

TERMS AND CONDITIONS – The Beehives band - 2015

1. Definitions

Booking contracts are negotiated by 'The Beehives' and the 'client'

2. Confirming the booking

Confirmation:

- i) 'Confirmation' will mean receipt of agreed deposit by the Beehives after any electronic or written request of the booking by the client.
- ii) All bookings take effect immediately upon receipt of agreed deposit by The Beehives, from the client, unless otherwise agreed and are subject to these Terms and Conditions.

3. Changes to the contract

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

4. Payment of fees

The agreed booking deposit is payable immediately to secure the booking, unless otherwise agreed. The deposit can be paid by Bank Transfer or cheque. This first payment is non refundable except in those circumstances covered by 'force majeure' (see clause 13.)

If the client has not paid, or has made no attempt to pay the 1st payment within 10 days of the written confirmation, The Beehives reserve the right to no longer hold the date requested by the client.

The full balance payment can either be paid (in full) in advance of the event by bank transfer or cheque or on the day of the event in cash.

5. Cancellations

Cancellation by the client:

- i) Cancellation by the client will result in loss of deposit except in those circumstances covered by 'force majeure' (see clause 13.)
- ii) Cancellation by the client between 31 days and 90 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
- iii) Cancellation by the client within 30 days of the event will result in loss of deposit and 100% of the remaining balance. This will be payable by the client within 14 days of cancellation.

Cancellation by The Beehives

In the unlikely event that The Beehives need to cancel the booking, The Beehives will inform the client of the cancellation and make all reasonable attempts to find a suitable replacement band of similar standard and style. Should a suitable, mutually agreed (by the client and The Beehives) replacement not be found, The Beehives 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 The Beehives and agreed by the client.

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 The Beehives who will do everything possible to work around any changes.

If changes negotiated between the client and The Beehives on the day of the event are agreed to incur additional costs to either The Beehives or the client these would need to be settled within 7 days of the booking.

8. Expenses

The Beehives will agree any expenses with the client in advance of the event. Any additional expenses incurred on the day of the event, will be agreed between the client and The Beehives.

Where necessary The Beehives will provide all relevant invoices and receipts to the client and any additional expenses must be settled within 7 days of the booking.

9. Standard band requirements:

Power: It is the responsibility of the client to ensure that a safe source of 4 powerpoints are provided for The Beehives and that all local authority regulations are adhered to.

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 limitation will be adhered to where appropriate by The Beehives. Any relevant information should be disclosed to The Beehives prior to the event date.

Load In:

It is the responsibility of the client to ensure the venue is appropriate for the setting up and loading of professional musical equipment. Parking must be available within 50 metres of the performance area for unloading purposes.

Parking costs:

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. The Beehives will inform the client of the number of vehicles in advance of the event if relevant.

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, The Beehives are entitled to cease the performance but the client will still be liable for the agreed performance cost in full.

10. Early set-ups / late finishes

For all events The Beehives will arrive at the venue 90 minutes prior to the scheduled start time.

The Beehives will take up to 90 minutes to prepare for the performance and this time will be used to set-up equipment, sound check and ensure appropriate stage attire. If the The Beehives are required to arrive at the venue earlier than 90 minutes prior to performing, this must be negotiated prior to the event and extra fees may apply.

For evening events The Beehives must finish their performance by midnight. Later finishes maybe negotiated and agreed prior to the event and extra fees may apply.

11. Performers

If one or more of The Beehives standard group of performers should be unable to perform for any reason, The Beehives will provide another performer and 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 represent the Band to the same high standard. There will be no reduction in The Beehives fee if a suitable performer replaces a regular performer.

12. Equipment

The equipment and instruments of The Beehives are not available for use by other performers or persons except by specific permission of The Beehives.

13. 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 Beehives or the client then the The Beehives or the client may cancel this booking without penalty other than loss of deposit.

14. Complaints

In the unlikely event you have any complaints and as a condition precedent to any compensation claim, the issue must be put in writing and forwarded to The Beehives within 48hours of the event taking place.