#### CRYSTAL TONES – Terms and Conditions of Booking Version 6\_1

#### 1. General

These terms and conditions are intended to be fair and reasonable, and appropriate to defining the conditions under which you are booking.

We have written these terms and conditions based upon our long experiences gained from doing many performances over the years, and so knowing what works, (and more importantly perhaps - what doesn't!) – so you will find many points discussed within useful!

Our intention is not to produce an onerous one sided document, but rather to try and set out a framework which makes clear what is expected of each party, in order to provide a satisfactory service to each other. We would like to believe that most if not all clients will welcome this approach – as it is "more professional" – and indeed, we believe shows our commitment to providing you with a satisfactory performance!

#### Booking means that:

(on completion of our booking form and paying a deposit):

- <u>YOU are entering into a binding contract with Crystal Tones for the performance of live music</u> for:
- An agreed fee, and on a specific date(s) and time(s) as defined in the Booking form supplied separately

You agree that the terms and conditions as they appear below will form the entire basis of this contract, and shall take precedence over any other terms and conditions and that English law shall govern their interpretation.

You also agree specifically to our payment terms in section 11, 12 and cancellation charges as set out in section 16

#### the terms and conditions that follow apply to ALL engagements

#### Definitions

"You" or "your" refers to: you, or any other person given authority by you, such as your family members, management, staff, etc., for the purpose of liaising with, and subsequently booking Crystal Tones.

"Venue" shall mean the place at which the performance occurs and the place where the audience, support staff and other persons are present during that performance. This may be a permanent structure such as a Village Hall, Public house, other Permanent Building, or a Temporary Structure such as a marquee, or Tent.

"Client" and "guests" refers to: Members of public present at the Venue, whether attending by paid admission, ticket admission, or free admission and also including other performing artists.

"Crystal Tones" "we" "our" "ourselves" "us" and "band" refers to: performing members of the band "Crystal Tones" and any non performing support staff appointed/accompanied by Crystal Tones for assisting with the performance "Our equipment" refers to: All equipment supplied by Crystal Tones for the performance. This includes: Electrical and mechanical devices, Protective cases, musical instruments, connecting cables microphones, amplifiers, speakers lighting equipment, stands, tools and ancillary test equipment

"The event" defines the whole duration of the time Crystal Tones spends at the Venue.

This includes, from the time of arrival to the time of departure:

Unloading equipment, setting up, sound testing, The Performance, breaking down, clearing and tidying up to return the venue to the condition in which we found it, packing equipment, and loading it back into our transport, and up to our departure time.

#### 2. Changes to these terms and conditions

We reserve the right to change these terms and conditions at any time. The latest version is always published on our website for your **<u>continued reference</u>** at

#### http://crystaltones.co.uk/terms-conditions/

Any changes made will apply to any future bookings.

For the avoidance of doubt: This means that any new terms and conditions will become effective immediately.

#### 3. Background

From our business point of view, Crystal Tones provides entertainment for a modest reward. The overheads incurred by Crystal Tones in providing you with entertainment are considerable. That is:

When account is taken of the cost of us providing all the equipment, lighting, musical instruments transportation, insurances, licenses, maintenance, the costs of providing this are extensive, and leave little margin from the fee paid to us

However, we try to play as professionally as possible – and of course it is enjoyable for us too! – and so all we ask is for a reasonable fee that is acceptable to both parties – and all we ask are reasonable amounts to help defray some of the costs – which of course is one of the main reasons why we have to be strict about stage payments and late cancellation charges – as discussed in section 11, 12, 13 and 15. We hope you do understand this, as we operate as a business with quite heavy overheads, which we have to pay for in any event!

#### 4. LICENSES, INSURANCE AND CERTIFICATES

It is important that you have all the necessary requirements in place for us to perform at the Venue

You therefore agree that you have such licenses, insurance and certificates for us to perform

These include (but not limited to):

Public liability insurance (Crystal Tones has its own Public Liability insurance)
A valid fire certificate for the venue;
Premises, personal or event license permitting our live performance.
Public performance licence;
Employers liability insurance.

#### 5. ACCESS TO PERFORMING AREA, AND SETTING UP AND BREAKING DOWN OF OUR EQUIPMENT

Please notify us well in advance of your venue contact details. And: The name of the person(s) responsible who we can liaise with for access, opening /closing times, directions to where we are actually to set up, and any other requirements during the time we are there.

