

Tailored Entertainment • Unit C6 • Premier Business Centre • Speedfields Park • Newgate Lane • Fareham • Hampshire • PO14 1TY
Telephone 0800 564 2240 • Email info@tailored-entertainment.com

Issued by: Emma Holmes

Issue Date: 17/08/2021

BOOKING DETAILS

Artist: Live Karaoke Band

Client: Michelle Van-Rooyen, Poundland

CLIENT DETAILS

Address: Poundland
Midland Road
Walsall
WS1 3TX

Telephone: Work: 0121 526 8209

Email: Michelle.Van-Rooyen@poundland.co.uk

EVENT DETAILS

Event Date: 03/12/2021

Type: Christmas Party

Address: Macdonald Burlington Hotel
Burlington Arcade
126 New St
Birmingham
B2 4JQ

PAYMENT DETAILS

TOTAL FEE: £2,280.00 + VAT

DEPOSIT: £327.60 inc VAT

Payable to 'Tailored Entertainment' within 7 days of contract date.

BALANCE: £2,408.40 inc VAT

Payment due as bank transfer no later than 7 days in advance of the event date.

TIMES

Arrival Time: 17:00 (earliest arrival)

Set-Up By: 18:30 (TBC)

Start Time: 19:00 (TBC)

Curfew: 00:00 (latest curfew)

PERFORMANCE

No of Sets: 2

Duration of Sets: 2 x 60 or 3 x 40 minute live sets

To be performed as agreed with 'Client'

ADDITIONAL INFORMATION

5-piece (female vocalist/host, guitar, bass, keyboard and drums)

'Artist' to be self-contained with PA, lighting and pre-mixed disco before and after live sets.

Please note that the 'Artist' will require a minimum of 90 minutes to load in and sound check.

'Client' to ensure that the venue has a suitable changing area (the area should be lockable and include chairs for the entire party and a safe source of power), performance space (The Live Karaoke Band works best with a stage space of 4m x 8m, but as a minimum the stage space should be 3m x 5m) and electrical supply (2 x 13 amp sockets) for 'Artist'.

'Artist' representative to contact 'Client' no later than 4 weeks before the event to confirm booking details and address any specific requirements.

'Artist' to provide 'Client' with emergency contact number for the day of the event.

This booking is subject to Tailored Entertainment's terms and conditions

ARTIST RIDER

Hot meal and soft drinks for the band members or £15pp food/drink rider buyout. (there is one member with a shellfish allergy).

'Artist' parking costs to be covered by 'Client'

AGREEMENT

I, the undersigned, acknowledge that I have read the above booking contract and agree that it will be adhered to in all detail.

Name

Name

Date

Date

Signature

Signature

For and on behalf of 'Client'

For and on behalf of 'Artist'

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Terms & Conditions

Clause 1: Definitions

"Agent" means Tailored Entertainment Limited, 203 West Street, Fareham, Hampshire, PO16 0EN (Company Number: 7810054), who acts as negotiator between the Client and Artist as a booking agent. The Agent acts as an employment agency and is not a party to the resulting "Booking Contract" itself. Therefore, the Agent does not accept responsibility for non-fulfilment or breach of any such Booking Contract.

"Artist" means a solo individual Artist/performer or a band and all members of the act and their party.

"Booking Contract" means the contract between the Artist and the Client for the Artist to perform at a certain time, day and place.

"Client" means the person or company that wishes to hire the Artist via the Agent to perform at their Event.

"Event" means the event that the Artist is booked to perform via the Client.

Clause 2: The Booking Process

A) A Client will approach the Agent to book an Artist. The Agent will then make the necessary arrangements. Once a booking has been confirmed with the Client and Artist whether verbally or in writing (email to suffice) both parties will be subject to a legally binding contract consisting of the Booking Contract and these Terms and Conditions herein. For the avoidance of doubt non-return or non-completion of the Booking Contract from any party does not invalidate or terminate the Booking Contract.

B) Once the booking has been confirmed between the Client and the Artist either verbally or in writing (email to suffice), the Agent issues the Client a Booking Contract for signature. This should be checked, signed and returned to the Agent within 7 days of receipt by the Client. Once signed by the Client, the Artist will then be issued the partial signed Booking Contract and he/she should also check, sign and return it within 7 days upon receipt. Upon receipt of the signed Booking Contract by Agent both the Artist and Client will receive signed copies.

C) The Booking Contract may be modified with agreement from all parties concerned. However, alterations should be notified to the Agent who will continue to act as negotiator in advance of the Event. Where necessary the Booking Contract may be amended and reissued to all parties.

Clause 3: Payment of Booking Fees

A) The booking is secured by paying the booking deposit. Payment of the booking deposit is due within 7 days of issue of the invoice, unless otherwise specified in the Booking Contract. Either the remaining booking payment is made to the Artist 7 days prior to the Event; or the remaining booking payment balance should be paid to the Artist on the day of the Event before the Artist's performance commences.

B) Alternatively, the Client can pay the balance of the booking fees to the Agent no later than 7 days prior to the Event. The Agent will make the payment to the Artist on the first working day after the Event.

