



PIPE DREAM BAND - TERMS OF BUSINESS

Please see below for Pipe Dream's Terms of Business. As a band we pride ourselves on our flexibility and want your event to run as smoothly as possible. These help us to ensure we can do this and there are no surprises on the day. If something here is proving difficult please speak to us first as we will always try and find a way to make things work.

The inclusive terms and conditions of this written agreement confirm the terms and conditions of the Verbal contract already made between the Band (Pipe Dream) and the Client on the terms as set out in this Agreement.

1. BAND OBLIGATIONS

- i. Pipe Dream agrees to provide a band playing music from the 1950s through to the current day. Sample songs from the repertoire are available on the band website.
- ii. Pipe Dream will provide all required musical equipment and lighting appropriate for the venue and will operate all equipment, at no additional cost to the client. Equipment will be Portable Appliance Tested (PAT) by a qualified electrician. Proof of testing will be provided by Pipe Dream on request.
- iii. Pipe Dream agrees that equipment setup and sound checks will be completed on the day of the performance, prior to specified start time. The client will ensure the band have at least 2 hours prior to start for equipment load in, setup and sound check.
- iv. Pipe Dream will stop performing at the time specified by the client. It is the client's responsibility to ensure that any licensing restrictions or noise curfews are observed within the specified time.
- v. Pipe Dream will be allowed to load out equipment and leave promptly on completion of performance. Pipe Dream will make all reasonable efforts not to be disruptive if the clients' function has not concluded.
- vi. Pipe Dream will ensure it has appropriate Public Liability Insurance and will provide proof on request.
- vii. Pipe Dream will complete a risk assessment for a performance if required.

2. Customer Obligations

- i. The client agrees to pay Pipe Dream the deposit of 25% of the performance fee on agreement of this contract. The deposit will be refundable only if Pipe Dream breaches this agreement. The deposit will be credited toward the performance fee.
- ii. The client agrees to pay the balance of the performance fee 5 days prior to the performance. Either by cash or bank transfer.
- iii. The client will allow Pipe Dream and assistants access to the performance area no later than two hours before performance start time, or 2 hours before the time specified by the client, though this may incur an extra charge. The sound check can be noisy and so the area should be free of guests.



- iv. The client will provide a performance area that is preferably 5m wide and 4m deep with access to at least two 13-amp, fully grounded electrical circuits no more than 10m from the stage. Refrigeration equipment or neon lighting should not share the circuits. If the performance area is outdoors the circuits must be protected by UK Residual Current Devices (RCD). The performance area must be dry, solid, level, flat and stable.
- v. If the performance area is outdoors the client is responsible for protecting the performance area and the Band's instruments and equipment from the elements. The performance area must be fully covered, shaded from the sun and adequately protected from rain, including rain driven by wind, or there must be adequate shelter near enough to the performance area and easily accessible enough to allow quick movement of the Band's equipment and instruments if weather conditions threaten.
- vi. Depending on timings the client agrees to provide the band with 5 hot meals or buffet. Soft drinks, and Tea or Coffee are to be provided throughout the event.
- vii. The client agrees to provide changing facilities for the Band and an area where the band can relax before and between performances uninterrupted.

3. CANCELLATIONS

- i. Because band members have to book their engagements long in advance a cancellation will mean lost income for that date. Therefore the Client cannot cancel this Contract after 30 days before the Performance Date, without incurring the full fee. If the Client cancels before that time, the Deposit will not be refunded, but payment of the Performance Fee will not be due.
- ii. Pipe Dream reserves the right to cancel the performance, or to delay the performance for a sufficient time to correct problems, if, in its sole discretion, the performance area is inadequate or dangerous, if weather conditions make performance dangerous or damaging to equipment and The Client has not provided adequate shelter, or if The Client has otherwise failed to meet the terms of this agreement.
- iii. If cancellation or delay of performance by Pipe Dream is due to The Client's failure to meet the terms of this agreement, including failure to provide adequate protection from weather conditions, then payment of the Performance Fee in full will still be due.
- iv. If cancellation is due to Pipe Dream's failure to meet the terms of this agreement, then the Performance Fee will not be due, and Pipe Dream will refund the Performance Fee and Deposit to the Customer. If cancellation is due to Pipe Dream's failure to meet the terms of this agreement for unforeseeable reasons beyond the control of Pipe Dream, then refund of the Deposit will be The Client's sole remedy, and Pipe Dream will not be liable for any direct, indirect, consequential or incidental damages.
- v. It is the client's responsibility to be aware of, and to comply with, all local ordinances and neighbourhood rules concerning noise or light. If the performance is cancelled or shortened due to neighbour complaints or Police Order, then payment of the Performance Fee will be due in full.

4. MISCELLANEOUS

- i. Pipe Dream reserves the right to select the music that will be performed, but the selection will be done only from the Repertoire list published on the website or from songs that are similar in character to the songs on the song list, at Pipe Dream's discretion.



ii. Pipe Dream will try to accommodate song requests to the extent possible, but may refuse any song request at Pipe Dream's discretion, and will not be in breach of this agreement for refusing to perform requested songs.

iii. Pipe Dream will allow individuals designated in advance by The Client to have access to one vocal microphone for announcements, but Pipe Dream may refuse to allow anyone, including designated individuals access to microphones if they fail to respect the equipment or behave inappropriately, at Pipe Dream's discretion.

iv. Pipe Dream may refuse to allow individuals on-stage during the performance, at Pipe Dream's sole discretion. Allowing one or more individuals to join the Band on-stage during the performance does not waive the Band's right to refuse any other individuals to come on-stage.