

ANTHEM
terms and conditions

Please note: Anthem bookings are executed via their Agents 'Warble Entertainment'

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. Therefore, the completion of the booking contract confirms the details of the booking and does not in itself secure the engagement as this has already occurred. Consequently, non-return or non-completion of the booking contract does not terminate the agreement.

1. Definition

The following definitions refer to the attached booking contract and these Terms and Conditions. Warble Entertainment, herein referred to as the 'agent', acts as negotiator between the 'client' and 'artist'. Therefore, the 'agent' acts as an employment agency in the issuing of this booking contract and is not a party to the resulting booking contract itself. For this reason the 'agent' cannot accept responsibility for non-fulfillment or breach of any such contract, or non-payment of fees.

2. The Booking Process

The 'client' and the 'artist' agree that their verbal, electronic or written confirmation of this booking will confirm their acceptance of these Terms and Conditions, and that all bookings take effect immediately upon this confirmation.

Non-signature or non-return of the booking contract is not sufficient to cancel the booking or acceptance of these terms.

Upon confirmation, the 'agent' will issue both the 'client' and the 'artist' a booking contract for signature, which must be returned to the 'agent' within 7 days. Once returned, each signed booking contract shall be filed by the 'agent', who will continue to act as the negotiator for the 'artist' and 'client' for the period up to and including the date of the event, and eighteen months subsequently.

3. Changes to the Booking Contract

The booking contract may be modified by agreement between both 'client' and 'artist'. However, all alterations must be arranged and agreed by the 'agent' in advance of the event.

4. Payment of Booking Fees

The agreed booking deposit (non-refundable) and booking contract for signature are due strictly within 7 days of issue. The booking deposit may be paid via cheque or BACS transfer (details outlined on booking contract and invoice).

Unless specified in the booking contract, the remaining balance is payable to the 'artist' in cash or by cheque on the day of the event.

Any fee specified in the booking contract due to the 'artist' from the 'client' prior to the event, which has not been received 7 days beforehand, gives the 'artist' the right to terminate the booking contract without penalty. Furthermore, the 'client' forfeits any previous payments and remains liable for additional cancellation fees as outlined in *Clause 11* of these Terms and Conditions.

5. Late Payment of Booking Deposit

Failure by the 'client' to pay the booking deposit within the specified time will result in a breach of contract, and thereby release the 'artist' to undertake alternate engagements. However, the 'client' will still be bound by the *Clause 11* of these Terms and Conditions.

6. Late Payment of Booking Fees

Failure by the 'client' to pay the 'artist' within the terms agreed in the booking contract will automatically result in a late payment administration fee of £25 being charged to the 'client'. This payment will be added to the outstanding balance and should be paid to the 'artist' within 7 days. For every 7 days thereafter, and to a maximum of 14 days, a further £25 shall be added to the outstanding amount.

ANTHEM
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Where the outstanding balance has not been paid within 14 days, the amount may be sought via legal processes or referred to a debt recovery agency by the 'artist'. Unless previously agreed, the 'agent' is not responsible for the collection of booking fees due to the 'artist'.

7. Expenses

Where the 'client' has agreed to cover additional expenses (as outlined in the booking contract), such as accommodation, flights etc. the 'artist' must provide receipts and an invoice to the 'client' within 28 days of the event date.

The 'client' must in return reimburse all these expenses within 28 days of the 'artist' invoice being issued.

8. Client Responsibilities

It is the 'client's' duty to ensure that the performance venue is able to provide a safe source of power (for non-acoustic acts), a safe performance area, and that they can accommodate the performance of the 'artist' by possessing appropriate licenses and no inhibiting noise limiters. If non-performance results due to venue restrictions, the 'client' will still be liable for cancellation fees as outlined in *Clause 11* of these Terms and Conditions.

The 'client' should ensure these requirements are investigated prior to the confirmation of any booking and any relevant information disclosed to the 'agent'.

Furthermore, it is also the responsibility of the 'client' to ensure that the 'artist' is provided with sufficient parking facilities at the performance venue for all vehicles associated with their act. If no legal parking is available at the venue, rendering the 'artist' incapable of unloading, or after unloading the 'artist' is unable to secure legal parking within a ½ mile radius of the venue, the 'client' agrees to pay for any parking expenses thereby incurred. This includes parking meters, car park fees, parking tickets, wheel clamp removal, impound release fees etc. However, the 'artist' must make all reasonable attempts to find legal parking if possible. Any charges should be paid by the 'client' to the 'artist' on the day of the event, in addition to the outstanding balance.

