

Athena Entertainment Terms and Conditions



01 DEFINITIONS

The following definitions refer to the 'Contract' with attached Terms and Conditions, to be taken as a whole.

Athena Entertainment and Events Ltd, Company No. 14122263, is the 'Agent' "We", "Us".

The Booking Fee is the fee charged by the Agent for communicating with the Client and Supplier and organising and securing a Contract between the Client and the Supplier.

The person who books a supplier is a 'Client'.

A 'Supplier' is the person, persons or business providing services to the Client. When a 'Client' wants to book a 'Supplier' the 'Agent' will issue both parties with a 'Contract'. This is a simple booking form with attached Terms and Conditions that outlines what a supplier will provide to a client and how much and when a client will pay for the Services.

Separately, the Agent will also outline its one-off Booking Fee to be paid to the Agent for organising and securing the Contract between the Client and Supplier. This is payable in full in advance before any Contract can be finally confirmed and agreed.

By agreeing to a Contract, a Client agrees that the obligations of the Agent have been entirely fulfilled and the Agent has provided its agreed services.

1 INTRODUCTION

1.1 If you do not understand any part of the Terms and Conditions listed below, please call Athena Entertainment or seek legal advice prior to confirming your booking and agreeing to them.

1.2 Once a booking has been confirmed with the Client and Supplier (verbally, electronically or in writing), both parties will be subject to a legally binding contract consisting of the 'Booking Contract' and the following non-negotiable 'Terms and Conditions'. This contract is negotiated by the Agent and is made between the Client and the Supplier.

1.3 The Agent is not a party to this Contract and therefore shall not be held responsible for a breach of this Contract however caused.

2 BOOKINGS

2.1 Upon confirmation of the booking between the Client and Supplier, the Agent will provide the Client with a booking contract and raise and invoice for the Booking Fee.

2.2 In lieu of a signed copy of the booking contract, payment of the Booking Fee will constitute full agreement. In cases where the Booking Fee has been paid, lack of completion or signature of the Contract does not terminate or invalidate the proposed agreement.

2.3 The contract should be signed and returned to the Agent within 7 days.

2.4 The booking fee should be paid within 7 working days otherwise the date will not be held.

2.5 The Agent will issue both the Client and Supplier with copies of the signed contracts.

2.6 The booking contract can only be changed with the agreement of both the Client and the Supplier. This is done by information the Agent in advance of the event date, who will then reissue the Booking Contract if necessary. In this circumstance, the most recent Booking Contract will void any previous contracts.

2.6 In the event of changes being made to the Booking Contract, both the total contract cost and the Booking Fee cost are liable to change, with alterations agreed by both the Client and the Supplier.

2.7 The agent is not responsible for any Contract changes or amendments made without their knowledge.

3 | FEES

3.1 Booking Fees are paid to the Agent in advance to secure the Contract and are due within 7 working days of issuing the Contract.

3.2 Booking Fees are paid to the Agent via Credit Card/Debit Card or Bank Transfer upon receiving their invoice. The Client agrees Booking Fees are non-refundable as the Agent has to incur significant costs and undertake significant work up front to communicate with you and your Supplier. In the circumstances that an event has to be unavoidably cancelled or postponed due to Covid 19 or other matters outside your control, the Agent will do all it can to help you. We will help you liaise with the Supplier to move a booking to an alternative date or if the Supplier is not available we will do all we can to find an alternative Supplier for you and will move the Booking Fee to this new booking.

3.3 If the Booking Fee is not paid within the 7 working days specified it will be deemed to terminate the Contract, unless otherwise agreed by the Agent in writing.

3.4 The remaining balance is payable directly to the Supplier at least 7 full days before the event.

3.4.1 The agent will receive the remaining funds on behalf of the Supplier in most circumstances. In certain circumstances, the remaining funds are sent directly to the Supplier, and the Agent is unable to receive funds on their behalf. This will be clearly pointed out on the invoice and all bank details will be provided.

3.5 If the Supplier doesn't receive cleared funds 7 full days before the event, the Supplier may terminate the Booking Contract without penalty. Additionally, the Client remains liable for cancellation fees as outlined in Section 4.

3.6 The Supplier has the right to claim interest of 5% on top of the balance of any late payments.

3.7 Late or incorrect payments will incur a £25 administration fee, payable by the Client to the Agent before the performance can commence.

3.8 If full payment of the Supplier Fees is not made to the Supplier within 14 days of the due date, the debt may be passed to a Debt Recovery Firm by the Supplier, which will result in additional costs.

3.9 The client is only responsible for covering additional expenses (including but not limited to accommodation, travel, rehearsal time, arrangements, sheet music) if agreed in advance. They must be repaid to the Supplier within 7 days of the event.

4 | CANCELLATION

4.1 Termination of the Contract is not permitted by either the Client or the Supplier unless both parties mutually agree in writing to cancel the booking. Written evidence will be required from both the Client and the Supplier.