We require <u>clear access</u> in <u>good time</u>, <u>well before your event starts</u> (see setting up and breaking down times below)- to a suitable and safe area within the venue for moving in setting up and operating our equipment, including a clean, non-slip, stable floor area. See section 5 –health and safety.

You specifically agree to allow ample time for the setting up and breaking down of our equipment, including safe and easy access to the area where we are performing.

- If your event involves having prior proceedings (such as a wedding breakfast), in <u>the same room</u> where we are performing, this WILL mean that:
- We will have to arrive at the venue earlier to setup our equipment before you or your guests arrive so
  that we do not interfere with your proceedings, also so there is no health and safety risk whilst
  carrying heavy equipment etc. especially where children are about (such as with weddings for
  example).

That is: we will not be able to transport equipment and setup etc. whilst you and your guests are conducting proceedings in the same room/area.

• If we do have to arrive earlier to do this – there will be an extra charge to cover the additional time we spend at your event.

For this reason – we do ask on the booking form for clear instructions on exactly where we are performing - and - is there alternative access to the performing area that does not intrude upon you and your guests.

You also agree to inform us if the area where we play is located on a floor other than the ground floor, (in which case the time taken to setup and break down may be considerably longer)

#### Please note: We prefer to perform at ground level!

We find that performing on a stage (unless fairly low height says 18 inches max), does not work for our act -as we do like to be able to work /interact with the audience at "eye level" for best results! A lot of venues have stages that are temporary structures that are erected for each performance. If this is the case – ask your venue not to erect the stage.

The construction of this area must be capable of safely supporting the combined weight of our equipment and us.

The minimum area we need to set up in (to fit stage lighting gantry and backdrop curtain is: <u>4M wide by 2M deep</u>

You agree to allow time for the setting up and breaking down of our equipment, including easy access to the area where we are performing.

To setup our equipment and conduct sound checks takes a minimum of: 1 ½ hours to 2 hours

To break down, and pack away the equipment takes up to: 60 -90 minutes.

 Please make sure you are aware of, and advise us of, any special requirements that your venue is imposing regarding access times etc.
 Please also advise us of the name(s) of the persons responsible at your venue for controlling access and general advice on where we are performing

• <u>Please advise us if we must vacate the premises by a certain time</u>.

We have had instances where venue management have informed us (and our client!) very late in the evening that the hall/rooms have to be vacated by, for example midnight etc. This then leaves little time for us to bring the event to a satisfactory conclusion, and little, if no time at all, to break down and pack our equipment.

So it is essential we know in advance about any special timings etc.

There is a section on the booking form to note this, also a "general notes section" where you can add any other relevant details.

#### 6. HEALTH AND SAFETY

You agree that venue risk assessments, and the safety of the venue for use by us and others is your responsibility.

#### <u>We have our own public liability insurance (PLI) – which places specific responsibility upon us to ensure</u> that everyone is aware of – and abides by - any health and safety instructions and procedures.

Our PLI also places a responsibility upon us to ensure that we provide and maintain a safe environment. This is particularly important whilst we are transporting equipment, setting up and breaking down – especially if there are children about.

For the same reasons –we cannot allow anyone on our stage area unless specifically invited by us – for example – during a Karaoke session.

It is also your responsibility to notify us of any safety procedures we need to adhere to prior to us entering the Venue

#### 7. Electrical supplies

It is your responsibility to ensure that:

The electrical installation of the Venue complies with the requirements of BS7671 2008, in terms of its installation, maintenance, and requirements for periodic testing.

Any electrical equipment supplied by you for our use within the venue such as lighting or amplification equipment etc. is also tested in accordance with the code of practice for "the in service inspection and testing of electrical equipment" / electricity at work regulations and all relevant national standards.

We require a single phase supply of capacity not exceeding 3Kw. This supply must incorporate a separate Residual Current Device with a trip current of 30mA. This supply may terminate in a BS1363 double or single socket, or IEC 60309 circular 16A socket. In either case the RCD must be easily accessible so it can easily be reset in the case of a trip.

<u>Please also the following section (7) regarding "sound limiters" and how they interrupt electrical supply</u> to stage power sockets.

We MUST be informed WELL IN ADVANCE if your venue uses sound limiters – as uncontrolled interruption of mains power to expensive sound and stage equipment can cause serious and expensive damage to our high quality sound and PA equipment.

#### 8. Your choice of venue:

#### SOUND LIMITERS

#### **Please DO READ THIS**

#### If there is ONE thing about your venue that can RUIN your day – THIS IS IT!

#### We MUST be informed well in advance if your choice of venue uses sound limiters.

#### It is vitally important that you understand the implications of "Sound limiters", **BEFORE YOU BOOK YOUR VENUE** - so you get, and we provide: "The successful and professional performance that you truly deserve"!

