

## General Terms & Conditions

- Force Majeure** – It is agreed that no salary or fee shall be paid to the Artist(s) by the Client for any days whereby the Artist(s) is unable to perform beyond the Client's control for reasons such as National Mourning, War, Acts of God, Fire, Strikes or lock-outs directly affecting the venue, or by the Order of a Licensing or Public Authority having jurisdiction. Similarly, if as a result of a Force Majeure, the Artist(s) is unable to perform to the Agreement, then no compensation or damages shall be paid to the Client or any third party.
- Copyright** – The Client shall not infringe any copyrights, patent, image rights or proprietary rights of any party. In the event of any infringement of any such rights, the Client will be solely responsible for any and all damages, costs and liabilities incurred as a result of such infringement. The Client agrees that the Artist(s) will not be required by the Client to undertake any performance where it would be contrary to the Law or necessary to be objected to by any Licensing or Public Authority.
- Security and Health & Safety** – The Client has a responsibility to provide proper supervision at the venue of persons attending the function and shall evict any persons causing a nuisance to the musician/Artist(s) or associated personnel. The client will provide adequate security for the Artist(s) during the engagement. The Client has a responsibility and therefore undertakes to provide a safe working environment and will make sure that the venue and any/or third party providing electrical equipment to be used by the Artist(s) shall ensure that they have all the relevant certificates and documentation for any equipment they provide. All signatories to this contract are advised to hold Public Liability Insurance.
- Subsequent Engagement** – Any subsequent engagement of an artiste named at this venue **or** as a result of this booking within the 18-month period following this engagement **must** be arranged through the offices above and not directly with the artist(s). Failure to adhere to this clause may result in an invoice for the artist's fee and agency commission being raised to the client.
- Broadcasting & Recording** – *For funerals and Memorial Services, it is agreed that this Clause will not apply*

The Artist(s) is not obliged under this contract to take part in any audio/visual broadcasts or recording in any format whether or not during a normal performance. The Artist(s) may directly forbid such actions and the Client would be in breach of contract in such circumstances. However, if the Artist(s) agree to such broadcasts or recordings, the Artist(s) will be free to negotiate a separate fee based on BBC/MU approved rates. Any audio or visual recordings by the Client shall be strictly prohibited unless express consent has been given by the Artist(s). The Client will also use best endeavours to ensure that members of the public act similarly.

- Cancellation Fees** – Any engagement cancelled by the Client within 28 days of the engagement date will be charged at 100% of the Booking Fee. Between 5-8 weeks' notice, £150 **OR** 50% of the Booking Fee (whichever is greater). Between 8-24 weeks £150 in total. Cancellation Fees are chargeable in addition to any non-refundable Deposits already paid for bookings. (See Termination and Deposits below).
- Termination of Engagement** – The Artist(s) shall be entitled to not less than four weeks' notice of termination, in writing, or any greater period due under a special contractual agreement or statutory provision.
- Illness** – In the event that the Artist(s) cannot appear due to accident or illness, then the Client shall be informed at the earliest opportunity. If required by the Client, the Artist(s) must provide a medical certificate or a police report forthwith. The Client is not obliged to pay any fee for which the Artist(s) is unable to perform as to the contract schedule. Bugler for Hire (The Company) will assist the Client in finding a replacement Artist(s) if so requested. If no suitable alternative is agreed and contracted, then the Client will be fully reimbursed any monies already paid.
- Deposits / Advance Payments** – Some engagements require deposits, including all New Clients. Where Deposits or Advance Payments are paid, these are a) non-refundable, (subject to Point 8), b) must be paid in a timely manner as specified in the contract, c) may be in addition to other specified fees. Failure to pay the deposit or advance fee on time may result in the booking being cancelled.
- December Fees** – Bugler for Hire, Ceremonial Events Ltd, Sapphire Entertainments Ltd and Sapphire Productions charge an additional 10% fee for all engagements in the month of December, unless under other contractual agreement.
- Payment Terms** – It is agreed that inclusive fee(s) shall be payable by BACS (within agreed timescales) on receipt of an invoice and in full before any performance.
- Consent** – This agreement may not be modified or cancelled except by mutual consent in writing and signed by both parties.
- Employment Law** – The Artiste's engagement under this contract is such that He/She/They are self-employed for National Insurance and Income Tax purposes by reason of being engaged under a contract for services.
- Injury during Performance** – As a third-party agent, Bugler for Hire accepts no liability for accident, loss or injury sustained, by reason of providing an agency service between two parties.
- Congestion Charges / Parking** – Where the artist(s) engaged incurs congestion, low emission and/or toll charges the full amount of the charges shall be paid by the Client in addition to the fees as stated. Free parking will be provided, or costs incurred reimbursed.
- Subsistence & Hospitality** – *For all engagements lasting over 1 hour (includes setup or rehearsal time).*

Soft drinks, tea and coffee to be available to the artist(s) for the duration of the event. Please ensure there is sufficient provision for at least four soft/hot drinks per artist. Where the artist(s) is engaged for two hours or more (from the expected arrival on site time) a hot meal with beverages shall be provided or paid for by the engager in addition to the fees as stated. If this is not possible, a subsistence payment of £50.00 per artist (Musicians' Union rate) must be made on all engagements. A dressing room (not toilets) reasonably close to the performance location must be provided for changing and preparing for the performance, to relax during breaks and to store instrument cases and personal effects.
- Terms & Conditions** – **Bugler for Hire's General Terms & Conditions are an inclusive and integral part of our contracts. Please read these conditions prior to agreeing or signing a contract.**