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1 PRICES AND OPTIONS

Prices for booking live music vary considerably. All of our packages are tailored to fit with the exact specifications of your event. As every event is different, there will be a variety of components to take into account in order to arrive at an exact price to hire a live band.

As each event is unique we cannot quote an exact price on this website but we are more than happy to give you a specific no-obligation quote if you contact us with your event details and requirements for your live music booking. We guarantee that our prices will be extremely competitive.

The overall cost will depend on the following factors:

1.1 Number of musicians required

We have many size options for all of our bands. In general the more musicians you need the higher the price will be.

1.2 Distance travelled

The majority of our musicians are based in Bath and Bristol but we have and can travel all over the UK for use on events further afield. We can provide a live music package no matter where your event is located, but in general the price will be higher the further from the west country our musicians need to travel.

1.3 Total amount of music required for the event

Our standard packages usually contain 110 minutes of live music unless requested otherwise. The price may vary if the musicians are required to provide more/less live music than stated in the standard package.

1.4 Total time spent at the venue

Our standard packages usually contain a performance window of 4 hours unless requested otherwise. The price may vary if the musicians are required to spend more/less time at the venue than stated in the standard package.

1.5 Notice Period

Occasionally discounts can be given if your booking is confirmed within a few weeks of the event date. This cannot be guaranteed but it is always worth asking!!!

2 STANDARD TERMS & CONDITIONS

Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING will be subject to a legally binding contract carrying the following non-negotiable terms and conditions of booking. The completion of the written contract is therefore to

confirm the details of this engagement, not to secure the engagement. The non-return or non-completion of the contract does not, therefore, terminate the original agreement. By signing the contract, both the 'engager' and 'leader' agree to be bound by all of its contents.

2.1 Definitions

All definitions refer to both the entertainment contract and this terms & conditions document. An agreement was made on the date shown in 'the agreement' between 'the engager' of the one part and 'the leader' of the other part. The 'engager' engages the 'leader' to provide the combination of musicians ('the band') outlined in 'the performance', appearing as '.....' to perform for the event outlined in 'the event' on the date(s) specified in 'the performance' and at the fee(s) specified in 'the fees'.

2.2 The Booking Process

Both the 'engager' and the 'leader' agree that their verbal, electronic or written confirmation of this booking will confirm their acceptance of these terms and conditions. The 'leader' will send a copy of the contract to the 'engager' once the booking has been confirmed between the 'engager' and the 'leader'. Two copies must be signed by the 'engager' and returned along with the booking deposit (non-refundable) to the 'leader' immediately, to arrive no later than 7 days after issue. Upon receiving the signed contracts and deposit from the 'engager', the 'leader' will sign both copies of the contract and return one copy to the 'engager'. Both the 'engager' and the 'leader' will keep one copy of the contract for their personal records.

2.3 Changes to the contract

This agreement may not be modified or cancelled except by mutual consent in writing and signed by both parties. Any such modification or cancellation shall not prejudice the right to payment of the musicians engaged by the leader.

2.4 Payment of fees

The agreed booking deposit outlined on the contract (non-refundable) and signed contracts are due strictly within 7 days of issue. A further deposit (non-refundable) may be agreed in some cases and will be due no later than 28 days prior to the event date. The outstanding balance is payable to the 'leader' (or other person nominated by the 'leader') at least 1 week prior to the event in all cases. All payments are payable in cash, building society counter cheque or bank transfer (BACS). Personal cheques can only be accepted if received at least 5 working days prior to the payment due date.

2.5 Expenses

All quotes for performance by the 'leader' will be inclusive of travel expenses, PA system hire, basic band lighting hire and interval music services unless otherwise specified.

If any additional expenses will be incurred (such as rehearsal time for specially requested tunes,) other than those originally agreed then these additional expenses should be mutually agreed in writing before the date of performance, and the total fee altered accordingly.

2.6 Late payment of deposits

Failure by the 'engager' to pay the booking deposit within 7 days of issue of written contract may jeopardise the booking.

If the deposit has not been received within 7 days of issue of written contract and the 'engager' has not arranged an alternative payment schedule, the 'leader' reserves the right to re-engage the band on other engagements. The 'leader' will inform the 'engager' of this intention. The 'engager' will still be bound by cancellation clauses in section 11 of these terms and conditions.

2.7 Late payment of balance

Failure by the 'engager' to pay the 'leader' within the terms agreed on the contract will result in an automatic late payment administration fee being charged to the 'engager', payable to the 'leader' within 14 days of the date of performance. Where the outstanding balance has not been paid within 14 days, this amount may be sought via legal process or referred to a recovery company and interest will be added to the outstanding balance at the appropriate rate.

2.8 Changes on the day

Where possible, changes to the contract schedule which are unavoidable on the day of the event should be agreed between the 'engager' and the 'leader' (or spokesperson nominated by the 'leader' if the 'leader' is not present) prior to performance.

Any changes made should be confirmed in writing and witnessed by a 3rd party. Any changes will be subject to these terms and conditions. If changes negotiated between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event are agreed to incur additional costs to the 'engager', these costs will be paid in full on the date of the event in addition to the outstanding balance.