It is also the 'clients' duty to ensure that the 'artist' is provided with adequate refreshments throughout their stay at the performance venue. The minimum that must be made available 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. This should encompass any meals over which they are traveling, setting up or performing.

The 'client' must also ensure that there is an adequate area for the 'artist' to change in and store equipment. The area should preferably be lockable and include chairs for the entire party.

It is agreed by the 'client' and the 'artist' that any equipment and instruments of the 'artist' are not available for use by other performers or persons.

Provisions outlined in this section (*Clause 8*) are negotiable between the 'client' and 'artist' via the 'agent', but any modifications should be written into the booking contract specifically.

The provisions contained within this clause (*Clause 8*) must be provided by the 'client' at their own expense and if not supplied may be considered a breach of contract.

9. Artist Responsibilities

The 'artist' agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of the 'artists' show, as known to the 'agent' and as advertised to the 'client' via distribution of the 'artists' audio samples, promotional materials, profiles, pictures, videos, web page etc. The 'artist' will make every effort to ensure that they give an outstanding performance and adhere to 'client' wishes within all reasonable bounds (i.e. be polite and courteous with the 'client', their guests and all venue staff and contractors).

The 'artist' agrees to provide all equipment necessary to undertake this performance, unless specifically outlined in the booking contract that either the 'client' or a third party shall do so. Where

ANTHEM
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the 'artist' provides their own equipment, it is their responsibility to ensure its good working order and safety, and to obtain all necessary insurances and certification.

The 'artist' accepts full responsibility for maintaining their own Public Liability Insurance (to a minimum of £1,000,000 cover), their own equipment insurance, vehicle insurance and carrying out the P.A.T. testing of their equipment. The 'artist' agrees that they are fully responsible for these matters.

The 'artist' agrees that their booking fee is inclusive of all expenses (except those specifically accounted for in the booking contract), including holiday entitlements, travelling expenses to and from the venue, additional equipment hire, VAT, tax, N.I. etc. and any payments due to other members of the 'artists' party.

The 'artist' is not employed by the 'agent' and is responsible for their own accounting, payment of tax, VAT and National Insurance contributions.

The 'artist' will refrain from excessive drinking before, during and after the performance at all times when the 'client' or their guests are present. Furthermore, the 'artist' will not under any circumstances partake of any illegal drug use on the day of the event, at the event venue, or whilst in the presence of the 'client', their guests, venue staff or other associated suppliers or 'artists'.

The 'artist' will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue. In addition, the 'artist' will not exhibit any other conduct deemed anti-social, illegal, or which reflects badly upon themselves, the 'agent', or the 'client'.

The 'artist' shall be suitably and tidily dressed during their performance except with the consent of the 'client' or where the wearing of other attire is deemed to be a necessary part of their act.

The 'artist' must also adjust the volume and sound level of any equipment as reasonably required by the 'client'.

The 'artist' at the time of agreeing to or signing this booking contract must not be under any contract to a third party that might preclude them from fulfilling the engagement.

The 'artist' agrees not to hand out any materials bearing their personal telephone number, address, or any other contact details other than those of the 'agent', to the 'client', their guests, staff, venue or contractors. The 'artist' must inform the person/s concerned to contact the 'agent' directly. Any other action will breach the terms of this booking contract, and the 'artist' will cease to be used by the 'agent' and invoiced for commission against any resulting work.

10. Complaints

In the event of a dispute or complaint from either party, the issue must be put in writing and forwarded to the 'agent' within 28 days. 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. Whilst the 'agent' cannot be held responsible for the actions or failures of either the 'client' or 'artist' every effort to settle disputes without the need for either party to take legal action against each other will be made.

Any dispute between the 'client' and the 'artist' based on agreements made together, but not verified by the 'agent' in writing, must be settled between the 'client' and the 'artist' directly.

11. Cancellations

Cancellation by the 'client' or 'artist' is not allowed for any reason except circumstances covered by *Clause 14* of these Terms and Conditions. Both parties agree that in the event of a cancellation the 'agent' must be informed immediately.

Where the 'artist' has cancelled, the 'agent' agrees to inform the 'client' immediately and make all reasonable attempts to find a suitable replacement of similar standard and style, at no additional cost

ANTHEM
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to the 'client'. Should a suitable replacement not be found the 'agent' agrees to refund the 'clients' original booking deposit, plus any additional fees paid in advance.

Where the 'client' has cancelled the booking, the 'agent' agrees to inform the 'artist' immediately.

