has the right to refuse any extension of their performance time agreed in the contract without penalty.

12: Re-engagement Of The Artiste

The **Client** agrees to negotiate all future bookings of the **Artiste** with Solar Entertainments and not with the **Artiste** directly, for the period covering the issue date of the contract until 18 months after the event date on the contract.

The **Artiste** agrees not to hand out business cards or any promotional materials bearing their personal telephone number or address, or any other contact details other than those of Solar Entertainments, to the **Client**, their guests, staff, **Venue** or contractors. If approached, the **Artiste** must inform the person(s) concerned to contact Solar Entertainments. The **Artiste** may provide their name in order for the person(s) to ask Solar Entertainments for the **Artiste** in person. Any other action will contravene the terms of the contract and, if the **Artiste** is found to have done this, they will cease to be used by Solar Entertainments at future events and they will forfeit any bookings already confirmed or contracted.

13: Artiste Service Guarantee

The **Artiste** agrees to provide a performance that is to the best of their ability and reflects the quality of the **Artiste's** capabilities as known to Solar Entertainments and as promoted to the **Client**.

The **Artiste** will be polite, courteous and professional in all their dealings with the **Client**, their guests and all **Venue** staff and contractors.

The **Artiste** will respond to any **Client** requests regarding volume, situations of equipment and any other reasonable requests.

The **Artiste** agrees that no performances will contain material that the **Client** deems to be offensive.

The **Artiste** agrees to provide all equipment required to undertake the performance, unless the equipment has been contractually agreed to be provided by the **Client** or other third party. It is the **Artiste's** responsibility to ensure the good working order & safety of their own equipment and to obtain all necessary insurances and certifications required. Solar Entertainments shall not be responsible for any physical or material damage caused howsoever by an **Artiste's** equipment.

The **Artiste** agrees that their fee is inclusive of all expenses (except those itemised separately on the contract) including travelling expenses, VAT, Tax etc and covers any payments whatsoever due to other members of the act.

The **Artiste** will refrain from excessive drinking before, during and after the performance at all times when the **Client** or their guests are present. The **Artiste** will not, under any circumstances, partake of any illegal drug use on the day of the event or whilst at the **Venue**, or whilst in the presence of the **Client**, their guests, **Venue** staff or other associated suppliers or **Artistes**. The **Artiste** will not smoke in restricted areas or park their vehicles in restricted areas at the performance **Venue**. The **Artiste** will not partake in any other conduct deemed anti-social, illegal, or reflecting badly upon themselves, Solar Entertainments or the **Client**. The **Client** has the right to dismiss any **Artiste** guilty of any of the acts mentioned in this paragraph and to seek compensation via a written complaint (see clause 9).

Should the **Artiste** be unable to complete their full performance time due to equipment failure, the **Client** has the right to seek a proportionate refund of the **Artiste's** fee by means of a written complaint (see clause 9).

The **Artiste**, at the time of agreeing to the contract, shall not be under any contract to a third party that might prevent the **Artiste** from fulfilling the engagement.

The **Artiste** will be appropriately and smartly dressed during their performance except with the consent of the **Client** or where the wearing of other attire is deemed a necessary part of their performance.

The **Artiste** is treated in this engagement as self-employed. They are responsible for their own accounting and payment of Tax, VAT and National Insurance contributions.

The **Artiste** accepts full responsibility for maintaining their own **Public Liability Insurance** (which must be a minimum of **£5 million** cover), their own equipment insurance, vehicle insurance and for ensuring their equipment has been **PAT tested** within the 12 months preceding the date of the event. The **Artiste** is responsible for carrying certification of **Public Liability Insurance** and **PAT Testing** with them to the event should any queries arise on the day itself.

The **Artiste** is responsible for ensuring that they have all necessary licences, consents and insurances in place to enable them to perform and provide their material at the **Venue** shown on the contract.

15: Health and Safety

Aggressive behaviour, either verbal or physical, directed at the **Artiste**, or any situation arising in which the **Artiste** feels threatened, will not be tolerated and the **Artiste** has the right to terminate the performance in such cases without penalty.

If the **Artiste** is exposed to dangerous or hazardous conditions of work or they have reasonable belief that they may be in a situation where they or their equipment is in any risk of danger, they reserve the right to withdraw from the premises, taking their equipment with them, without penalty.

The **Client** is responsible for ensuring adequate supervision of their guests and that **Venue** management adequately supervises customers and staff on site premises. The **Client** shall evict any person(s) causing a nuisance to the **Artiste**.

At events where guests under the age of 16 years will be present, the **Client** must ensure that adequate adult supervision is provided. The **Client** and/or parents will be responsible for the behaviour and safety of all minors. **Artistes** are not liable for supervision of minors.

16: Artiste Equipment

It is agreed by the **Client** and **Artiste** that the equipment provided by the **Artiste** will not be available for use by any other persons except by specific permission of the **Artiste**.

Should the **Artiste** be requested to connect their equipment to any other equipment provided by the **Venue** or third party, the **Artiste** reserves the right to refuse such connections if they consider it to be unsafe or likely to cause damage to their own equipment.

Solar Entertainments cannot be held responsible for damages to any persons or property caused by a self-employed **Artiste**. The **Artiste** accepts this responsibility.

Should any loss or damages occur to the **Artiste** or their equipment or property caused by the **Client**, their guests or other function or **Venue** staff, the **Client** accepts full responsibility, both legally and financially, including but not limited to the cost of replacement equipment, hire of interim replacement equipment, transport costs, medical expenses and legal costs.

Where equipment has been hired to the **Artiste** by Solar Entertainments for fulfilment of the contract, the **Artiste** assumes full responsibility for it until its safe return. The **Artiste** is therefore liable to pay Solar Entertainments for replacement or repair of any lost or damaged equipment. Therefore it is highly recommended that the **Artiste** insures the hired equipment.