#### Please also see section 18: INTERRUPTION SUSPENSION or DELAY OF PERFORMANCE

#### 8.1 Sound limiters – what are they? and why they can seriously degrade our performance

Some venues have installed "sound" limiters, usually in response to complaints from neighbours etc. about excessive noise. (or more correctly – what is "perceived" as excessive noise)

In our experience, ALL the venues we've played at that have had these devices fitted were NOT really suitable for live music or disco use. These venues might be Ok for meetings and gatherings where music might be played alongside presentations/ business meetings / informal meetings, or a video etc., but NOT for live music or disco at a party!

Sound limiters are electronic devices that "listen" to the sound level – and if it exceeds a certain level, then: **POWER TO THE STAGE IS CUT OFF.** 

## Not Good if that happens during your first wedding dance song or other special part of the performance, and it makes us look unprofessional because most people will assume it's our equipment that's failed!

Most sound limiters are a small box containing sound monitoring circuitry with a traffic light display showing the sound level.

They are usually mounted on a wall opposite or near the stage where they can (but NOT ALWAYS!) be seen by the performers.

The traffic light display is Green: OK, Amber: Getting a "bit loud", and Red: "too loud" – and this usually also switches on another "warning" lamp (usually a bigger Yellow lamp like the emergency vehicles use!) – and then if this level continues for more than a few seconds – the power to the stage is cut off – and then: **NOTHING.** Silence!

<u>An important point to understand here is "dynamic range".</u> When a live band plays, then a vocalist for example might sing certain notes much "louder" – particularly if it's a song with "passion" – and so .... for this "brief" period of time – the Sound limiter detects this brief "loud passage" – and might cut out the power to the stage - BUT: - the AVERAGE sound level will still be quite low!!

So what this means in practice is: - performers/musicians can't really sing or play with true passion or feeling! and also: Can't realistically be expected to watch the sound limiter like demented hawks "just in case" during a performance either!

AND.... IN FACT – We have had cheering from the crowd itself trip the device!

#### <u>As we say - NOT good in any way – and makes us look unprofessional as people think it's our equipment</u> <u>that's gone "phut" and – IT'S EVEN WORSE FOR YOU - if it happens on your first wedding dance or other</u> <u>vitally important part of the proceedings!</u>

Whilst we are in agreement with Health and safety issues regarding sound level (and its effect upon the human ear when subjected to TRULY EXCESSIVE sound levels), it has been our experience that: in <u>ALL cases</u> <u>where we have played</u>, the trip level of these devices was set <u>FAR TOO LOW</u> for any decent Live Music or Disco performance

#### What this means to you is that:

You've booked a live band that wants to play with true "feeling" and "compassion" and ... WE CAN'T DO THIS if we are having to watch a "traffic light display" all night worrying if we are going to be cut off, or worse still – the management of the venue REFUSING to let the entertainment carry on if the device trips!!

 Also this means that: "uncontrolled external interruption of the mains supply to Audio, PA equipment (mixers, power amplifiers etc.) can cause SERIOUS DAMAGE to equipment, and DESTROY Loudspeakers"

This is because the "in built mains power "on/off" switches on our equipment" are designed to "Power up" and "Power down" equipment in a controlled manner. BUT. if the power is interrupted externally – then no such control is maintained and serious damage can result – costing several £100's if not £1000s to put right – at our expense!

## So to summarise – We MUST be informed well in advance if your venue uses such devices, so we can assess their impact.

In our experience, all venues we've played at using these devices weren't really suitable for a Party anyway!! so it's best to avoid booking these venues if at all possible!

#### 9. Our Equipment – Electrical Testing and Safe use

All our equipment is regularly tested for electrical Safety in compliance with current national requirements It is carried out by qualified, competent and trained operatives.

This ensures our safety, and others who can be reasonably be expected to use (such as installation personnel or sound crew etc. i.e. experienced and trained in the use of) our equipment

However, we shall not be held liable for any injury or damage arising from tampering with, or attempted use of our equipment by others not authorised or given permission by us to touch, move, or attempt to operate our equipment.

Also – regarding safe use of equipment, please see previous section (8) regarding "Sound limiters"

#### 10. Safe Conduct of Personnel -

The conduct of your clients, staff, and guests is your responsibility.

