

FireWire: Terms and Conditions of Booking

We want to ensure your event runs smoothly and that it is an unqualified success for all concerned. Our reputation depends on providing you with a high-quality, dependable and professional service, and naturally we recognise that all events call for a certain degree of flexibility.

Please be assured that if there are any problems or changes of plan on the day, we'll aim to resolve them quickly and with no additional charges unless absolutely necessary.

1. Acceptance of Quotation

This refers to any verbal, written or electronic acceptance of a quotation from FireWire by the Engager. Following acceptance the Engager will be issued with a Booking Agreement; this must be signed and returned immediately along with the required deposit. Upon receipt of the deposit and signed Agreement the performance date will be secured. Please note that it is acceptance of a quotation as defined above, not the signed Agreement, that commits the Engager to provide payment (see *Cancellation* below).

2. Venue Suitability

It is the responsibility of the Engager to ensure that the venue is suitable for the performance, to ensure a safe supply of electricity within close proximity of the performance area, and to ensure that there is enough space for FireWire to perform. If FireWire cannot perform on the day due to venue restrictions the Engager will be responsible for cancellation fees as defined below. The Engager agrees to provide a suitable changing area with mirror and electrical socket (please note toilets are not an acceptable changing area). Primary responsibility for complying with any noise regulations rests with the Engager.

3. Performer's Responsibilities

FireWire will dress suitably for their performance and will provide equipment that is safe and that is in full working order. FireWire will provide £10 million public liability insurance cover. FireWire agrees that upon receipt of the any deposit and signed Booking Agreement, the event date shall be secure and that no third party agreement may prevent them from fulfilling their obligation to the Engager.

4. Cancellation

In the event of a cancellation by either party, the other party must be informed immediately. Cancellations will be accepted by telephone to Jann Gray but **MUST** be confirmed via email to info@firewireband.co.uk, and the date of cancellation will be accepted as the date and time as displayed within the email header. Cancellations will also be accepted in writing with proof of posting to the address stated on the Booking Agreement. The date of cancellation will determine the charges applicable as defined below.

i) Cancellation by FireWire

In the event that one or more members of FireWire are unable to perform, FireWire agrees to inform the Engager immediately and will make all reasonable attempts to find a suitable deputy to allow the performance to be carried out. If it is not possible to provide a deputy, FireWire will make all reasonable attempts to find a replacement act of the same standard and style. If the replacement act is accepted by the Engager, the fee will remain payable to FireWire, who will settle the account with the replacement act. In the unlikely event that no replacement act can be agreed, all payments made by the Engager to FireWire shall be refunded in full.

ii) Cancellation by the Engager

Where the Engager cancels the booking within 48 hours of accepting a quotation but before the signed Agreement has been received, no fee will be payable and any payments made by the Engager to FireWire, including any deposit, will be returned in full, unless the event is within seven working days of the confirmation date, in which case the full fee quoted will be payable.

Where the Engager cancels the booking more than 48 hours after accepting a quotation any deposit paid shall be deemed as non-refundable.

Where the Engager cancels the booking more than 90 days from the performance date no fee is payable; between 61 and 90 days from the performance date 50% of the full fee is payable; between 31 and 60 days from the performance date 75% of the full fee is payable; up to 30 days from the performance date 100% of the full fee is payable; By signing the Booking Agreement, the Engager specifically accepts these cancellation fees and agrees that they be paid within 14 days of invoice date.

Should the Engager cease trading before the date of performance, then any payments due to FireWire shall remain liable.

iii) Force Majeure

In the case of a cancellation of performance due to Force Majeure (such as acts of God, war, fire, death, accident, civil unrest, government intervention, changes of law) which are clearly beyond the control of either FireWire or The Engager, no cancellation fees will apply.

5. Late and Extended Performance Fees

If the event schedule is changed on the day and FireWire agrees to perform for longer than the performance times stipulated on the Booking Agreement then an additional surcharge may apply. This additional surcharge will be negotiated between the FireWire and The Engager – or his or her representative – on the day of the event, and will be payable directly to FireWire in cash. If the event runs late through no fault of FireWire and FireWire is required and agrees to finish later than the finish time in the Agreement an additional surcharge may be required, payable on the day of the event in cash. FireWire reserves the right to refuse to extend performance times and to refuse to finish later than the time stipulated in the Agreement without penalty.

6. Technical Requirements

For playing and to accommodate our equipment, FireWire requires a minimum area of approximately 5m x 3m and a minimum of three separate 13A sockets (six when using our full lighting rig). Much of our equipment is heavy and it is appreciated if we can park, load and unload as close as possible to where we are playing; the Engager must inform FireWire if there are any access or parking issues at the venue. For large events where additional lighting or amplification is required additional technical requirements will be advised to the Engager, and will become the responsibility of the Engager. Where FireWire is required to use the house PA or a hired system, a suitably competent sound engineer must be supplied by the Engager. The Engager agrees that equipment and instruments of the musicians performing are not available for use by other performers or persons except by specific permission of the individual musicians.

7. Subsistence, Travel and Accommodation

Travel time and costs are included in the quotation. Unless otherwise agreed, the Engager agrees to provide water/soft drinks free of charge as required by FireWire. For evening entertainment at functions and weddings the Engager also agrees to provide food - this would normally comprise a hot meal or buffet. For engagements requiring overnight accommodation, the Engager may provide suitable accommodation. Alternatively FireWire will charge accommodation at cost to the Engager.

8. Setup and Breakdown

FireWire will arrive at the venue at least two hours before performance. Setup requires approximately 90 minutes. If, after the sound check, there is a substantial unscheduled waiting time a surcharge may become payable. Equipment is normally packed away and removed within 90 minutes of the performance finishing. This includes the PA system, so if the Engager requires background music after this time then this must be agreed in advance with FireWire, and it may be subject to a surcharge.

9. Additional Songs, Background Music and Performance Breaks

Given sufficient notice for function bookings/weddings, FireWire will learn up to two songs that are not currently on the playlist, at the Engager's request, at no additional cost. FireWire will provide appropriate interval/background music via iPod, or the Engager can supply a ready-prepared iPod and playlist. FireWire generally requires one 20-minute break between each hour of performance.

10. Payment of Fees

Payment of deposit is strictly within 14 days of acceptance of quotation where stipulated on the Booking Agreement. Payments are accepted by **cheque PAYABLE TO JANN GRAY**, or in cash. Failure to pay the deposit will result in the Agreement being cancelled; however, the Engager becomes liable for payment of the deposit if the booking is not cancelled within 48 hours of acceptance. The remaining balance is payable by cash on the date(s) of performance or by cheque at least 14 days before the date(s) of performance.

11. Variations

All variations to the Agreement and these Terms and Conditions must be agreed by FireWire before the performance date. FireWire, through no fault of their own, are not able to complete their full performance due to a change in running order or delay in the timing of the event, there will be no reduction in the fees charged. Changes made by the Engager to performance length or event location after the Agreement has been signed may result in a change in the fees charged.

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