



Artist Terms & Conditions

If you do not understand any part of these 'Terms and Conditions' please call CAE Agency or seek legal advice prior to agreeing to them.

Once a booking has been confirmed with yourself the 'artist' VERBALLY, ELECTRONICALLY or in WRITING, you will be subject to this legally binding contract consisting these following non-negotiable 'Terms and Conditions'.

Clause 1: Definition

The following definitions refer to the 'Contract' and these 'Terms and Conditions'. CAE Agency, is the 'agent', and acts as negotiator between the 'client' and 'artist'. Therefore, the 'agent' acts as an employment agency and is not a party to the resulting booking agreement itself. 'The booking website' refers to www.CAE-agency.com

Clause 2: The Booking Process

A booking will be requested by the 'client' based on the unavailability of the 'artist' shown on 'the booking website' (See 'Clause 6: Artists Responsibility').

Once the booking has been confirmed by the 'agent' with the 'client', the 'agent' will email the 'artist' confirming the dates, times, location and any other details agreed. This should be checked by the 'artist' and they must respond to the 'agent' immediately should there be any conflict or unforeseen circumstances.

The booking details may be modified with agreement from all parties concerned. However, alterations should be notified to the 'agent' who will continue to act as negotiator in advance of the event.

Where necessary the booking details may be altered and a new email will be sent for confirmation to all parties.

Clause 3: Payment for Booking

Once booking has been completed, the 'agent' will generate an invoice for the 'artist' using 'the booking website'.

All bookings for each respective month shall be compiled into one invoice and paid on the 7th of the following month. Should the 7th fall on a weekend, payment will then be made on the next working day.

The 'agent' will then make payment to the 'artist' via BACs or cheque unless an alternative payment method has been agreed prior to the invoice being generated by the 'agent'.

Invoices are stored on the website indefinitely and can be downloaded and used for the 'artist's own tax records.

Clause 4: Expenses

In the rare occasion that the 'client' has agreed to cover additional expenses (i.e. accommodation, travel, etc.) this will be stated in the initial booking email and should be itemised in the 'artists' invoice. This is provided receipts and invoices have been forwarded to the 'client' by the 'artist' in a reasonable time, unless otherwise agreed by the 'agent'.

Under no circumstance should the 'artist' assume that any expenses will be paid to them in addition to the fee set out in the original booking email.

Clause 5: Client Responsibilities

The 'client' must ensure that the performance venue is able to provide a safe source of power, a safe performance area, and that they can accommodate the performance of the 'artist' by possessing appropriate licenses and no inhibiting noise limiters. If non-performance or a below par performance results due to venue restrictions, the 'client' will still be liable for the total fees.

The 'client' should ensure these requirements are investigated prior to the confirmation of any booking and any relevant information disclosed to the 'agent'.

Unless given express permission, 'artist' equipment and instruments are not available for use by any other person.

The required elements within 'Clause 5: Client Responsibilities' must be provided by the 'client' at their own expense and if not supplied may be considered a breach of contract. Provisions outlined in 'Clause 5: Client Responsibilities' are negotiable between the 'client' and 'artist' via the 'agent', but any modifications should be written into the booking email specifically.

Clause 6: Artist Responsibilities

The 'artist' will perform for the 'client' to their highest standard and in the manner in which they have represented themselves to the 'agent' via promotional material.

Unless specifically outlined in the 'Contract', the 'artist' should provide the relevant equipment in order to carry out the performance. The 'artist' is responsible for the good working order and safety of their own equipment. This should be reflected by acts using electrical equipment having it PAT tested annually. In addition, the 'artist' should undertake Public Liability Insurance (to a minimum of £1,000,000 cover). **The 'artist' is fully responsible for these matters.**

The fee outlined in the booking email and provided to the 'artist' is fully inclusive and not subject to change. In addition, the 'artist' is not employed by the 'agent' and is therefore responsible for their own accounting and legal contributions.