If, during the event, we consider that a threat or danger to either our equipment, or ourselves exists, which can be indicated verbally or physically, we reserve the right to terminate the contract without further notice.

#### You will remain liable for "The full fee for our performance" should this occur. NO refunds will be made

### 11. Confirmation of Booking: DEPOSIT.

To confirm a booking for private performances we require you to complete our booking form and pay deposit of £100.00 within 10 days of the date of issue of our booking form. (please note additional requirements for booking special dates as set out below)

#### This Deposit is non-refundable – please see below

#### For the avoidance of doubt

Until your deposit is received by us in full – <u>your booking is provisional only – and we do reserve the right</u> to pass your date to another client if your deposit is not received by us within 10 days from the date of issue of our booking form.

<u>Also – once you have paid your deposit – because it secures your date against all other enquiries we may</u> <u>receive for the same date - and to cover our administration and considerable overhead costs – we cannot</u> <u>refund your deposit, or stage payments as shown in section 12 below</u>

#### ALSO PLEASE NOTE:

Your payment of the deposit means you accept these terms and conditions in full.

Our final invoice to you on completion of our performance will show this deposit and any other advance payments as a pre-paid amount deducted from the total amount payable.

12. Payment of Balance of agreed fee.12.1 We will invoice you 50% of the agreed fee 6 months before your event date.This payment is NON REFUNDABLE.

12.2 In the case of your event date being booked less than 6 months of your event date we will ask for 50% payment 3 months (or less than 3 months if booked less than 3 months in advance) prior to your event. The balance is payable as in 12.3 below

**12.3** We require FULL payment of the outstanding balance of the agreed fee <u>NO LATER than 30 days</u> before the date of your event.

In the event that payment cannot be made within 30 days: for example: late/ "last minute" bookings:

WE MUST HAVE FULL payment by Bank Transfer or CASH AS SOON AS POSSIBLE BEFORE THE DAY OF YOUR EVENT AND <u>BEFORE ANY PERFORMANCE COMMENCES.</u> There are NO EXCEPTIONS TO THIS.

#### For the avoidance of any doubt:

# NO PERFORMACE WILL COMMENCE, (OR ANY RECORDED MUSIC PLAYED) UNTIL PAYMENT IS MADE IN FULL. THERE ARE NO EXCEPTIONS TO THIS

#### 13. Booking Crystal Tones for special dates /occasions

Where booking Crystal Tones for special dates such as those listed below, we require a deposit of 25% of the agreed fee, AND a 50% non-refundable payment 6 months before the date of your event The remaining 25% balance must be paid 30 days before your event

We will issue you a final invoice in good time to advise you on when to make this payment New year's eve (Dec/Jan) Valentine's day (Feb) Mother's day/mothering Sunday (mar) Easter (Mar – April) Queen's Birthday (21<sup>st</sup> Apr) Good Friday (Mar- Apr) St George's day (23<sup>rd</sup> Apr) May day (May) Late summer bank holiday (Aug) Harvest festival (Sept) Halloween (Oct) Bonfire night (Nov) Remembrance day (Nov) Christmas eve (Dec) Christmas day (Dec)

Other special "declared" days like Jubilee celebrations etc.

Boxing day (Dec)

#### 14. PERFORMANCE – Choices of songs, Length of time we play, and sound levels

Unless otherwise agreed our performance will normally be three 35-45 minute sets or two 1hour sets. Each set will be separated by a break of up to 15-20 minutes, depending upon yours and your Audience requirement. We can provide recorded background music / DJ facilities during these breaks if you require. The remaining time for your event will be covered by our full Disco facility

#### Songs we play "on the night"

Although we welcome you to make choices regarding the songs we sing live, and those we play on the disco section, we would like to point out that:

#### We cannot guarantee playing all of the songs you requested. (please also see section 16)

When we are performing "on the night" – we will use our discretion on what song(s) to play "next" in order to respond to audience participation - to keep the dance floor full and keep your audience "happy"! In other words – having a successful performance for a typical audience, usually of wide age ranges such as you'll find at weddings – requires from us an element of "reading the audience" -and knowing what songs "work" for various parts of the event.

We are sure you've all seen the effect of a Band or DJ playing an inappropriate song – and emptying the dance floor as a result, and we do try to avoid this! It's not easy playing to an empty dance floor or room! <u>We do</u> want you to have a successful night – and so we will do our best to combine your choice of songs for best audience enjoyment – with our experience of "reading your audience"

#### Choosing songs, we play:

We have an extensive live song list, and also an extensive disco catalogue.