4.2 Any Contract cancellation by the Client does not affect the Booking Fee which is non-refundable.

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

4.4 If the Client terminates the contract for any reason the following cancellation fees will apply:

More than 365 days before event: No Supplier Fee

Less than 48 hours after confirmation (unless booking made within 7 days of event): No Supplier Fee

More than 90 days before event: 60% of Full Supplier Fee

More than 60 days before event: 80% of Full Supplier Fee

60 days or less before event: Full Supplier Fee

4.4.1 In the event the Client has agreed to pay additional expenses, they would be liable to pay those already incurred (ie. non-refundable accommodation bookings), but not liable for those not incurred (ie. mileage).

4.4.2 The above cancellation fees are exclusive of the Booking Fee, which is non-refundable.

4.5 The Supplier is not permitted to cancel the booking for any reason other than those laid out in Section 5.

4.5.1 If the Supplier cancels for any reason they will pay the Agent a Penalty Fee equal to any Booking Fee received by the Agent.

4.5.2 In the event of the Supplier cancelling, the Agent will use best endeavours to find the Client a suitable replacement Supplier at a similar Supplier Fee. If this is successful and the Client agrees to the replacement Supplier, the Agent would transfer the Booking Fee already paid to the new booking. If another Supplier cannot be found, despite the Agent's best endeavours, then the Agent will pay the Client any Penalty Fee it receives from the Supplier.

5 | FORCE MAJEURE

5.1 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.

5.2 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 Section 4.4 shall be unenforceable.

5.3 In a proven case of Force Majeure occurring for a specified period, the Supplier and Client will endeavour to reschedule where possible and the Contract may be transferred to the new scheduled date where this occurs. If a Supplier cannot reschedule, the Agent will use its best efforts to find a new Supplier for you. If, in these circumstances, a new Supplier is found for the same or lower Supplier Fee, then no additional Booking Fee will be payable and the Booking Fee will be transferred to this new booking. If the new Supplier Fee is higher than the original Contract, any additional Deposit to confirm a Contract with a new Supplier will be outlined to the Client and mutually agreed with the Client.

5.4 In any event of Force Majeure the Agent will not be liable for any losses incurred by the Client, the Supplier or any associated third parties.

6 | CLIENT RESPONSIBILITIES

It is the responsibility of the Client to ensure the following Clauses are investigated and confirmed with any relevant information passed to the Agent, prior to confirming the booking. Any costs incurred are to be paid by the Client. Any alterations to these responsibilities are to be agreed in advance in writing and altered in the 'Additional Information' section of this Contract.

6.1 The Venue can and will supply a safe power supply.

6.2 The Venue can and will provide a safe, dry and level performance area for Suppliers who are performing.

6.3 The Supplier reserves the right to refuse to perform in a space below 16 degrees centigrade.

6.3.1 The Client accepts that certain acts, such as those with valuable instruments (ie. string quartet), will be unable to perform outside unless adequate shelter is provided. This decision will be made by the Supplier on the day and their decision is final.

6.4 The Venue holds any and all relevant licences required for the Supplier to provide their services.

6.4.1 The Venue complies with all relevant Health and Safety guidance and legislation and does not put the Supplier, their set or equipment at any risk of harm.

6.5 For entertainment artists, the Venue does not have any inhibiting noise limiters. If the venue has a limiter please find out the decibel (dB) level it is set at and contact the Agent for more information. The Supplier cannot guarantee the quality of its performance if the sound level is quieter than an un-amplified Drum Kit. The Supplier is not to be held responsible for non-performance where the sound limiter is set too low for live performance of their act.

6.5.1 If non-performance or a below par performance results due to venue restrictions, the 'client' will still be liable for the total fees.

6.6 Free Parking should be available to the Supplier and all vehicles associated with the Supplier. If no free parking is generally available, the Client is liable for the costs of parking. Receipts and an

invoice for such parking are to be presented to the Client within 7 days of the performance, with the amount payable within 28 days.

6.7 The Supplier must be provided with a free, reasonable supply of Mineral Water and Soft Drinks for the duration of their time at the venue, and hot food for all bookings over 3 hours in length.

6.8 The Supplier requires an adequate and secure area to change in and store equipment if required. This space should be secure. If this is unavailable, the Agent must be informed in advance of the event.

6.9 Unless given express permission, Supplier equipment and instruments are not available for use by any other person, guest or performer under any circumstance.

6.9.1 The Client and their guests must respect that the equipment supplied by the Supplier is expensive, fragile and necessary for their livelihood. The Client is responsible for any damage of equipment caused by any member of their party, and is liable in such cases for the cost of repair in full or for an equal replacement should repair not be possible or where the cost of repair would be more expensive than replacing the damaged equipment.

6.10 If Supplier is subjected to aggressive or abusive behaviour and the Client does not remove the perpetrator the Supplier shall be allowed to terminate their performance without penalty. The Client will still be liable for the total fees.