17: Use of Deputy Artistes

A **Deputy Artiste** means a person or persons who stand in for one or more **Artistes** should the original **Artiste** be unable to perform due to illness or accident.

The **Artiste** will perform in person as agreed in the contract and will not invite guests to accompany them unless otherwise agreed with both Solar Entertainments and the **Client** in advance, or in cases of emergency.

The **Artiste** agrees that if, due to illness or accident, they are unable to fulfill the contract and a suitable **Deputy Artiste** is available and this **Deputy Artiste** satisfies the conditions of competence below, the **Artiste** will use the services of this **Deputy Artiste** rather than cancel the booking under the terms of Force Majeure (see clause 22).

The **Artiste** agrees that any **Deputy Artistes** will be of the same standard and professional competence as the **Artiste** being replaced and that they will represent the **Artiste** to the same high standard that is known to Solar Entertainments and expected by the **Client**.

There will be no reduction in the **Artiste's** fee if a **Deputy Artiste** is used, although, if in advance of the event the **Client** has expressed they are not happy having a **Deputy Artiste** attend their event then the **Client** has the right to cancel the booking without penalty and the **Artiste** will be liable for the cancellation under the terms of Clause 19 unless 'Force Majeure' may be applied.

A **Deputy Artiste** may not be used to replace an **Artiste** whose individual name is used to promote the **Artiste**.

18: Contractual Disputes

Any contractual disputes must be notified in writing at least 14 days in advance of the event date.

19) Contract Cancellations

Cancellation by the 'Client':-

Cancellation by the **Client** is not allowed for any reason except circumstances covered by 'force majeure' (see clause 22). In the event that the **Client** cancels the booking, the **Client** agrees to inform Solar Entertainments immediately and subsequently in writing. Solar Entertainments agrees to inform the **Artiste** of the cancellation immediately and subsequently in writing. If the **Client** fails to inform Solar Entertainments regarding a cancelled event, then the **Client** will be liable to pay the full outstanding fees.

Cancellation by the **Client** at least 21 days in advance of the event date will only forfeit any booking deposit paid. Cancellation by the **Client** with less than 21 days notice before the event date will result in the following fees becoming payable by the **Client** within 7 working days:-

- within 21 days of the event date, 50% of the outstanding fees will be payable
- within 7 days of the event date, 75% of the outstanding fees will be payable
- within 24 hours of the event, 100% of the outstanding fees will be payable

In all cases, booking deposits are non-refundable as they cover event booking and administration costs.

Cancellation by the 'Artiste':-

Cancellation by the **Artiste** is not allowed for any reason except circumstances covered by 'force majeure' (see clause 22). In the unlikely event that the **Artiste** cancels the booking, the **Artiste** agrees to inform Solar Entertainments immediately and subsequently in writing. Solar Entertainments agrees to inform the **Client** of the cancellation immediately and make all reasonable attempts to find a suitable replacement **Artiste** of similar standard and style at no extra cost to the **Client**.

Should a suitable replacement not be found, Solar Entertainments agrees to refund the **Client** any booking deposit paid plus any other fees already paid in advance.

Should the **Artiste** cancel the booking under circumstances not covered by Force Majeure (see clause 22), or the **Artiste** fails to notify Solar Entertainments of their inability to fulfil the contract, then the **Client** may pursue damages from the **Artiste** up to a maximum liability of the **Artiste's** fee. The **Artiste** also agrees to pay Solar Entertainments an administration fee equal to the commission due on the booking (previously referred to as the 'deposit') and this must be paid within 7 working days. The **Artiste** also agrees to refund the **Client** any difference between the original booking fee and the fee charged by any replacement **Artiste** arranged for the **Client** by Solar Entertainments and this must be paid within 7 working days.

If a replacement **Artiste** is required at the last minute and the **Client** is not happy to accept the replacement **Artiste**, they must not allow the replacement **Artiste** to perform, otherwise the **Artiste's** full fee will be due.

20: Late Payments

Failure by **Client** or **Artiste** to pay any outstanding fees as per these terms will result in interest being charged on overdue amounts at 8% above the Bank Of England's reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Payments overdue by more than 3 months will be passed to a debt collection agency with the debtor (**Client** or **Artiste**) fully responsible for payment of any additional fees incurred.

21: Limitation of Liability

The booking contract is negotiated by Solar Entertainments between the '**Client**' and '**Artiste**' named on the contract. In this respect, Solar Entertainments acts as an agency and is not responsible for non-fulfilment of bookings or non-payment of fees, though every reasonable safeguard is assured, and does not warrant the quality of performance by the **Artiste**.

In the event of non-fulfilment of this booking contract, the level of liability of Solar Entertainments to the **Client** is limited to a maximum of the fee stated on the contract paid to Solar Entertainments by the **Client**.

All parties acknowledge that Solar Entertainments will be under no liability to either party as a result of any breach of this agreement or claim by the other party. Solar Entertainments have no liability to the **Client** for any loss, damage, costs, expenses or any other claims including loss of profit or any indirect special or consequential losses which arise out of or in connection with the provisions of the contract or any representation of Solar Entertainments except in respect of death or personal injury caused by the negligence of Solar Entertainments.

22: Force Majeure

In cases of Force Majeure (which shall be known as war, fire, death, illness or other incapacity 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, act of God), which are not attributable to any act or failure to take preventative action by the **Artiste** or **Client**, then the **Artiste** or **Client** may cancel this booking without penalty other than loss of any deposit paid. Appropriate proof of any claims of Force Majeure may be sought.

23: General

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

The contract and these terms and conditions shall be governed by English and Welsh law and the parties herein submit to the jurisdiction of the English and Welsh courts.