The 'artist' shall not drink alcohol before, during or after their performance. In addition, the 'artist' will not use illegal drugs on the day of the event or at the venue itself in any capacity. The 'artist' should be aptly attired for their performance in line with agreements made with the 'client' prior to the event, and they should remain courteous with the 'client', guests and employees of the venue. The 'artist' will not act in any manner that is deemed damaging to the reputation of themselves, the 'agent', or the 'client'.

It is the responsibility of the 'artist' to ensure that upon agreeing to the booking email they are under no obligation to another party in a manner that may interfere with this booking.

The 'artist' is solely responsible for maintaining their own unavailability on 'the booking website', failure to regularly maintain their unavailability may result in the 'artist' being removed from the website and hence not able to be booked by the 'client's'.

'Artist's will receive an email between the 2nd and the 5th of the month confirming that their previous months invoice is available for viewing on 'the booking website'. It is the 'artist's responsibility to check their own invoices against their months work and contact the 'agent' before the 7th should there be any discrepancies.

Clause 7: Complaints

In the event of a dispute or complaint from the 'artist' regarding the 'client', the issue must be put in writing and forwarded to the 'agent' within 28 days. The 'agent' will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved, or an agreement reached, then the 'client' and 'artist' should seek legal advice. The 'agent' is not responsible for the 'client' or 'artist' and their failures but will attempt to settle all disputes swiftly and satisfactorily.

Complaints arising from arrangements made between the 'client' and the 'artist' but without consultation of the 'agent' should be settled between the 'client' and the 'artist' exclusively.

Clause 8: Cancellations

Cancellation by either party is not allowed except where 'Clause 11: Force Majeure' applies or where the 'client' and 'artist' mutually agree to cancel the booking (details must be provided to the 'agent').

Both parties agree that in the event of a cancellation the 'agent' must be informed immediately. Where an 'artist' cancels, the 'agent' will inform the 'client' and begin the process of sourcing a suitable alternative.

Clause 9: Performance Schedule Changes

If the timings of the event are overrunning due to no fault of the 'artist', the 'artist' is under no obligation to finish later than the time specified in the booking email and will still earn full payment. If an 'artist' has been asked and agrees to perform for longer than the time outlined in the booking email (i.e. extend a 45 minute performance to 60 minutes), a satisfactory additional surcharge should be agreed between both parties. The extra payment agreed should be paid to the 'artist' on the day of the event. However, the 'artist' is under no obligation to extend their performance should they not wish to.

Clause 10: Use of Alternative or ('Deputy' or 'Dep') Performers

Wherever possible the 'artist' should utilise the line-up as represented to the 'agent' and 'client', unless the need arises to substitute a performer due to unforeseen circumstances. The 'artist' will have 'Dep' performers 'on-call' to cover all eventualities and reserves the right to use one or more of these should the need arise. The 'artist' agrees that any 'Dep' performers utilised will have equivalent ability and represent the 'artist' to the customary manner in which the 'artist' has portrayed themselves to the 'agent' and 'client'.

If a suitable 'Dep' performer is available, the 'artist' will utilise them rather than cancel the booking. A reduction in fee for the use of a 'Dep' performer is not applicable and neither does it constitute grounds for cancellation unless the 'artist' being replaced is of significant celebrity.

On occasion, band line-ups may be subject to change and this may occur without notice unless the band is of significant celebrity.

In any 'Dep' situation the 'agent' must be notified immediately.

Should the 'artist' not have a 'Dep' available when required then the 'agent' must be informed immediately.

Clause 11: Force Majeure

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law.

Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven then the cancellation fees outlined in 'Clause 8: Cancellations' shall be unenforceable.

Clause 12: Miscellaneous Provisions

For a period of 12 months from the date of the event the 'artist' must negotiate any additional bookings of the 'client' with the 'agent'.
Where this does not occur and the 'artist' attempts to exclude the 'agent', they shall be removed from the 'agents' roster and remain liable for commission against any successful future bookings.

Clause 13: Equipment Hire

Equipment may be hired from CAE Agency by the Artist and will be charged dependent on equipment needed and the term of hire to be mutually agreed prior to booking.