



Terms and Conditions

Fool's Paradise Ltd (CRN: 3859585) whose registered office is at 18 Gandy Street, EXETER EX4 3LS ("Agent") has prepared these terms and conditions, for the benefit of all parties.

Any booking whether confirmed verbally, electronically or in writing is a legally binding contract carrying the following non-negotiable terms and conditions. By confirming a booking verbally, electronically or in writing, both 'The Management' and 'The Artiste' agree to be bound by the following non-negotiable terms and conditions, whether or not a written contract has been signed and returned.

1: Definitions

The following definitions refer both to the Contract and these Terms and Conditions.

Fool's Paradise Ltd is the agent, and acts as negotiator between the client and artist. Any performer, company or group of performers obtaining work through Fool's Paradise Ltd (also herein referred to as the 'agent') will be known as "the Artiste" and the hirer will be known as "the Management", and will speak on behalf of any other third parties whom they may be representing, including but not limited to the venue, event organisers, event staff, their clients. Fool's Paradise Ltd will hold the copies of the signed contracts on behalf of the Management and the Artiste and will act as the Agent negotiator between both parties.

The Management agrees not to approach the Artiste directly to engage for further bookings, but that all future bookings are negotiated through Fool's Paradise Ltd.

2. Payment of Booking Fees

The fee is payable to Fool's Paradise Ltd by cheque or BACS transfer a maximum of 30 days after the day of the event, unless otherwise agreed by the Agent in writing.

3. Changes to the contract

This agreement may not be modified or cancelled except by mutual consent in writing and signed by both the Management and the Artiste. Any such modification or cancellation shall not prejudice the right to payment of the musicians engaged by the artiste. Any modifications made must be agreed upon in writing by Fool's Paradise Ltd.

3.1 Changes on the day

Where possible, changes to the contract schedule which are unavoidable on the day of the event should be agreed between the Management, the Agent and the Artiste. Any changes will be subject to these terms and conditions. Fool's Paradise Ltd will not be held responsible or accountable for any agreement made between the Artiste and the Management on the day of the event unless confirmed otherwise by the Agent in writing.

4. Cancellation

4.1 Cancellation by the Management

Cancellation charges imposed by Fool's Paradise Ltd are clearly stated in the contract. In the event that the Management wishes to cancel the booking, the Agent will make every reasonable attempt to re-engage the Artiste for the date of performance, but depending on the circumstances, this may not be possible and cancellation charges will therefore apply. Where cancellation is made within 48 hours of confirmation no cancellation fee is applicable.

Cancellation charges owed to Fool's Paradise Ltd should be paid to the Agent within 30 days of the date of cancellation.

4.2 Cancellation by the Artiste

The artiste may not cancel a booking unless unable to perform due to force majeure, illness or strikes and can provide reasonable proof. The Artiste will make every effort to inform the Agent as soon as possible of the need to cancel to due force majeure, illness or strike. Under such circumstances Fool's Paradise Ltd or the Artiste will do their reasonable best to provide the Management with alternatives to replace the Artiste at no extra cost to the Management.

4.2 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.

4.3 Inclement Weather

In the event of the artiste(s) being prevented from presenting their act at any or all performances due to inclement weather conditions or other circumstances beyond the artiste's control, the fee above mentioned shall nonetheless remain payable provided the artiste(s) attend the venue.

5 Responsibilities of the Management

5.1 Parking

It is the responsibility of the Client to ensure that there are sufficient parking facilities for the Artistes. If no reserved parking is available close to where the Artiste is to perform the Client agrees to pay for any parking expenses incurred by the Artiste. The Artiste agrees to make all reasonable attempts to find free and available parking spaces if possible. These expenses are agreed to be paid for by the Client in cash on the day of the event, or upon receipt of invoice from Fool's Paradise Ltd.

5.2 Refreshments

It is the responsibility of the Client to ensure that there are adequate refreshments for all Artistes. The minimum requirement is an unlimited supply of free drinking water for the duration of the Artiste's stay at the performance venue.

5.3 Changing/Storage Room

It is the responsibility of the Management to ensure that there is a suitable room at the venue for the Artiste to change in and store personal belongings during their performance. This room should have chairs and a table, an electricity supply and be secure (lockable).

5.4 Security

It is the responsibility of the Client to ensure that the Artiste will be safe and secure during their performance, and to provide a steward during the performance if requested by the Agent.

6: Responsibilities of the Artiste

The Artiste will perform for the Management to their highest standard and in the manner in which they have represented themselves to the Agent.

Unless specifically outlined by the Agent in advance of the contract, the Artiste should provide the relevant equipment in order to carry out the performance. The Artiste is responsible for the good working order and safety of their own equipment.

In addition, the 'Artiste' should undertake Public Liability Insurance to a minimum of £5,000,000. The Artiste is fully responsible for these matters.

The Artiste should be aptly attired for their performance in line with agreements made with the Management prior to the event, and they should remain courteous with the Management, staff and members of the public. The Artiste will not act in any manner that is deemed damaging to the reputation of themselves, the Agent, or the Management.

It is the responsibility of the Artiste to ensure that upon agreeing verbally, electronically or in writing to a booking they are under no obligation to another party in a manner that may interfere with this booking.

7: Complaints

In the event of a dispute or complaint from either party, 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 Management and Artiste should seek legal advice.