

Date:

Ref No:

**TO:**

Name:

Email:

**This is an interactive PDF form - please fill out this form electronically on  
Adobe Reader 11\* (*Windows*) or Preview (*Mac*)**

\*ensure you have the latest version of Adobe Reader at <http://get.adobe.com/uk/reader/>

Client Name:

Client Address:

Daytime Telephone Number:

Mobile Phone Number:

Client email:

Name of Act(s):

Type of Event:

Date of Event:

Venue:

Total fee:

# booking contract

20% deposit due:

Please include any other notes and comments here:

## The Important Legal Jargon

This contract stipulates a formal agreement between Actual Music and the client, where the client is the individual or organisation responsible for payment of the agreed act at the agreed date and venue. This contract is binding by both parties. This contract occurs in conjunction with Actual Music's full terms and conditions and Actual Music's agency agreement.

### Payment Details

The fee for the Group's services for the Event is listed below (the "Fee"). The Fee is payable as follows:

a) A deposit of twenty percent (20%) of the Fee (the "Deposit") shall be payable by you to Actual Music within four (4) days of your signature of this Agreement. Payment of the Deposit may be made by BACS transfer to Actual Music's bank account, or by credit/debit card, or by cheque or by cash.

b) The balance of the Fee shall be payable (as cleared funds) at least seven (7) days before the Date by BACS transfer to Actual Music's bank account (details to be notified by Actual Music). The Company's bank account details for a BACS payment are as follows: **Actual Music** Sort Code: 20-09-72 Account Number: 73717860

The Fee may also be paid in cash and/or by cheque (payable to **Actual Music**). In the case a cheque, the cheque must be received by Actual Music in sufficient time for Actual Music to pay the cheque into its bank account so it clears at least seven (7) days before the Date.

(c) If payment is not made as aforesaid, Actual Music reserves the right to cancel the booking for the Group made under this Agreement. For the avoidance of doubt if payment of the balance of the Fee is not made in accordance with this Clause 5, Actual Music is entitled to treat such default as a deemed short notice cancellation, the Group will then not be obliged to perform and the cancellation charge outlined below will be payable.

### Terms & Conditions

**CANCELLATION CHARGES:** If the Event is cancelled for any reason the following cancellation charges will be payable to the Actual Music:

1. For cancellation with more than forty two (42) days written notice, the Deposit paid to Actual Music will be forfeited (and/or if the Deposit has not been paid it will be paid forthwith)
2. For cancellation with more than thirty (30) days written notice but less than forty-two (42) days written notice fifty percent (50%) of the Fee is payable to Actual Music immediately
3. For cancellation with more than fourteen (14) days written notice but less than thirty (30) days written notice, eighty per cent (80%) of the Fee is payable to Actual Music immediately
4. For cancellation with fourteen (14) days or less written notice, one hundred per cent (100%) of the Fee is payable to Actual Music immediately
5. The Deposit paid under shall be deducted from any cancellation charge.

# booking contract

**FURTHER NOTIFICATION OF EXTRA DETAILS TO COMPANY:** You agree to notify Actual Music of the relevant extra information at least five (5) weeks prior to the Event, using the Performance Agreement attached to this Agreement. Failure to submit the Performance Agreement to Company shall in no way invalidate this Agreement in any manner.

## **VARIOUS:**

- a) Company contracts solely as agent for the Group and has no liability as a principal.
- b) The construction, validity and effect of this Agreement shall be governed by the laws of England whose courts shall have exclusive jurisdiction.
- c) This Agreement contains the entire understanding of the parties hereto and supersedes all previous or existing arrangements or agreements.
- d) No variation of this Agreement shall be deemed binding until reduced to writing and signed by all parties hereto.
- e) If any part of this Agreement shall be deemed unenforceable, void or voidable by a court of competent jurisdiction, the remainder thereof shall remain in full and binding effect.
- f) No rights are conferred on any party under this Agreement who is not a direct contractual party hereto by virtue of the Contract (Rights of Third Parties) Act 1999.
- g) You are over eighteen (18) and have all rights necessary to enter into this Agreement.
- h) The line up of the Group may be changed if for example any members are unavailable due to sickness, holiday, transport problems, emergencies and equivalent. In the case of an emergency where the Group are unable to attend, Actual Music will use all reasonable endeavours to assist you in finding a replacement band (though Actual Music accepts no liability for any breach by the Group and/or if it is unable to find a replacement band in time ). For the avoidance of doubt Group shall not be liable for non-appearance due to any act of God, severe weather conditions, sickness, accident, strike, act of terrorism, event of force majeure and/or other event outside its control.
- i) You (and the Venue) will allow the Group access to the Venue to set up its equipment and perform any sound check it wishes in advance of its performances.
- j) You warrant that the Venue will be fully and properly licensed to hold the Event, will have public liability insurance in place, a safe electricity supply, and will comply with all health and safety regulations.
- k) You warrant that there will be adequate dressing room facilities at the Venue for the Group
- l) You warrant that the Group's instruments and equipment and property will be safe and secure at the Venue.
- m) You warrant that the guests and celebrants at the Event (and any Venue personnel and/ or contractor's personnel) will not endanger the health or safety of the Group in any manner
- n) You will provide the Group with reasonable soft beverages and refreshment (free of charge) at the Event.
- o) You warrant that there will be free on-site parking for the Group at the Venue
- p) Where a performing Artist booked under this Agreement is a soloist, references herein to the Group shall be deemed to be to the soloist. Also references to the Group shall be deemed to include the additional artists/acts, with such changes as appropriate, if an additional artist/act is being booked under this Agreement.
- q) Where a performance is to take place outside, you will ensure that cover is provided for the Group and its equipment against rain and equivalent.

IN WITNESS whereof the parties hereto have executed this Agreement on the date specified above.

## **Declaration:**

**I acknowledge and accept the terms of the agreement.**

Please save and send this pdf document to [bookings@actualmusic.co.uk](mailto:bookings@actualmusic.co.uk), alongside your 20% deposit payable by BACS, Cheque or Credit/Debit Card - payment details are outlined above.