C) If a payment due to the Artist has not been received by either the Artist or Agent in the specified time above, the Artist or Agent may terminate the Booking Contract without penalty. Additionally, the Client remains liable for cancellation fees as outlined in Clause 7 below.

D) If the booking deposit has not been received within the allotted time 7 days after issue of the Booking Contract and/or invoice this is perceived as a material breach of contract and releases the Artist and the Agent from any liability and contractual ties. However, the Client will still be accountable to cancellation fees as specified in Clause 7 and also remain liable for the booking deposit.

E) If any payment due to Artist has not been paid within 14 days after the Event, the amount may be sought via legal processes or referred to a debt recovery agency by the Artist or Agent.

F) Unless previously agreed, the Agent is not responsible for the collection of booking fees due to the Artist.

Clause 4: Client's Responsibilities

A) The Client must ensure that the performance venue is able to provide a safe source of power, a safe performance area, and that they can accommodate the performance of the Artist by possessing appropriate music and entertainment licenses and no inhibiting noise limiters. For the avoidance of doubt if non-performance or a below par performance by the Artist is due to venue restrictions, the Client will still be liable for the total booking payment fees.

B) The Client should ensure these requirements are investigated prior to the confirmation of any booking with Agent and any relevant information disclosed to the Agent.

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C) Furthermore, it is also the responsibility of the Client to ensure that the Artist is provided with free parking facilities at the performance venue for all vehicles associated with the Artist's performance. Should no free parking be available the Client is liable for any parking charges incurred and payment will be made to the Artist on the day of the Event.

D) It is also the Client's duty to ensure that the Artist is provided with adequate refreshments throughout their stay at the performance venue. The minimum requirement that must be made available to the Artist is a free unlimited supply of mineral water and soft drinks and a hot meal or buffet for all members of the act and their party.

E) The Client must also ensure that there is a safe, secure area for the Artist to change in and store equipment and / or instrument cases. The area should be lockable and include chairs for the entire party and a safe source of power.

F) Unless given express permission, Artist equipment and instruments are not available for use by any other persons before, during or after the Event.

G) If an Artist is subjected to aggressive or abusive behaviour and the Client does not remove the perpetrator the Artist shall be allowed to terminate their performance immediately without penalty. The Client will still be liable for the total booking fees.

H) The required elements within this Clause 4 must be provided by the Client at their own expense and if not supplied may be considered a breach of contract. Provisions outlined in Clause 4 are negotiable between the Client and Artist via the Agent, but any modifications should be written into the Booking Contract specifically.

Clause 5: Artist's Responsibilities

A) The Artist will perform for the Client at the best of their ability at the Event.

B) Unless specifically outlined in the Booking Contract, the Artist should provide the relevant equipment in order to carry out the performance at the Event. The Artist is responsible for the good working order and safety of their own equipment. All the Artist's equipment will be PAT tested annually. In addition, the Artist shall have Public Liability Insurance (to a minimum of £5,000,000 cover). The Artist is fully responsible for these matters. The fee outlined in the Booking Contract and provided to the Agent by the Artist is fully inclusive and not subject to change. In addition, the Artist is not employed by the Agent and is therefore responsible for their own accounting, tax and legal contributions.

C) The Artist shall not drink alcohol excessively before, during or after their performance at the Event. In addition, the Artist will not use illegal drugs on the day of the Event or at the venue itself in any capacity. The Artist should be aptly attired for their performance in line with agreements made with the Client prior to the Event, and they should remain courteous with the Client, guests and employees of the venue. The Artist will not act in any manner that is deemed damaging to the reputation of themselves, the Agent or the Client.

D) The Artist must contact the Client directly before the Event in accordance with the time-frame detailed in the Booking Contract. This contact should be used to re-confirm the details in the Booking Contract and finalise details such as parking, dress code, refreshments, payment and invoice matters.

E) It is the responsibility of the Artist to ensure that upon signing the Booking Contract they are under no obligation to another party in a manner that may interfere with this performance at the Event.

Clause 6: Complaints

A) In the event of a dispute or complaint from either party, the issue must be put in writing (email to suffice) and forwarded to the Agent within 28 days after the Event. The Agent will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved, or an agreement reached, then the Client and Artist should seek legal advice. The Agent is not responsible for the Client or Artist and their failures but will attempt to settle all disputes swiftly and satisfactorily. Complaints arising from arrangements made between the Client and the Artist, but without consultation of the Agent, are the sole responsibility and liability of the Artist and Client and should be settled between the Client and the Artist exclusively.

Clause 7: Cancellations

A) Cancellation by either party is not allowed except where Clause 10 applies or where the Client and Artist mutually agree to cancel the booking (evidence must be provided in writing (email to suffice) by both parties to the Agent). In either event forfeiture of the booking deposit will result.

B) Both parties agree that in the event of a cancellation the Agent must be informed immediately.

