

# Meghan Rae

## Vocalist

### *Terms & Conditions*

Please read the terms and conditions document which applies to every booking. The terms and conditions have been designed to offer protection and peace of mind to all parties and to ensure the safety of Meghan Rae, the Hirer and all guests/customers.

The following definitions apply to these terms and conditions:

- **Meghan Rae** (the performer)
- **Hirer** (the person or organisation making the booking)
- **Guests/customers** (those people invited to attend the event by the Hirer)
- **Venue** (the place where the event will take place)

#### **01. Booking Confirmation**

- The booking is secured following verbal or written confirmation between Meghan Rae and the Hirer. Once arrangements have been initially agreed, the booking confirmation / invoice will be sent to the Hirer for personal records.

#### **02. Fee Payment**

- It is agreed that the performance fee listed on the booking confirmation shall be payable on the date of the performance.

#### **03. Equipment Safety / Musician Insurances**

- The Hirer and Meghan Rae agree that the equipment is not available for use by any other person, except by specific permission granted by Meghan Rae.
- The equipment provided by Meghan Rae is maintained and tested regularly to ensure the safety of the performer, hirer, the venue, staff and guests/customers. Meghan Rae shall not be liable for any injury or damage caused from attempted use of the equipment by the venue's management, staff or their customers. Copies of certificates available on request.
- Meghan Rae is covered by Public Liability insurance and Professional Indemnity insurance. Copies of certificates available on request.

#### **04. Hirer Responsibilities**

- The Hirer shall ensure a safe supply of electricity including at least one double or two single sockets nearby to the performance area.
- The Hirer shall ensure the performance area is within an appropriate position both for indoor and outdoor performances. In the event of an outdoor performance, a well-sheltered position will be required to protect and weather-proof Meghan Rae's performance equipment.
- The Hirer is responsible for the conduct of the customers and staff. If at any time during the event, Meghan Rae considers that the equipment or their personal self to be under threat, verbally or physically, Meghan Rae reserves the right to terminate the contract without notice. The full fee shall be payable by the Hirer in these circumstances.
- The Hirer must have the necessary licences, insurances, and certificates in place to permit Meghan Rae to perform at the agreed venue. If you, the Hirer, are not responsible for the venue, then you should speak to the event co-ordinator or the venue management team to ensure that these documents are in place. It is at Meghan Rae's discretion to seek copies of certificates if deemed necessary.

#### **05. Performance Agreements**

- The performance time is specified on the booking confirmation and unless otherwise agreed in advance, the performance shall normally consist of two sets of 45 minutes, separated by a break of 15 minutes.
- Should the Hirer require additional performance time, which was not previously agreed, this shall be at the performer's sole discretion and shall be chargeable at an agreeable rate at the time. Any additional fees must be paid upon completion of the performance. The Hirer must be aware that Meghan Rae is under no obligation to extend the performance should they not wish to do so.

#### **06. Delay, interruption, or suspension of performance**

- In the unlikely event that the performance is delayed, curtailed, or stopped due to events beyond Meghan Rae's control, the Hirer agrees to pay the fee in the full amount. This includes but not limited to:
  1. Venue equipment failure
  2. Power failure
  3. Noise limiters
  4. Time restrictions
  5. Venue's staff absence
  6. Smoke detector activation
  7. Closure of the venue by police, fire brigade or other public authority
  8. Licensing/certification problems
  9. Any guest continually disturbing performances or interfering /mistreating the equipment during the performance or during the breaks

#### **07. Cancellation Policy**

- Cancellation by the Hirer must be provided verbally and followed up in writing (email/text/social media messaging accepted). All cancellation fees must be paid within 14 days of cancelling the engagement. Cancellation fees as follows:

<b>Notice Period</b>	<b>Fees</b>
48 hours to performance	Full fee payable
3 - 10 working days inclusive	50% of agreed fee
11 - 20 working days inclusive	25% of agreed fee
21 working days or more	No charge

- If, due to Force Majeure, the event needs to be rescheduled, bookings must be rearranged prior to the original performance date and the rescheduled date must be within a six-month period from the original booked performance. If Meghan Rae cannot reschedule due to lack of availability, a postponement will be treated as a cancellation.
- No party shall be liable for any failure to perform 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, pandemic, accident, civil commotion, order of Government or Local Authority or Police 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 above shall be unenforceable.
- Meghan Rae reserves the right to cancel, though normally this would only occur because of circumstances beyond their control (e.g., illness/hospitalisation, incapacity, breakdown of equipment or transportation or, extreme weather conditions). If Meghan Rae needs to cancel the performance, they will give the Hirer as much notice as possible. Any deposits or fees (including any advance payments) will be returned to the Hirer within 7 days of the cancellation.

#### **08. Advertising**

- If a public venue, the Hirer will be solely responsible for advertising and promoting the performance. Advertising material can be requested direct from Meghan Rae.
- The Hirer agrees that Meghan Rae will publicise public performances via website/social media networks from the time of booking. If the Hirer does not wish to have the event advertised, please contact Meghan Rae direct. Please note that Meghan Rae will never publicise personal information or share specific details of private events.
- If a private event, the Hirer may be asked by Meghan Rae for the permission to post photos/videos of the celebration day on social media networks/website.

#### **09. Expenses / Travel Charges**

- If the Hirer has agreed to pay additional expenses to Meghan Rae (eg. accommodation, mileage etc) this must be paid to Meghan Rae within four weeks of the event.
- No extra fee will be charged within Meghan Rae's permitted travel area (which equates up to a 60-minute car journey from TQ5 postcode to venue location). Should, however, travel exceed 60-minutes, a fee of £0.60p per mile travelled will be applicable.
- It will be the responsibility of Meghan Rae to provide all appropriate receipts and invoices to the Hirer to validate costs. Payment of expenses to be paid via BACS. Bank details will be provided to the Hirer at the same time as receipts and invoices. Please note that all expenses will be quoted to the Hirer as an approximate cost at the time of booking.

**This Agreement may not be modified or cancelled except by mutual consent, in writing, signed by both parties.**