You are welcome to choose songs we play live from our song list, and we also will look at new songs for you, such as, for example: a song "special to you" for your first wedding dance.

For new songs such as these, we ask for at least 12 weeks' notice to rehearse. If we cannot perform a song for any reason (such as out of our vocal range, or a genre we don't normally perform – we will let you know

You are also welcome to choose a personalised playlist for any disco section we provide. If there are songs we don't have on our disco catalogue – we will obtain them prior to your event.

If your venue has good wi-fi internet access – we can also stream "on the night" requests live via our professional DJ software for any "unusual" songs that we don't have in our collection.

#### If you want us to play for longer:

If additional performance time above that agreed is required, this shall be at our sole discretion. Our additional fee for providing extra time will be agreed at the time

#### Sound Levels:

During our performance, it can be difficult for us to ascertain whether our sound levels are adequate. We do welcome feedback from you if the sound level is either too high or too low. We do want to provide an enjoyable performance. <u>Please also see section 8 "sound limiters"</u>

#### **15. CANCELLATION CHARGES**

#### "Late" Cancellation of Booking by You for "standard dates".

#### (Applies to all classes of client, including Public houses)

We do reserve / "book" dates well in advance (on average at least 9-15 months ahead) for all our clients, and so a "late" cancellation does, we are afraid, in our long experience, represent to us a serious potential loss of business income.

 As already mentioned in section 3, we do operate as a fully registered business with quite heavy overheads, with only modest "rewards" <u>– so we do have to be very strict about cancellation fees.</u>
 <u>We hope you understand this</u> Because dates are specifically reserved for you once we have received a deposit; we also of course

regularly turn down requests from clients who want to book us for dates thus already reserved!

- If you **decide to cancel a booking**, then a cancellation fee expressed as a percentage of the TOTAL agreed fee will be due as shown below.
- \* 6 Months or less notice: 50% of agreed fee (Advance payment already made at 6months)
- \* 60-30 days: 75% of agreed fee
- \* 30 days or less notice 100% of agreed fee.

#### **Please note:**

Deposits are non-refundable and 6 month interim payments are NON REFUNDABLE

16. CANCELLATION BY "YOU" FOR SPECIAL DATES. (this clause applies to all classes of client including public houses)

For special dates, such as those listed below, (as described in clause 13 "booking Crystal Tones" for special occasions),

We require payment final payment not less than 30 days in advance of the date of your event. We will issue you a final invoice in good time to advise you when to make this payment

PLEASE NOTE: THIS PAYMENT "30 days in advance" IS: NON REFUNDABLE.

Because of enhanced fees applicable for performing on "special dates" – we ask for enhanced cancellation fees to assist in defraying our considerable marketing costs in trying to find a replacement booking for "special dates" should you cancel.

Cancellation fees when booking Crystal Tones for "special dates such as listed overleaf"

Cancellation fee for cancelling 6months or less	=
Cancellation fee for cancelling between 6months and9 months	=
Cancellation fee for cancelling within 9 months or greater	=

- 100% of agreed fee
- 25% of agreed fee

New year's eve (Dec/Jan) Valentine's day (Feb) Mother's day/mothering Sunday (mar) Easter (Mar – April) Queen's Birthday (21<sup>st</sup> Apr) Good Friday (Mar-Apr) St George's day (Apr) May day (May) Late summer bank holiday (Aug)

Harvest Festival (Sept) Halloween (Oct) Bonfire night (Nov) Remembrance day (Nov) Christmas eve (Dec) Christmas day (Dec) Boxing day (Dec)

etc.

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Other special "declared" days such as: Jubilee celebrations

- = 50% of agreed fee =

#### 16. On the night cancellation / content of performance

You agree that you have booked Crystal Tones on the basis of ascertaining that our performance / style of music / quality of presentation is what you wanted.

This will have been ascertained by you from:

Our Demo CD, s supplied to you, listening to our demo tracks on our website, or you or your representatives seeing us live at other events -and the information you supplied to us on our booking form -and that you are comfortable with booking us based upon past reviews and terstimonials.

This leads to two possible outcomes:

1. IF you decide that our performance **during the event** is not want you required, and ask us to stop playing, then our FULL fee will STILL apply.

2. If you decide – **subsequent to our performance** – that the performance was not what you wanted, or did not meet with your expectation – **our FULL fee will still apply.** 

These clauses are included because, for example:

We have had experiences where "the client" had decided upon certain procedures and musical content during their event - (including booking other artists that conflicted with our performance) - despite taking advice from us as to "what will work and what won't"

And then: "on the night" we find, (from long experience) that "it hasn't worked!"