2.8.1 Performance schedule changes

In the event of a delay in performance start time, due to the 'engager' or venue, the band may need to change the length of their performance in order to fit with the new schedule. If the total performance length (contracted performance time plus a minimum of 30 minutes for any break) would then take the finish time more than 15 minutes past the contracted finish time, then the 'leader' has the right to reduce performance time to finish at the contracted time. The 'leader' (or nominated spokesperson if the 'leader' is not present) and 'engager' should negotiate this possibility if it occurs, but the band has no obligation to perform past their contracted finish time if the venue or 'engager' caused the delay. If the finish time is mutually agreed to be later than contracted, a late finish fee will be charged (section 8.2). If, due to the late running or alterations of the event schedule, the band is not able to perform their full contracted performance time, there will be no reduction in the fee due.

2.8.2 Late finish fees

If the event runs late and the band is asked to finish later than the agreed finish time in the booking contract, the standard 'late finish' fee will be charged unless otherwise agreed between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event. The 'late finish' fee is outlined on the '*Prices & Options*' document which forms an integral part of this contract. If a late finish is mutually agreed, it is the responsibility of the 'engager' to ensure that the venue has a licence suitable for the performance of the band after the contracted finish time. The 'leader' (or nominated spokesperson if the 'leader' is not present) has the right to refuse to finish later than the contracted time without penalty.

2.8.3 Extended performance fees

If the event schedule is changed on the day and the 'band' is requested to perform for longer than the performance time agreed in the entertainment contract (i.e. extend a 45 minute set to a 60 minute set), the standard 'extended performance' fee will be charged unless otherwise agreed between the 'engager' and the 'leader' (or nominated spokesperson if the 'leader' is not present) on the day of the event. The 'extended performance' fee is outlined on the 'Prices & Options' document which forms an integral part of this contract. The 'leader' (or nominated spokesperson if the 'leader' is not present) has the right to refuse to extend their performance times without penalty.

2.9 'Band' requirements

Please refer to the separate '*band requirements*' document for all necessary information. This 'band requirements' document forms an integral part of this contract and any deviation from these requirements may be considered breach of contract.

2.10 Early set-up

Usual set-up requirement for the 'band' at an event is 90 minutes prior to the event start time (i.e. 18:30 arrival for a 20:00 start), and this time will be used to set-up equipment, sound check and change into performance outfits. If the 'band' is required to be set up earlier than the contracted start time, possibly due to venue limitations or logistical issues, an additional early setup fee will be charged as this can add significant additional time onto the 'band's' working day. The 'early setup' fee is outlined on the '*Prices & Options*' document which forms an integral part of this contract. A full sound check can only take place once the whole band is present. If only a portion of the band are present for early set up then 30 minutes will be needed to sound check prior to the performance once the whole band is present. If the early set-up request is received after the contract has been completed and signed, there is no guarantee that the 'band' will be able to accommodate the request. If the 'band' is able to accommodate the request, the additional fee will be paid on the day of the event along with the balance outstanding.

2.11 Cancellation by the 'engager':

This cancellation procedure applies to any confirmed booking whether confirmed verbally, electronically (i.e. email) or in writing. Non-signature of this contract is not sufficient to cancel this agreement. Any cancellation by the 'engager' or the 'leader' must be notified to the other party in writing. Please refer to section 3 (Changes to the contract) of these terms and conditions,

outlining that any changes to the contract must be mutually agreed in writing. All deposits are non-refundable. In the event that the 'engager' wishes to cancel the booking, the 'engager' agrees to inform the 'leader' immediately. A cancellation fee will be due in all cases, payable by the 'engager' to the 'leader' within 7 days of notice. The date of cancellation will determine the amount of cancellation fee due. Notice of cancellation received more than 60 days prior to the event will incur a cancellation fee of 50% of the total contracted fee. Notice of cancellation between 30 to 90 days prior to the event will incur a cancellation fee of 75% of the total contracted fee. Notice of cancellation within 14 days of the event will incur a cancellation fee of 100% of the total contracted fee.

2.12 Use of alternative ('dep' or 'deputy') musicians

The 'leader' will perform using the instrumentation of the 'band' as advertised to the 'engager' unless the need arises to use an alternative ('dep') musician, due to unforeseen circumstances. The 'leader' will have 'dep' musicians on call to cover all eventualities, and reserves the right to use one or more of these if the need arises. There will be no reduction in the contracted fee if a 'dep' musician is used, and the use of one or more 'dep' musicians does not constitute grounds for cancellation. The 'leader', unless explicitly stated, may not be present at the contracted performance.

2.13 Force Majeure

In the case of any situation arising on or before the event date which renders the agreement impossible to fulfil, which is not attributable to any act or failure to take preventive action by the 'leader' or 'engager', then the 'leader' or 'engager' may cancel the performance without penalty other than loss of any deposit already paid.

