

## Booking Terms and Conditions

"the Contract" - the booking confirmation and these terms and conditions

"the Client" - the client stated

"the Artiste" - Mikey Powell

"the Venue" - the performance venue stated

"the Engagement" - the performance engagement stated

### 1. Authorisation

1.1 This Contract represents written confirmation of a prior verbal agreement and no signatures are required to bring it into force.

1.2 If any term of this Contract is held by any competent authority to be invalid or unenforceable, the remainder of its terms shall still remain in force.

### 2. Your Right To Cancel Within 7 Days

2.1 Immediately upon receipt of the Contract, each party must read the terms and conditions contained herein. If either party does not want to be bound by the terms and conditions of the Contract or has any doubts whatsoever, s/he must notify the other party in writing within 7 days from the date of issue to request that the Contract be revoked.

2.2 The Contract cannot be rescinded when it has been verbally agreed by all parties within the 14 day period prior to the date of the Engagement.

### 3. Terms of Engagement

3.1 The Contract may be subject to a 'rider' containing the Artiste's technical requirements, food, travel and accommodation needs. The rider will be agreed in advance and will form an integral part of the Contract.

### 4. Payment of Deposit and Artiste Fee

4.1 If the deposit has not been received within 14 days, the Artiste may terminate the Contract without penalty. Additionally, the Client remains liable for cancellation fees as outlined in Clause 8 below.

4.2 Unless otherwise specified, the Artiste's fee should be paid directly to the Artiste on the day of the Engagement prior to the performance.

4.3 When paid on the day of the Engagement, the Artiste's fee may be paid in cash or, at the Artiste's discretion and subject to prior written agreement, a cheque. The Artiste must provide an invoice if requested by the Client.

### 5. Client Responsibilities

5.1 The Client must ensure that the Venue is able to provide a safe and appropriate working environment for the Artiste. A suitable performance area must be provided and any potential Health and Safety issues should be disclosed to the Artiste prior to the confirmation of any booking.

5.2 Unless otherwise agreed, the Client must provide an electrical supply meeting or exceeding British Standards within five metres of the performance area, where electrical equipment is to be used as part of a performance.

5.3 The Venue must be capable of accommodating the Artiste's performance in all respects, including possessing appropriate licenses and without the presence of inhibiting noise limiters. If non-performance arises as a result of the Venue's restrictions, the Client will be liable for cancellation fees as detailed below.

5.4 Where the Artiste is expected to wear stage clothing or costumes, the hirer must provide suitable dressing room facilities, toilets are not acceptable.

5.5 The Client is responsible for providing adequate supervision and/or security at all times. In the event of unruly or threatening behaviour from any individual, the Artiste is entitled to cease the performance and still be paid in full.

### 6. Artiste Responsibilities

6.1 The Artiste will perform for the Client to their highest standard and in the manner in which they have represented themselves to the Client via their promotional material.

6.2 Unless specifically agreed prior to the confirmation of any booking, the Artiste should provide all relevant equipment to carry out their performance.

6.3 The Artiste is required to hold valid Public Liability Insurance covering the Engagement date and hold current electrical safety (PAT) testing documentation where applicable.

6.4 The Artiste offers an assurance that they will conduct themselves in a responsible and professional manner at all times, with due regard to Venue rules, regulations and Health and Safety requirements.

### 7. Failure To Perform

7.1 The Client shall not be required to pay the Artiste for any engagement where the Artiste is unable to perform by reason of any cause beyond the Client's control ("Force Majeure") such as National Mourning, War, Fire, Acts of Terrorism, Strikes or Lock-Outs directly affecting the venue, or the by Order of the Licensing or any Public Authority having jurisdiction. In any such event, notice must be given to the Artiste immediately, failing which the Client must pay reasonable expenses.

7.2 In the event of the Artiste's illness the following provisions shall prevail. The word "illness" shall mean and include any bodily or mental infirmity.

7.3 If the Artiste is unable to perform through illness, the Artiste shall notify the Client immediately and shall send a medical certificate to the Client within 7 days setting forth the nature of the illness.

The Artiste shall, if required by the Client, submit to examination by a fully qualified medical practitioner nominated by the Client, with the costs of such an examination being borne by the Client.

### 8. Cancellation

8.1 Cancellation by either party is not permitted except where Clause 7 above applies or where the Client and Artiste mutually agree to cancel the Contract and confirm this in writing.

8.2 Should the Artiste request cancellation of the Contract, the Artiste will inform the Client without delay.

8.3 Should the Client request cancellation of the Contract, the Client will inform the Artiste without delay and will be subject to the following conditions:

- (a) written notification is received by the Artiste not later than 56 days prior to the performance, with no Artiste's fee payable, or
- (b) written notification is received by the Artiste between 56 and 29 days prior to the performance with 50% of the Artiste's fee paid, or
- (c) written notification is received by the Artiste less than 28 days prior to the performance with 100% of the Artiste's fee paid, less reasonable travelling expenses.

8.4 The cancellation fees detailed above are payable to the Artiste within 14 days of cancellation.

8.5 Provided that the Client pays to the Artiste his full fee detailed in the Contract, the Client may, without giving any reason, prohibit the whole or part of the Artiste's performance or exclude the Artiste from any or all performances, as he sees fit.

### 9. Governing Law and Jurisdiction

9.1 This agreement and any dispute or claim arising out of or in connection with it shall be governed by the Law of England and Wales.

9.2 The parties irrevocably agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim or other matter that arises out of or in connection with this agreement.