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C) Where an Artist cancels, the Agent will inform the Client as soon as possible and begin the process of sourcing a suitable alternative Artist. This work is undertaken at no additional cost to the Client. Whilst rare, on occasion an alternate Artist may not be available. In this instance the Agent will refund the booking deposit payment made by the Client. The Agent will make the refund to Client within 30 days of agreeing to refund the monies. Where time allows and the Client has agreed on an alternate Artist, the Booking Contract shall be re-issued to reflect this. Where time does not allow (for example, on the day of the Event itself) and the Client is not prepared to accept the substitute Artist, then a refund of the booking deposit will be made to the Client. The Agent will make the refund to Client within 30 days of agreeing to refund the monies.

D) If the Artist has cancelled for reasons not covered in Clause 10, the Client may pursue legal action against the Artist. In this instance, the Artist must also pay the Agent the equivalent of the Clients' booking deposit within 7 days as penalty fee. Additionally, the Artist must also reimburse the Client for cost differences between the fee for their performance and any substitute artist arranged by the Agent or Client.

E) Where the Client has cancelled the booking for reasons other than those outlined in Clause 10 below, cancellation fees shall apply and are based on the following:

- Where cancellation occurs but it is 90 days or more from the Event then 50% of the total remaining booking fee is due to the Artist.
- Where cancellation occurs within 89 days and up to 61 days of the Event then 75% of the total remaining booking fee will be due to the Artist.
- Where cancellation occurs within 60 days or less of the Event, then 100% of the total remaining booking fee will be due to the Artist.

All Client cancellation fees must be paid directly to the Artist or Agent within 14 days of invoice.

F) Where cancellation fees are not paid within 14 days of invoice the Artist and/or the Agent may take legal action and may refer the amount to a debt recovery company. If referred to a debt collection company, the outstanding balance will be subject to the recovery company's charges. These charges together with all other charges and legal fees will be the responsibility of the defaulting party and will be legally enforceable.

Clause 8: Performance Schedule Changes

A) 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 in writing (email to suffice).

B) If an 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.

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

D) If an 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 do so.

Clause 9: Use of Alternative Performers

A) On occasion, Artist band line-ups may be subject to change and this may occur without notice unless the Artist band is of significant celebrity.

B) Where applicable, wherever possible the Artist should utilise the band line-up as represented to the Agent and Client, unless the need arises to substitute a performer due to unforeseen circumstances. The Artist will have substitute known as a Deputy or 'Dep' performers on-call to cover all eventualities and reserves the right to use one or more Deps should the need arise. The Artist agrees that any 'Dep' performers utilised will have equivalent ability and represent the Artist to the customary manner in which the Artist has portrayed themselves to the Agent and Client.

C) If a suitable 'Dep' performer is available, the Artist will utilise them rather than cancel the booking. A reduction or increase in the booking fee for the use of a 'Dep' performer is not applicable and neither does it constitute grounds for cancellation unless the artist being replaced is of significant celebrity.

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Clause 10: Force Majeure

A) No party shall be liable for any failure to perform its obligations where such failure is as a result of a Force Majeure such as “Acts of God” (including but not limited to; 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, or order of Government or Local Authority

B) 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 in Clause 7 shall be waived.

Clause 11: Restrictions

A) A condition of these Terms and Conditions is that the Client may not approach the Artist directly for a period of 12 months from the date of the Client’s Event unless via the Agent.

B) In addition whilst under contract the Artist agrees to refer all potential bookings, enquiries to the Agent. Where the Artist attempts to exclude or excludes the Agent from potential bookings, enquiries, they shall be in breach of contract, be removed from the Agents artist roster and remain liable for commission in full against any future bookings of the Artist.

Clause 12: Miscellaneous Provisions

A) Each party indemnifies the other party against any cost, (reasonable legal expenses), loss, damage or liability suffered as a consequence of any breach of its obligations under this Agreement or the enforcement of this Agreement.

B) This Agreement can only be amended, supplemented, replaced or novated by another agreement executed by the parties.

C) Agent and/or Artist shall be entitled to assign the benefit of this Agreement to any person firm or company provided that Agent and/or Artist shall remain primarily liable for their obligations. The Client may not assign or transfer this Agreement without written approval from both Agent and Artist.

D) Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

E) The relationship of the parties to this agreement does not form a joint venture, partnership, employment, trust or agency.

F) A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement, provided that this clause does not affect a right or remedy of a person which otherwise exists or is available.

G) No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.

H) Each party must do anything reasonably necessary (including executing agreements and documents) to give full effect to this Agreement.

I) Each party must pay its own legal expenses incurred in negotiating and executing of this Agreement.

J) If this Agreement is inconsistent with any other preceding document or agreement between the parties, this Agreement prevails to the extent of the inconsistency. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof.

K) This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

L) Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

M) This Agreement is governed by the laws of England & Wales. Each of the parties hereby submits to the exclusive jurisdiction of courts with jurisdiction in England.

Signature: M Van-Rooyen
M Van-Rooyen (Aug 18, 2021 08:08 GMT+1)

Email: michelle.van-rooyen@poundland.co.uk

Signature: Alistair Martin
Alistair Martin (Aug 18, 2021 08:30 GMT+1)

Email: ali@alimartin.com









031221 Contract Live Karaoke Band (5-piece) TE-11467

Final Audit Report

2021-08-18

Created:	2021-08-17
By:	Tailored Entertainment (info@tailored-entertainment.com)
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