

The Vinyl Beats

Contract of Engagement

Please keep one copy. Sign and return a copy to The Vinyl Beats within 7 days
c/o Mr A Harvey, 5 Roseberry Close Basingstoke Hants RG224XR.
(or send a signed pdf copy by email to alan@vinylbeats.co.uk)
Telephone: +44 (0)1256 331959

The Vinyl Beats:-

Subject to The Vinyl Beats Terms and Conditions overleaf it is confirmed that The Vinyl Beats will perform:-

at: venue

on: date

The show will consist of: sets

The Vinyl Beats performance will begin at: start time

The Vinyl Beats will arrive at: arrival time

The fee will be: £ fee

** in cash on completion, unless other arrangements have been agreed in advance in writing**

Signed A Harvey: on behalf of The Vinyl Beats.

Date: dated

The Promoter:-

I approve the details of the booking described above. I have read, understand and agree to The Vinyl Beats Terms and Conditions. I declare that I am authorised to make the booking on behalf of the organisation detailed below

Signed: _____

Please print name: _____

on behalf of (please print): _____

Date: _____

Emergency telephone number: _____

The Vinyl Beats

Terms and Conditions

Notes:-

Hereinafter; 'The Promoter' refers to the person or authorised agent of the organisation making the booking. 'The Vinyl Beats' refers to any number of members of The Vinyl Beats, or any authorised person acting on behalf of the group known as The Vinyl Beats.

The Promoter agrees and warrants that:-

- 1 The Vinyl Beats Terms and Conditions take precedence over any conflicting Terms and Conditions specified by The Promoter. In the event of dispute subsequent to signature of this contract over Terms and Conditions not resolvable to the satisfaction of The Vinyl Beats the booking will be deemed cancelled by The Promoter and cancellation fees detailed in section 4 below will apply.
- 2 A copy of the Contract of Engagement signed by The Vinyl Beats constitutes an offer subject to these Terms and Conditions and remains open for 14 days from the date of signature by The Vinyl Beats. The offer is deemed to be unconditionally accepted by The Promoter when a copy of the contract signed by The Promoter is received by The Vinyl Beats. It is the responsibility of The Promoter to ensure that The Vinyl Beats have received the signed Contract of Engagement and that the booking is therefore confirmed.
- 3 **Payment:-**
Payment will be made by The Promoter to The Vinyl Beats in full and in cash on completion of the performance and before The Vinyl Beats leave the premises, unless other means of payment have been specifically agreed in writing at the time the booking is confirmed.
- 4 **Cancellation:-**
Cancellation of the booking by The Promoter must be made in writing. Cancellation fees will be payable by The Promoter in the event of cancellation of the booking by The Promoter as follows:-
 - 4.1 Less than 36 hours notice - Full fee payable to The Vinyl Beats..
 - 4.2 Between 36 hours and 14 days notice - 50% of the fee payable to The Vinyl Beats.
 - 4.3 14 to 60 days notice - 10% of the fee to a charity nominated by The Vinyl Beats.
 - 4.4 Greater than 60 days notice – No cancellation fee.
- 5 **Performance Area (Stage):-**
 - 5.1 The performance area (stage) must be 12 feet wide by 8 feet deep minimum.
 - 5.2 A minimum of one (two if we need to use our stage lights) 13A 240V mains supply sockets will be provided by The Promoter on or within 3 metres of the stage. The electrical installation will comply with current IET regulations.
 - 5.3 The Promoter warrants that for Health and Safety reasons the performance area will be for the exclusive use of The Vinyl Beats from the time of their arrival to the time of their departure from the venue and that nobody else will be permitted to enter the performance area without the specific consent of a member of The Vinyl Beats.
 - 5.4 If the venue uses a sound level limiting device (stage power interruptor) and the operating level is set such that The Vinyl Beats are unable to deliver their normal performance then at The Vinyl Beats discretion the booking may be deemed cancelled and cancellation fees as detailed in section 4 will apply.
- 6 **Accessibility:-**
 - 6.1 The Promoter will advise The Vinyl Beats in writing if the route between the loading bay or parking area and the performance area:-
 - 6.1.1 includes stairs with more than 10 treads in total
 - 6.1.2 involves the use of a lift (elevator) or any mechanical lifting device (eg fork lift, hoist)
 - 6.1.3 is greater than 50 metres in length
 - 6.1.4 is restricted in width to less than 900mm at any point
 - 6.1.5 is restricted in height to less than 1.8m at any point
 - 6.1.6 includes doors which may not be temporarily fixed open during loading
 - 6.1.7 will be unlit at any point during the periods of required access to the venue as detailed herein.
 - 6.2 In the interests of both parties The Vinyl Beats will seek to overcome reasonable access restrictions if advance notification is given, but this may involve the use of extra roadcrew at The Promoter's cost which will be advised. However, if any of the access restrictions of section 6.1 exist at the venue and The Promoter has not advised The Vinyl Beats before they arrive for the performance then at The Vinyl Beats discretion the booking may be deemed cancelled by The Promoter and cancellation fees detailed in section 4 will apply.
 - 6.3 Full access to the venue will be provided by The Promoter for at least 1.5 hours before the performance for setting up of equipment and for at least 1 hour after the function ends for tearing down of equipment. Lighting adequate for setting up and tearing down equipment will be provided by The Promoter during these periods.
 - 6.4 The Vinyl Beats need to get 4 cars, preferably simultaneously, to a suitable access point (see 6.1.3) near to the performance area for loading in and loading out. The vehicles will be otherwise be parked as reasonably directed by The Promoter.
- 7 The Vinyl Beats expected time of arrival will be indicated on the Contract of Engagment and may be less than 1.5 hours before the performance at The Vinyl Beats discretion.
- 8 The Vinyl Beats will be permitted to carry out such equipment and sound checks as they deem necessary before the performance.
- 9 The Vinyl Beats require a suitable private area to change into stage wear. If in the opinion of The Vinyl Beats such facilities are not adequate then The Vinyl Beats reserve the right to complete their performance dressed as they were during loading in of the equipment.
- 10 Any Vinyl Beats roadcrew will be afforded necessary access to monitor and assist The Vinyl Beats to set up, perform and teardown.
- 11 The Vinyl Beats reserve the right to substitute individual members if circumstances require.
- 12 The Promoter will not seek to claim damages, or recover consequential losses, if The Vinyl Beats does not comply with any part of the Contract of Engagement due to *force majeure* or any circumstance outside their reasonable control.

In return The Vinyl Beats declare their firm intention to make sure that everybody has a great time and enjoys our music. Specifically we aim to:-

- ◆ Arrive at the venue in good time to set up and be on stage at the agreed time
- ◆ Perform material from their repertoire appropriate for the occasion
- ◆ Be dressed for the performance appropriate to the occasion
- ◆ Set sound levels appropriate to the occasion and adjust them in accordance with reasonable requests by The Promoter
- ◆ Provide stage lighting
- ◆ Make available a microphone and public address facilities for the purposes of announcements by The Promoter
- ◆ Assist in any way reasonable to ensure a successful function for The Promoter
- ◆ Set up, tear down and remove equipment from the venue as quickly as is reasonably practicable