6.11 The Client must ensure all government guidelines are followed and adhered to for a Supplier to lawfully provide its services. The Supplier accepts no liability for any failure to adhere to such guidelines.

6.12 The Client must let the Agent and Supplier know in advance of the performance, or as soon as practicable, should they, or anyone in their party, not wish for any photographs or video clips of the event to be used in future promotional material for the Supplier and/or the Agent.

6.13 The Client must negotiate any further bookings of the Supplier with the Agent, for a period of 18 months after the Event Date and they are precluded from booking directly with the Supplier in that period.

7 | SUPPLIER RESPONSIBILITIES

The Supplier is fully responsible for all Section 7 terms.

7.1 The Supplier must ensure that they are under no obligation to any other event which may hinder or interfere with this booking prior to signing the Contract, nor take on any such booking or performance subsequent to signing the Contract.

7.2 The Supplier will perform to their highest standard and in the manner in which they have represented themselves to the Agent and Client via promotional material.

7.3 Unless otherwise agreed, the Supplier must provide all equipment relevant to their act required to perform to the highest standard. The Supplier is responsible for ensuring that all equipment is annually PAT tested (if required), with certificates available for inspection upon every booking.

7.4 The Supplier must hold Public Liability Insurance of minimum £1,000,000 cover, with certificates available for inspection upon every booking.

7.5 The Supplier will not drink alcohol prior or during their performance, and not to excess post performance.

7.6 The Supplier will not use illegal drugs at the event venue, or at all on the day of the event.

7.7 The Supplier should be suitably dressed for their performance in line with agreements made with the Client prior to the event.

7.8 The Supplier should remain courteous and polite with the Client, guests and employees of the venue at all times.

7.9 The fee outlined in the Booking Contract is fully inclusive and not subject to change.

7.9.1 The Supplier is not employed by the Agent and is therefore entirely responsible for their own accounting and legal contributions.

7.10 As soon as possible, the Agent will pass on the details obtained in the Final Details meeting to the Supplier. The Supplier will confirm these details upon their receipt.

7.11 The Supplier must only display or hand out the Agent's promotional material at the contracted event, also referring all future bookings, enquiries or clients to the Agent.

7.12 The Client reserves the right to cancel the Suppliers booking at any time if the Supplier breaches any term of this Contract. The Agent will use best endeavours to arrange for an alternative Supplier for the booking in such circumstances.

8 | COMPLAINTS

8.1 In the circumstance of either party wishing to make a complaint, it should be made in writing, via the Agent, within 28 days of the event. The Agent will mediate between both parties with the intention of reaching a resolution. Should this be unsuccessful or the matter cannot be resolved, both parties should each seek their own legal advice.

8.2 The Agent is not responsible for any failure of the Client or the Supplier, but will intend to settle any arising disputes quickly and satisfactorily.

8.3 Any dispute made regarding a change to the contract or performance that were agreed by both the Client and Supplier should be dealt with directly between the Client and Supplier.

9 | PERFORMANCE SCHEDULE CHANGES

9.1 Where possible, any changes to the performance schedule should be discussed with the Agent and should be agreed between the Client and Supplier prior to the performance. Where it is not possible to amend the contract prior to the event (e.g. on the day itself), changes should be agreed between the Supplier and the Client.

9.2 If agreed changes incur a later finish time, an adequate fee should be agreed between the Client and Supplier and should be paid direct to the Supplier before they continue performing. The Supplier is under no obligation to agree to stay for additional time above what has been agreed on the Booking Contract. Any changes are still subject to these Terms and Conditions.

9.3 If the event schedule over-runs due to no fault of the Supplier, the Supplier holds the right to finish at the agreed set finishing time and will still be due the full payment.

10 | THE USE OF DEP, DEPUTY OR ALTERNATIVE PERFORMERS FOR ENTERTAINMENT SUPPLIERS

10.1 Our Acts have no fixed line up, and instead are taken from a pool of players to guarantee the best quality musicians regardless of availability. The musicians you receive on the day will not necessarily be the same as seen in the promotional material, but the quality will be the same.

10.2 The Supplier must use an Alternative Performer rather than cancelling a booking. On this occasion a reduction in fee is not applicable, and nor does it constitute grounds for booking cancellation unless the Supplier in question holds significant celebrity status.

10.3 All Supplier line-ups are subject to change without prior notice, unless the booking is of a Celebrity figure.

11 | BREACH OF CONTRACT

11.1 The Agent reserves the right to void any Contract between a Supplier and Client if it discovers either party has breached any of these Terms and Conditions.

12 | JURISDICTION

12.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of this Contract.

13 | TERMS AND CONDITIONS

13.1 If you do not understand any part of these Terms and Conditions, please consult the Agent, or seek legal advice. Once signed or agreed you are bound to all conditions.