

## TERMS AND CONDITIONS



1. Booking enquiries to The Chip Shop Boys and/or Stuart Walby Entertainments will receive a written quotation. No riders or hidden charges will apply.
2. All bookings need to be confirmed to the Chip Shop Boys and Stuart Walby Entertainments in writing by the client or their agent. To ensure the efficacy of the audit trail the preferred method of communication is email. Bookings are allocated on a 'first come, first served basis'.
3. No obligation can be placed on Chip Shop Boys or Stuart Walby Entertainments to accept a booking without a written confirmation.
4. An event date can only be secured with a written confirmation and a deposit payment of either £1,000 or 50% of the full cost of the provision. All deposit payments are non-transferrable and non-refundable. The full cost of the provision shall ultimately be payable as cleared funds prior to the event date. Balance invoices will be sent out at the beginning of the month preceding the month in which the event date occurs. Booking confirmations that occur within three months of their event date will require security of a payment in full as cleared funds prior to that event date.
5. Payments can only be made by credit transfer or by cheque and no credit facilities exist for payment other than stipulated in section 4 above. Cash payments cannot be accepted.
6. Once a booking is confirmed a mutually binding legal contract between The Chip Shop Boys or Stuart Walby Entertainments (hereinafter referred to as The Artiste) and the Client (hereinafter referred to as The Management) is issued as confirmation that the event date has been secured.
7. Once a contract has been issued both parties to the agreement are legally bound by its definitions and conditions. The contract is legally binding, regardless of whether it is countersigned and returned by The Management. If the required deposit is not paid within 7 days, The Artiste can consider the booking cancelled and The Management will owe the full amount.
8. No changes can be made to the contract without the agreement of both parties. All contract changes however will be subject to final agreement by The Artiste who will issue a revised contract.
9. At the request of The Management and subject to agreement by The Artiste a contract provision can be upgraded or extended. Downgrading or reducing the provisions within an agreed contract for any reason are entirely at the discretion of The Artiste.
10. Extending a provision may include but is not limited to; the addition of personnel or other resources, the activity associated with the supply of those resources, an extension to the performance time, any activity associated with or incurred as part of supporting an extended performance time, the hire or use of equipment or any activity associated with the hire or use of that equipment.
11. Extending a provision will also be subject to the availability or the wherewithal of resources and subject to a reasonable notice being given. Any changes that upgrade or enhance the

provision to The Management may also be subject to additional costs being applied to the prior agreed tariff.

12. Standard package options cover a performance time from 7pm until midnight unless otherwise agreed.

13. The Artiste is under no obligation to extend the timings of their provision beyond the agreed finish time if for any reason but through no fault of The Artiste the event runs outside or over its schedule. In addition, The Artiste is under no obligation to make any financial adjustment in favour of The Management should the provision be reduced by the overrun of any schedule at the event.

14. It is the responsibility of The Management to provide a suitable and safe environment in order for the performance to take place. Suitable means; any form of permanent or temporary structure that has been designed and constructed for the purpose of entertaining, one that can accommodate a performance area of suitable dimension for The Artiste's personnel and equipment, and one that provides adequate welfare facilities such as heating, ventilation, lighting, and toilets. Safe means an environment that; can safely accommodate the number of people attending the event, meets fire safety regulations applicable to its size, location and the material of its construction, protects The Artiste from adverse weather conditions (if in a covered area outside or located in a temporary structure such as a marquee) including but not limited to rain, wind, hail, snow or lightning, has an electrical source and supply that meets the required electrical safety regulations in the case of either a permanent or temporary facility such as a portable generator. Protection must also be provided to cover any electrical extension leads needed to convey power between the facility and the performers electrical equipment. The Artiste reserves the right to suspend, terminate or withdraw from any performance outdoors due to bad weather if in their opinion their own safety or the safety of their equipment is likely to be compromised. Where a performance is delayed, suspended or cancelled due to bad weather this will have no bearing upon the fees owed to The Artiste.

15. In all cases The Management is responsible for sourcing and providing an electrical supply at the venue, either from a domestic AC supply or from a suitable electricity generator, and whether in a permanent structure, temporary structure or covered outside area.