However:

We do spend a lot of time with clients prior to the event going through timings, live song lists / disco playlists and other relevant information to make sure everything is covered.

(these points are all covered on our booking form – and are there to help you and us - to make sure your event runs smoothly and is a success.)

HOWEVER – as is often the case - "on the night" - it is really down to "reading the audience" – and the exact choice of songs " to keep the audience happy / on the dance floor" needs to be somewhat "fluid".

For This reason <u>we may not play ALL of the songs you have chosen</u> – not least because: often clients will choose too many songs – so there isn't actually time to play them all anyway ! (average length of a song is cc 3-4 minutes including narrative in between / audience contact / feedback etc. .)

So – for the avoidance of Doubt:

We reserve the right to vary the content of our act to respond to audience requirement. We will however try to keep to your choice of songs / playlists as best as we can!

# (Note: You will already have made FULL payment BEFORE our performance commences in compliance with clauses 11 / 12)

#### 17. CANCELLATION BY Crystal Tones / providing alternative acts.

It is a fundamental principle held by CRYSTAL TONES that We NEVER like to, - or want to - let our customers/Audiences down. That is – we will only cancel an event for an extreme reason, such as ill Health, (. i.e. bad colds /flu which can prevent us from singing or otherwise seriously affect our vocal performance), Extreme weather conditions, Accidents or other events that are beyond our control.

#### We WANT to be there to entertain you!

We will try of course to give as much notice as possible if such an event occurs, and we will make every endeavour to :

\*Continue to provide our service using: <u>A stand in – or "deputy" singer if only ONE of us</u> is ill -or – if one of us cannot perform for reasons beyond our control.

As is common in the entertainment industry (such as one finds in theatrical production for example) – artists have "a deputy or understudy performer" who can take over "immediately" if required. Since Crystal Tones do not sing together – we can and do also operate in this way and so we do work with other performers so that:

If one of us cannot perform – we can continue with a "deputy "artist who is already "up to speed" in the way we work. We do reserve the right to provide this facility which we consider as fulfilling our contractual obligation. (that is: in the case of providing a deputy - we have provided the service to you - at the fee agreed)

\*offer an alternative date,

\*<u>or try to find</u> another suitable band to take our place.

We do have several contacts with duo bands similar to ourselves, and agencies that we can contact on your behalf to secure a suitable replacement, if we cannot play for you.

# However: we reserve the right to cancel for such reasons of circumstances beyond our control and you agree that if this cancellation occurs: <u>We will not be liable for any of your subsequent or consequential</u> <u>losses.</u>

In the unlikely event that we cancel - we will refund your deposit, and any other advance fees you have paid to us for your event immediately.

#### For the avoidance of doubt:

In the unlikely event we have to cancel – our liability is restricted to repaying you any advance fees you have paid us. We will not be liable for anything else.

#### **18. INTERRUPTION SUSPENSION or DELAY OF PERFORMANCE**

The Full performance fee is liable if:

The performance is delayed, suspended or otherwise interrupted due to events beyond our control, such as: (but not limited to):

\* Power failure, \* Equipment failure, \* your Staff absence, \* smoke detector activation, \* Noise limiter or sound limiter activation, \* Intervention by Fire Brigade, Police or other public authority or \* licensing/certification problems.

#### **19. PUBLICITY – ADVERTISING DATE AND TIME OF PERFORMANCE**

Once the date of the Event is agreed, unless there is insufficient time to practically do so – where appropriate, we will send you posters advertising our performance. We normally send these within 4 weeks of the performance date. These can be sent in soft format by email such as a PDF document, or by hard copy.

#### **20. ADVERTISING**

You agree that it is your sole responsibility to advertise the event.

However, we will include the event on our website (if appropriate) once the event is confirmed (booked). We will also publicise it on social networking websites such as Face book and Twitter.

#### 21. INDEMNITY – Theft or Damage to our equipment whilst it is on "your premises" / "Your Venue".

Should any damage, loss, theft, or confiscation of our equipment occur whilst our equipment is at your premises, you agree that you will fully indemnify us should such loss arise from any act or omission on your part or, your failure to comply with these terms and conditions.

#### 22. Compliance with these Terms and Conditions

Your payment of a deposit, and subsequent confirmation of the booking by us is confirmation that you agree to abide by these terms and conditions in full