

Terms & Conditions

Any booking whether been confirmed VERBALLY, ELECTRONICALLY or in WRITING will be subject to a legally binding contract carrying the following non-negotiable 'Terms and Conditions'

1. Definitions:

Messy Knot Entertainment is the 'agent' and as such negotiates between the 'client' and the 'artist'. In this respect, the 'agent' acts as an employment agency in issuing contracts and is not party to the resulting 'booking contract' itself. Therefore the 'agent' cannot be held responsible for non-fulfillment of bookings, non-payment of fees, or breach of any such contract.

2. Booking Confirmation:

Once the booking has been confirmed by the 'artist' and the 'client', the 'agent' shall issue the 'client' with a 'Booking Contract' for signature.

Confirmation:

'Confirmation' will mean any verbal, electronic or written acceptance of this booking by both the 'client' and the 'artist'

All bookings take effect immediately upon 'confirmation'.

Non-signature or non-return of the 'Booking Contract' does not terminate the agreement.

The 'Booking Contract' should be checked, signed and returned to the 'agent' within 7 days. The 'artist' shall also then be issued a 'Booking Contract' for signature and return it within 7 days. Both copies of the 'Booking Contract' will be filed by the 'agent'.

3. Changes to Contract:

The 'Booking Contract' may be changed by agreement from all parties concerned (particularly the 'client' and 'artist'). All changes to the contract should be notified to the 'agent' who will continue to act as negotiator in advance of the event.

4. Payment of Fees

The booking deposit is non-refundable and is due along with the 'Booking Contract' for signature within 7 days of issue. The deposit can be paid by debit/credit card (online or by telephone), BACS transfer or cheque. Full payment details are on clients invoice.

Unless specified otherwise in the 'Booking Contract' the remaining balance should be paid to the 'artist' on the day of the event preferably in cash, but can also be paid by cheque (at the discretion of the 'artist' and prior notification)

5. Cancellations:

Cancellation by either party is not allowed for any reason except circumstances covered by Force Majeure: see 'Clause 12: Force Majeure' or where the 'client' and the 'artist' mutually agree to cancel the booking (this must be provided in writing by both parties to the 'agent') In either event event forfeiture of the booking deposit will result.

Both parties agree that in the event of a cancellation the 'agent' must be informed immediately.

Cancellation by the 'artist':

In the unlikely event that the 'artist' cancels the booking, the 'agent' will inform the client without delay and begin the process of sourcing a suitable replacement artist of a similar standard and style, at no extra cost to the 'client'. In the unlikely event that a suitable replacement artist can not be found in this instance the 'agent' will refund all payments made by the 'client'. Where time allows and the alternate act has been agreed with the 'client' the 'agent' will re-issue the 'Booking Contract' to reflect this. Where time does not allow (for example; on the day of the event itself) and the 'client' is not prepared to accept the replacement 'artist' they must not allow performance, or the full booking fee must be paid to the 'artist'.

If the 'artist' has cancelled a booking for reasons other than the ones outlined in 'Clause 12: Force Majeure' the 'client' may pursue unlimited damages from the 'artist' as they see fit. In this instance, the 'artist' must also pay the 'agent' an administration fee equal to the commission due on the booking (referred to previously as the 'deposit') and this must be paid to Messy Knot Entertainment within 7 days. Additionally, the 'artist' must also reimburse the 'client' for any cost differences between the fee for their performance and any replacement 'artists' arranged by the 'agent'

Cancellation by the 'client':

Messy Knot Entertainment agrees to inform the 'artist' of the cancellation immediately. If the 'client' has cancelled for reasons other than the ones outlined in 'Clause 12: Force Majeure' the following cancellation fees will apply:

Cancellation by the 'client' made within 48 hours of the confirmation will not carry a cancellation fee unless the event date is within the following 7 days in which case the full booking fee will be due.

Cancellation by the 'client' 90 days or more from the event will result in loss of deposit and 50% of the remaining balance will be payable by the 'client' to the 'artist' within 14 days.

Cancellations made by the 'client' within 90 days and up to 61 days of the event will result in a loss of deposit and 75% of the remaining balance will be payable by the 'client' to the 'artist' within 14 days.

Cancellations made by the 'client' within 60 days of the event will result in loss of deposit and 100% of the remaining balance will be payable by the 'client' to the 'artist' within 14 days.

6. Schedule/Performance Changes on the day:

Where possible, changes to the contract schedule which are unavoidable on the day of the event should first be discussed & agreed with the Messy Knot Entertainment agent. Where it is not possible to amend the contract prior to the event, changes should be agreed between the 'artist' and the 'client'.

If the 'artist' has been asked and agrees to perform later than the agreed finish time, longer than the agreed set times specified in the 'Booking Contract' a satisfactory additional surcharge should be agreed between both parties. The extra payment should be payable 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.