16. Where a venue operates a sound limiting system it is the responsibility of The Management to inform The Artiste. The Artiste may decline to perform at a venue if the use of such a system could adversely affect the band's performance. Where The Artiste withdraws from a performance due to the presence of a sound limiter The Artiste is under no obligation to make any financial reparation in favour of The Management, and any monies owed by The Management may still be payable. In all cases The Artiste will decline to accept bookings for venues which utilise automatic sound limiters that cut the electrical supply when pre-set thresholds are exceeded. This disruption to the electrical supply can cause serious damage to the performer's equipment.

17. As part of any standard package option offered, The Artiste will supply a sound system, stage lighting, all musical instruments and all associated equipment to support the contracted performance. The Artiste will be self-supporting and self-contained apart from the facilities detailed in section 14 and 15 above. Where The Management contract other performers and they are not self-supporting or self-contained then it must not be assumed that The Artiste will allow the use of their equipment or their personnel to support other acts. The Artiste may agree to do this entirely at their discretion but the provision may be chargeable to The Management as the client. The Management must also ensure that any provision by other performers (whether or not supported by The Artiste's personnel and/or equipment); will not have a detrimental impact on The Artiste's personnel, their equipment or their performance overall, or compromise safety as outlined in sections 18 and 19 below.

18. Unless pre-arranged or with permission at the event itself, no guests will be allowed within the performance area at any point during the event. This is a health and safety measure to ensure the protection of the performers and the audience, and to prevent damage occurring to equipment or any items associated with that equipment such as cables and stands. Should any unauthorised activity in the performance area result in damage to The Artiste's equipment, then The

Management may be liable for any reparation costs for replacement or repair of the items concerned.

19. The Artiste reserves the right without detriment; to suspend or terminate early their performance on the event date, due to the presence of unreasonable or disrespectful behaviour by any individual or individuals, whether verbal or otherwise, that results in disruption to the performance or compromises The Artiste's safety. The Artiste also reserves the right without detriment to withdraw, suspend, or terminate their provision to The Management due to the failure of any structure or system essential to The Artiste's performance but outside the control of The Artiste, such as an electrical system, gantries, staging or stage props.

20. Band members are selected based on their availability and the size of the band required, and all musicians employed by The Artiste are capable of performing to the same high standards. The Artiste is unable to guarantee specific musicians in any band and reserves the right to substitute a specific band member should unforeseen circumstances or factors outside their control make this necessary.

21. As a guitar-driven Rock and Pop covers band The Artiste will use their expertise and experience to select and perform the songs they think will create the best entertainment and get most people on the dance floor, so set lists are never pre-defined. The dynamic nature of live entertainment means The Artiste will always select the songs played and the order in which they are played.

22. Music from other genres and any specific song choices can be sent to The Artiste by The Management to be played by the DJ. This may include a first-dance choice, walk-up or entrance music, or a musical announcement.

23. Learning new songs is not covered within The Artiste's contracting and pricing structure. The Artiste will always reserve the right to decline a request to learn a new song if it will in some way detract from their performance as a party band. Where The Artiste agrees to learn a song this will be chargeable based on its complexity and the number of musicians who need to learn and perfect it.

24. The Artiste will not be liable for failure to provide the service as agreed if such failure is as a result of Force Majeure. This includes; 'acts of God' (including fire, flood, earthquake, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, road, rail, airport or seaport blockage/ embargo, industrial dispute or strike action.

25. If any clause within this contract is legally proven to be unenforceable, this will have no effect on any other clause, and the remainder of this contract will still form the agreement between The Management and The Artiste.

26. If for any reason legal action is taken against The Chip Shop Boys or Stuart Walby Entertainments, then this will have a total maximum liability of no more than the booking fee for the event date in question.

27. In the event of a complaint or dissatisfaction with the service provision or any part of the overall support for the service provision, The Management must send details of their concern to the respective company in writing, in the first instance.

28. The Artiste's Health & Safety policy, Public Liability Insurance, PAT certification, Privacy Statement and Risk Assessments are all available to view or download on its website at:

[www.chipshopboys.com/legal](http://www.chipshopboys.com/legal)

29. The terms above represent the fundamental bases upon which all superseding individual agreements are drawn up between The Artiste and The Management.

30. Terms and conditions are reviewed periodically as part of a commitment to continuous improvement and ongoing service development and may at the discretion of The Chip Shop Boys and/or Stuart Walby Entertainments be superseded at anytime.

***'The Chip Shop Boys' is registered trademark owned by Stuart Walby Entertainments***