2.14 Complaints

In the event of a dispute or complaint from either party, the issue must be put in writing within 30 days. Third party statements should be obtained where possible to back up any claim. If the matter cannot be resolved or an agreement reached, then both parties should seek legal advice. Payment must not be withheld from the 'leader' as late payment fees may be applicable.

3 BAND REQUIREMENTS

These requirements (or 'rider') form an integral part of all contracts. Any non-fulfilment of these requirements may be considered breach of contract unless previously agreed otherwise. If there are any problems with any of the terms below please contact us to discuss. It is possible that we can arrange alternative options in some cases if required.

3.1 Electrical

A minimum of 3 (three) separate 13A sockets (not one socket with an extension lead) on the same phase. This supply must be able to cope with up to 8KW of power usage.

3.2 Performance Area

A safe performance area is required with a MINIMUM depth of 12 feet and a MINIMUM width of 16 feet for the 5-piece band. Larger bands may require more space. The band may be able to perform without raised staging if necessary but this needs to be mutually agreed before the booking is confirmed.

3.3 Parking

Our musicians will need to park as close to the performance area as possible in order to unload equipment. Close access to the stage for unloading will make load in time much quicker. If the band has to carry equipment for a significant distance in order to access the stage area then this will significantly increase load in time required. Since our musicians are based in different locations it should be assumed that each member of the band may require a parking space. In practice however, some musicians will share transport.

3.4 Back Stage

A lockable and heated room is required for sole use of the band. This will be to change in, eat any food provided, leave bags/cases and leave valuable belongings whilst performing. This room should also have a table and enough chairs for the whole band plus sound engineer. Our insurance will not cover theft from an unlocked room.

3.5 Refreshments

Due to the amount of time spent travelling, setting up and performing, a hot meal is required for each band member (plus possibly 1 sound engineer in some cases). There may also be at least one vegetarian, depending on line-up chosen. Food should ideally be provided before the performance, but can be provided during an interval if 45 minutes or more is allocated. Soft drinks and water should also be made available throughout the evening at no cost to the band. If providing food at the event will prove to be expensive or problematic, then a food surcharge can be added to the fee for the band to source their own food from a local provider (please ask for surcharge details if you wish to choose this option). An evening buffet will suffice if the amount of food available to the band is equivalent to a full meal rather than simply a snack. For performances much shorter than the standard package, with a location local to the band, food may not be required.

3.6 Logistics

For full set up of PA system, lighting and band equipment, 90 minutes is required in order to set up and perform a sound check. This time may increase if the loading access is not adequate. If PA system and lighting is provided at the event then the musicians will only require 45 minutes in which to set up the remaining equipment and perform a sound check. Time should also be allowed for the band to eat their meal prior to the performance if possible, otherwise a minimum of 45 minutes should be allocated during the first interval. A minimum of 30 minutes break is also needed between each set.

3.7 Safety

It is the responsibility of the engager to provide appropriate supervision of their guests. The engager agrees to make sure that no unauthorised person will touch any of the band's instruments, sound or lighting equipment at any time before, during or after the performance. Should any of the band's instruments or equipment be damaged by a guest at the event the bill for repair will be the responsibility of the engager. This applies even if the engager is not present at the time of damage. In those cases where the band has agreed for the engager to use a microphone for announcements or speeches, the engager will take full responsibility for any damage caused to this equipment during that period.

3.8 Venue Constraints

Please check with your venue to make sure there are no sound/decibel meters present. This may hinder the performance from the band, and depending on the type of sound meter present can also cause damage to equipment. It is possible that we will not be able to accept a booking where sound meters are monitoring the volume of the performance. Some venues also have constraints on the use of amplified equipment in certain areas, so please check with your venue before confirming your booking. Please also ensure that your venue has the appropriate licence for a live musical performance of this type. If problems arise with the venue that cannot be resolved, and a performance from the band is then deemed impossible, the standard cancellation procedures will need to be followed if a booking has already been confirmed. If in doubt, please ask.



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4 BOOKING FORM

Engager:~.....

Standard Booking Confirmation for contract of services.

An agreement made on theday of 20....
between.....
of (address).....
herein called the 'Engager' of the one part, and.....
of (address).....
(hereinafter called the 'Leader' of the other part.

1.The Engager engages the Leader to provide a combination of
musicians appearing as.....
to perform at venue/address.....
on the date(s) and the time(s) and the fee(s) listed below.

Date	Start	Finish	Fee
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2. It is agreed that the remainder of the inclusive fee for the engagement shall be paid in cash/cheque on the date of the performance.

3. Performance in addition to that specified in clause 1 above shall be subject to fees and conditions agreed by both parties.

4. It is agreed by both parties to this contract that the equipment and instruments performing for the engagement are not available for use by the other performers or persons except by specific permission of the musician.

5. It is the responsibility of the Engager to take all reasonable steps, by way of stipulation in booking/providing the venue for the engagement, to ensure a safe supply of electricity.

6. This agreement may not be modified or cancelled except by mutual consent, in writing and signed by both parties as previously stated.

Engager:~ signed.....
address.....

Leader:~ signed.....
address.....

Contract to be signed in duplicate, one copy to be retained by the Engager and one by the Leader.