

S&J LIVE MUSIC
Terms and Conditions
PLI & PAT
Contact Details



Please note that any booking whether confirmed electronically, or in writing, directly with S&J LIVE MUSIC, or an ensemble S&J LIVE MUSIC manage, will be subject to this contract carrying the following non-negotiable terms and conditions.

1. Definitions

Booking contracts are negotiated by 'S&J LIVE MUSIC' and the 'client'.

2. Confirming the booking

i) 'Confirmation' will mean any electronic or written acceptance of this booking by the 'client'.

ii) All bookings take effect immediately upon 'confirmation'.

Upon 'confirmation' of the booking, 'S&J LIVE MUSIC' will issue invoices to the 'client'.

3. Changes to the contract

The agreed booking fees may be subject to change (in agreement with both the 'client' and 'S&J LIVE MUSIC') if any details on the contract are altered. All changes to the contract must be arranged & agreed by 'S&J LIVE MUSIC' in advance of the event.

4. Payment of fees

The agreed booking deposit is payable on receipt of invoice and strictly within 14 working days. The deposit can be paid by BACS transfer, cash, or cheque. Full payment details are available on the invoice. This first payment is non refundable except in those circumstances covered by 'force majeure' (see clause 13.)

If you have not paid, or have made no attempt to pay the 1st payment within 14 days of the Booking, 'S&J LIVE MUSIC' reserve the right to no longer hold the date requested by the 'client'.

4.1 Remaining balance: You must pay any outstanding balances within 7 days after the event. Failure to do so will result in a £5.00 daily fee, for every day the invoice is not paid, after the 7 day grace period.

5. Cancellations

5.1 Cancellation by the 'client':

Cancellation by the 'client' is not allowed for any reason except circumstances covered by 'force majeure' (see clause 10.) In the event that the 'client' cancels the booking, the 'client' agrees to inform 'S&J LIVE MUSIC' immediately.

5.1.1 Cancellation by the 'client' will result in loss of deposit except in those circumstances covered by 'force majeure' (see clause 10.)

5.1.2 Cancellation by the 'client' 28 days before the event will result in loss of deposit and 50% of the remaining balance. This will be payable by the 'client' within 14 days of cancellation.

5.1.3 Cancellation by the 'client' 14 days before the event will result in loss of deposit and the full remaining balance. This will be payable by the 'client' within 14 days of cancellation.

5.2 Cancellation by 'S&J LIVE MUSIC':

Cancellation by 'S&J LIVE MUSIC' is not allowed for any reason except circumstances covered by 'force majeure' (see clause 10.)

In the unlikely event that 'S&J LIVE MUSIC' need to cancel the booking, 'S&J LIVE MUSIC' will inform the 'client' of the cancellation and make all reasonable attempts to find a suitable replacement band of similar standard and style, at no extra cost to the 'client'. Should a suitable replacement not be found, 'S&J LIVE MUSIC' agree to refund the 'client' their deposit plus any other booking fees already paid in advance.

There will be no refund given to the 'client' against the booking deposit already paid, if a replacement artist of similar value can be arranged by 'S&J LIVE MUSIC' and agreed by the 'client'. However, should a replacement artist charge a much lower fee, the 'client' will be refunded a proportionate amount of their booking deposit and the replacement band will be due their usual fee.

If a replacement band is required last minute and the 'client' is not happy to accept the replacement artist, they must not allow the replacement artist to perform. If the replacement artist is allowed to perform, their full fee will be due.

6. Changes on the day

Where possible, changes to the agreed schedule, which are unavoidable on the day of the event should first be discussed and agreed with 'S&J LIVE MUSIC'.

Any changes will be subject to these terms and conditions.

If changes negotiated between the 'client' and 'S&J LIVE MUSIC' on the day of the event, are agreed to incur additional costs to the 'client', 'S&J LIVE MUSIC' accept full responsibility for arranging the collection of additional fees.

7. Standard artist requirements:

i) Power: It is the responsibility of the 'client' to ensure that a safe source of power is provided for 'S&J LIVE MUSIC', and that all local authority regulations are adhered to. For further information regarding power requirements please contact S&J LIVE MUSIC.

ii) Venue constraints: It is the responsibility of the 'client' to ensure that the performance venue will provide a safe performance area, and to ensure that the venue is happy to accommodate the performance of such live music, including any live music licenses. Other considerations, such as noise limitations, should be mutually agreed between 'S&J LIVE MUSIC' and the 'client' prior to booking. Any relevant information should be disclosed to 'S&J LIVE MUSIC' prior to booking confirmation. Performance Area: It is the responsibility of the 'client' to ensure that a suitable performance area is provided. From the point of view of the performance and the overall look, this should ideally be a raised stage to distinguish the staging area from the dancing/seating area. However 'S&J LIVE MUSIC' can perform without raised staging if necessary.

iii) Parking: It is the responsibility of the 'client' to ensure that parking must also be available for the duration of the event otherwise the 'client' will be liable for any parking charges. 'S&J LIVE MUSIC' will inform the 'client' of the number of vehicles in advance of the event.

iv) Security: It is the responsibility of the 'client' to provide adequate supervision and/or security at all times. In the event of unruly or threatening behaviour from any person, 'S&J LIVE MUSIC' are entitled to cease the performance but you will still be liable for the fee in full.

8. Performers

If one or more of 'S&J LIVE MUSIC' standard group of performers should be unable to perform due to prior commitments or illness, 'S&J LIVE MUSIC' will provide another performer. 'S&J LIVE MUSIC' agree that any replacement performer used will be of the same standard and professional competence as the performer who is to be replaced, and that they will have a good knowledge of the repertoire, and will represent the band to the same high standard. There will be no reduction in 'S&J LIVE MUSIC' fee if a replacement performer is used.

9. Equipment

The equipment and instruments of 'S&J LIVE MUSIC' are not available for use by other performers or persons except by specific permission of 'S&J LIVE MUSIC'.

10. 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 'S&J LIVE MUSIC' or 'client', then the 'S&J LIVE MUSIC' or 'client' may cancel this booking without penalty other than loss of deposit.

11. Complaints

In the event you have any complaints and as a condition precedent to any compensation claim, the issue must be put in writing and forwarded to 'S&J LIVE MUSIC' within 48 hours of the event taking place.

Public Liability Insurance & PAT Certificate

S&J LIVE MUSIC has a Public Liability Certificate of Insurance to the value of £10,000,000 with Musicians' Union, registered with Mr S Hirst. A photocopy of the certificate will be provided on request. All of the gear used at an event is PAT tested, unless it is less than 1 year old from new purchase. All certificate can be provided.

Contact Details

S&J Live Music

Email: enquiries@jslivemusic.uk

Simon Hirst (Business Manager)

Mobile: +44 (0) 7341 911311

EFFECTIVE DATE: 11/04/2017

LAST REVISED: 01/03/2017

END OF TERMS & CONDITIONS DOCUMENT