7. Re-engagement of the 'artist'

For a period of 12 months from the date of the event the 'client' must negotiate any additional bookings of the artist through Messy Knot Entertainment and not with the 'artist' directly.

That 'artist' agrees not to hand out business cards or any promotional material bearing their personal telephone number and/or address, or any other contact details other than those of Messy Knot Entertainment to the 'client' their guests, staff, venue, or contractors. The 'artist' should instead refer any potential 'client' to contact Messy Knot Entertainment. Where this does not occur and the 'artist' attempts to exclude the 'agent', they shall be removed from Messy Knot Entertainment's roster and invoiced for commission against any resulting work accordingly.

8. Expenses:

If the 'client' has agreed on the 'Booking Contract' to cover additional costs incurred by the 'artist' (such as taxi's, food, rehearsal time, accommodation, flights etc) the 'artist' must provide receipts and an invoice to the 'client' within 60 days after the event.

The 'client' must reimburse expenses to the 'artist' within 28 days of invoice.

9. Client Responsibilities:

The 'client' must ensure that the venue of the performance can provide a safe source of power (for non-acoustic acts) a safe performance area, and possess the appropriate live music licenses. Other considerations such as noise limitations should be mutually agreed between Messy Knot Entertainment and the 'client' prior to booking. Any relevant information should be disclosed to Messy Knot Entertainment. If non-performance results due to venue restrictions, the 'client' will still be liable for cancellation fees as outlined in 'Clause 4: Cancellations'.

9.1 Performance Area

It is the responsibility of the client to ensure that a suitable performance area is provided. This should ideally be a raised stage to distinguish the performance area from the seating/dancing area. The 'artist' can perform without raised staging if necessary. The

space required for performance specific to each artist will be details on the 'Booking Contract'.

9.2 Refreshments:

It is the 'clients' duty to provide adequate refreshments to the 'artist' throughout their stay at the performance venue. The minimum that must be made available is a free unlimited supply of mineral water and soft drinks and a hot meal or buffet for all members of the act and their party. (Hot meal and buffet negotiable for events of less than 3 hours duration, however mineral water and soft drinks should always be provided)

10. Set-up times/ late finishes:

For evening events (performances scheduled to begin 7:30pm or later) artists will arrive 90 minutes before the scheduled time of performance as agreed per the 'Booking Contract', or at any time requested by the 'client' provided this is no earlier than 6pm. This time will be used to set up equipment, sound check (if necessary) and change into performance outfits. If the 'artist' is required to arrive earlier than 6pm, this may be negotiated with Messy Knot Entertainment and additional fees may apply.

For all other events (morning, afternoon, or early evening events scheduled to begin prior to 7:30pm) the 'artist' will arrive on site 90 minutes before the scheduled start time. This will be used to set up equipment, sound check (if necessary) and change into performance outfits. If the 'artist' is required to arrive earlier than 90 minutes prior to the start of the event, this may be negotiated with Messy Knot Entertainment and additional fees may apply.

For evening performances (performances scheduled to start at 7:30pm or later) the 'artist' must finish their performance by midnight. Later performance finishing times may be negotiated with Messy Knot Entertainment and additional fees may apply.

11. Use of Alternative ('Deputy' or 'Dep') Performers

Wherever possible the 'artist' should utilise the line-up as represented to the 'agent' and the 'client', unless otherwise agreed by Messy Knot Entertainment and the 'client' in advance, or if the need arises to substitute a performer due to unforeseen circumstances or illness. 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 used will be of the same standard and professional competence as the performer who is to be replaced, and that the 'dep' will have a good knowledge of the 'artists' repertoire, and represent the 'artist' to the same high standard that is known by Messy Knot Entertainment and expected by the 'client'.

The 'artist' agrees that if the usual group member is ill and a suitable replacement 'Dep' performer is available and that performer can satisfy the conditions of competence outlined above. the 'artist' will use the services of the 'Dep' rather than cancel the booking under the terms of 'Clause 12: Force Majeure'

There will be no reduction on the 'artists' fee for the use of a 'Dep' and neither does it constitute grounds for cancellation unless the 'artist' being replaced is of significant celebrity.

12. Force Majeure

No party shall be liable for any failure to perform its obligations where such failure is the result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster) war, terrorist activities, death, illness or 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 the law.

Any party presenting Force Majeure as a reason to negate liability shall have to prove it and justify that they took preventative action wherever possible to overcome the circumstance. If successfully proven they may cancel the booking without penalty other than the loss of deposit.

11. 'Artists' Equipment:

Unless given specific permission by the 'artist' it is agreed by the 'client' that the 'artists' equipment and instruments are not available for use by any other performers or persons.