



## **BOOKING TERMS & CONDITIONS**

**THANK YOU FOR YOUR BOOKING OUR BAND AcSiA. PLEASE TAKE THE TIME AND CONSIDERATION TO READ THROUGH THE FOLLOWING POINTS TO AVOID ANY MISUNDERSTANDINGS AND DISAPOINTMENT FOR YOUR EVENT. PLEASE SIGN AND DATE OUR COPY AND RETURN IT ALONG WITH YOUR DEPOSIT PAYMENT.**

### **1. Confirming the booking**

**1.1 All bookings take effect immediately upon acceptance of the booking by BOTH the Client and the Artist, whether orally, electronically or in writing ("Confirmation").**

**1.2 The fact that a Contract has not been signed or returned is not sufficient to invalidate the booking or acceptance of these terms.**

**2. Paying a booking deposit for your event or function is a 100% binding guarantee of the contract and reservation of your function date.**

**3. Any provisional bookings will become void if we do not receive a deposit within 14 days or a time mutually agreed between AcSiA and the customer.**

### **4. Cancellations by the Client**

**THE CLIENT'S ATTENTION IS DRAWN SPECIFICALLY TO THIS CLAUSE.Cancellation by the Client:**

**4.1 The Client shall have the right to terminate this Contract only in the case of a Force Majeure Event (as defined by clause 20) provided that the Client informs the Agent as soon as reasonably practicable on becoming aware of the Force Majeure Event. It is the Client's responsibility to ensure the Agent receives and acknowledges their cancellation request.**

**4.2 The Agent shall notify the Artist of the cancellation as soon as reasonably practicable after being informed by the Client.**

**4.3 Where the Client has terminated (or is deemed to have terminated) the Contract the Artist shall use all reasonable endeavours to secure an alternative booking on the Event Date either with the Agent or another agency that the Artist uses.**

**4.4 If the Client does not cancel a Contract in accordance with clause 5.1 or for any reason other than a Force Majeure Event the Client shall be liable to pay a cancellation fee, in addition to loss of the Deposit, calculated as follows:**

**4.4.1 You may cancel this booking without penalty within 48 hours after confirming the booking, as long as the event date is more than 7 days in the future. Otherwise the following fees will be due:**

<b>Cancellation up to 90 days before Event</b>	<b>50% of Balance</b>
<b>Cancellation up to 61 days before Event</b>	<b>75% of Balance</b>
<b>Cancellation 60 days before Event</b>	<b>100% of Balance</b>

**4.4.2 Where the Artist has secured an alternative booking the Fee from which the cancellation fee is calculated shall be reduced by the amount of the fee (being in respect of the performance only) from the new booking.**

**4.5 All cancellation fees shall be paid to the Artist within 14 days of the Event Date.**

**4.6 It is the Client's responsibility to ensure their venue at the Event Address can accommodate the Artist and non-performance of this Contract by Artist due to venue restrictions shall result in the Client being liable to pay the Total Costs.**

**4.7 Booking deposits will not be refunded under any circumstances.**

**5. The client / hirer are responsible for any damage to our equipment caused by any person at your event. You will be charged for the full cost of any repairs, or replacements required. You will be advised of any damage as soon as it is caused.**

6. We do not tolerate violent, aggressive or abusive behaviour from anyone under any circumstances. We also reserve the right to terminate our services at any time that we feel our personal safety is under threat. You will be advised of any problems that we may have in this respect with any of your guests.

7. We need a minimum of one hour to enter a venue and set up prior to the start time and also a similar time allowance at the end of the night to pack up.

8. If you are booking other entertainment as well as hiring AcSiA, please consider the amount of space available and where you are going to put the band. We require at least 5m x 4m to play on. Speaker location is usually best if it is no greater than 10 metres either side from the position of the gig.

9. We reserve the right to refuse to continue any event prior to the start should there be insufficient floor space which would not allow the audio equipment to be assembled safely.

10. It is the customer's responsibility to ensure equipment booked is suitable for use at the event venue. No refunds, part of full, will be given for non-use of specific equipment that cannot be used due to any venue restrictions imposed. Not all band equipment is designed to fit through narrow doorways and/ or up staircases. It is the customer's responsibility to inform us of any access restrictions that may impede set up or restrict equipment use.

11. Only staff employed by us may operate our equipment. Under no circumstances may unauthorised personnel tamper, move or attempt to use equipment owned by ourselves. We cannot accept responsibility for damage to property, or injury to persons caused directly by third party intervention.

12. All band equipment that is used is checked prior to arrival and has been fully tested for safety by a qualified electrical engineer. If we are linking our equipment within a fixed in-house audio system, we reserve the right to refuse to do so if the equipment is considered to be unsafe or liable to cause damage to any component linked to it.

13. It is the responsibility of the hirer to make sure that there is an adequate provision of electrical power within ten metres of our set-up point. We require a minimum of 4 x 13amp outlets dedicated purely for our equipment (not in the form of an extension lead). Any damage caused to our equipment by an inadequate power supply or power interruption is the responsibility of the hirer.

14. The hirer/client is fully responsible for any damage caused to the equipment caused by the use of noise limiters and the subsequent cut off and reintroduction of power without our consultation. Please bear in mind that premises with these noise limiters can affect volume levels and may cause numerous interruptions to which we cannot be held responsible for, as they can be extremely sensitive.

15. All bookings should be taken on the understanding that the venue is in possession of the necessary entertainment licenses. We are not responsible if the venue is found to be in breach of the terms of their license.

16. The band and their assistants will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the Management's requests as to volume, sitting of equipment and, or any other reasonable requests.

17. We will not be liable for non-fulfilment of this contract by the venue management, although every reasonable precaution will have been taken. In the event of the client seeking compensation, we will not be liable under any such claim, and we will only be liable for a sum up to and not exceeding the contracted amount. We reserve the right to alter any or all of the above at any time. E & OE.

18. Light refreshments are to be made available FOC for the band during the event along with a room for changing in, storing belongings and taking breaks.

19. Delayed event schedules and late finish fees - If due to the late running of or alterations to the event schedule which is no fault of the 'band', the 'band' is not able to perform their full performance time within the schedule outlined in this contract, there will be no reduction in the 'bands' fee. If the event runs late and the 'band' is asked and agrees to finish later than the finish time in the booking contract, and the 'band' does not agree an additional surcharge, then the following standard 'late finish' fees will be charged: 10% of the total balance due per ½ hour over run, payable on the day of the event by the 'client' to the 'band' in cash or by cheque. The 'band' has the right to refuse to finish later than the contracted finish time without penalty.

20. A "Force Majeure Event" occurs where a party are unable to comply with its obligations under this Contract for a reason outside of its control (such as war, fire, death, illness or other incapacity 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) and which is not attributable to any act or failure to take preventive action by the Artist or Client.

THANK YOU



Event Date: .....

Venue: .....

Customer Signature:

Sign:.....

Print Name.....

Date:.....

**Payment details:**

- A. Cheque Deposit made out to A. Stickels and sent to: A.STICKELS – 10 SUNNYDALE ROAD, HINCKLEY, LEICESTERSHIRE, LE10 0PB
- B. Bank Transfer: Sort code 40-11-00 Acc no. 40490202 . A.Stickels HSBC
- C. PayPal payment sent to [sticks@acsia.co.uk](mailto:sticks@acsia.co.uk) as friends and family.
- D. Other methods can be discussed prior event.