If the 'artist' has cancelled for reasons not covered by *Clause 14*, the 'client' may pursue legal action.

The 'artist' also agrees to pay the 'agent' the equivalent of the 'clients' booking deposit as administration recompense. This amount must be paid to the 'agent' within 7 days.

The 'artist' also agrees to reimburse the 'client' any variance between the originally contracted booking fee and that charged by any replacement 'artist' arranged by the 'agent' for the 'client'.

If a replacement 'artist' of similar value is arranged and agreed between the 'agent' and 'client', no booking deposit will be refunded and no administration recompense charged to the 'artist'.

If the 'client' is not prepared to accept the replacement 'artist' then they must not allow performance, or their full booking fee will be due.

Where the 'client' has cancelled for reasons other than those outlined in *Clause 14*, then forfeiture of the booking deposit will result at all times.

Further fees are also applicable where the 'client' has cancelled for reasons other than those outlined in *Clause 14*, and will be based on the following:

- Where cancellation occurs within 48 hours of confirmation, there shall be no cancellation fee unless the event date is within the following 7 days, whereby 100% of the booking fee will be due to the 'artist'.
- Where cancellation occurs after 48 hours of confirmation but 90 days or more from the event 50% of the booking fee will be due to the 'artist'.
- Where cancellation occurs within 90 days and up to 61 days of the event 75% of the booking fee will be due to the 'artist'.
- Where cancellation occurs within 60 days of the event, 100% of the booking fee will be due to the 'artist'.

All 'client' cancellation fees must be paid to the 'agent' within 14 days. The 'agent' will subsequently pay the 'artist' within 7 days of receipt.

Any outstanding payment owed to the 'agent' will be referred to the recovery company 'Daniels Silverman' and will be subject to a surcharge (15% plus VAT) to cover any collection costs incurred. This surcharge together with all other charges and legal fees will be the responsibility of the defaulting party and will be legally enforceable.

12. Performance Schedule Changes

Wherever possible, changes to the performance schedule must be notified to the 'agent' so that the booking contract may be amended. Where, however, this is not possible (i.e. on the day of the event), changes must be agreed between the 'artist' and the 'client' prior to performance.

Where an 'artist' is not able to perform their full performance through no fault of their own (i.e. the event is running late), there shall be no reduction in the 'artist' booking fee.

Where an 'artist' has been asked and agrees to perform later than the finish time outlined in the booking contract, and where no additional surcharge has been agreed, 10% of the total outstanding balance per 30 minutes will be additionally payable to the 'artist' in cash or by cheque on the day of the event.

If the schedule has changed through no fault of the 'artist' they have the right to refuse to finish later than the contracted finish time without penalty.

ANTHEM
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Where 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), and where no additional surcharge has been agreed, 25% of the total outstanding balance per 30 minutes will be additionally payable to the 'artist' in cash or by cheque on the day of the event.

The 'artist' has the right to refuse to extend their performance time without penalty.

13. Use of Alternative ('Deputy' or 'Dep') Performers

The 'artist' will perform using the line-up as advertised to the 'client', unless the need arises to substitute a performer due to unforeseen circumstances. The 'artist' will have 'Dep' performers 'on-call' to cover all eventualities and reserves the right to use one or more of these should the need arise. The 'artist' agrees that any 'Dep' performers utilised will be of the same standard and professional competence as the performer to be replaced, and that the 'Dep' will have a good knowledge of the 'artists' repertoire, and represent the 'artist' to the same high standard that is known by the 'agent' and expected by the 'client'.

The 'artist' agrees that if a suitable 'Dep' performer is available, they will use the services of the 'Dep' performer rather than cancel the booking under the terms of *Clause 14*.

There will be no reduction in the contracted booking fee if a 'Dep' performer is used, and use of a 'Dep' performer does not constitute grounds for cancellation.

A 'Dep' performer may not be used to replace an 'artist' whose individual name is used as the star attraction to promote the 'artist' (i.e. 'The Jane Doe Experience' would not be able to 'Dep' another performer for 'Jane Doe' herself.)

14. Force Majeure

In cases of Force Majeure (which shall be known as war, fire, death, illness or other capacity 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 preventive action by the 'artist' or 'client', then the 'artist' or 'client' may cancel this booking without penalty other than loss of booking deposit.

15. Miscellaneous Provisions

The 'client' agrees to negotiate all future bookings of the 'artist' with the 'agent' and not with the 'artist' directly, for the period of 18 months after the event date on this booking contract.