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Terms and conditions for Live Artist service which form the contractual agreement

1 This contract reflects the verbal agreement. It shall include any terms agreed prior to its issue. It shall be deemed unaccepted unless the booking form and retainer deposit fee is received by ATM Promotions within 7 working days of the issuing date unless otherwise agreed. No alterations may be made to this contract by hirer / contracted artist (s) or emergency contingency cover entertainers without prior approval and consent from ATM Promotions. Please Note: by completing and sending the booking form and paying a deposit against the total fee quoted, you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full, of the booking terms and conditions.

2 Fee's: Payment must be paid at the start of the event or one week prior, failure to pay may result in loss of services for your event. Cheque payments are not accepted by ATM Promotions for balance settlement. To complete payment please use our PayPal facility on the website, pay via direct bank transfer from the invoice which was sent to you or cash at the start of the event.

3 Deposit fee: you agree to our deposit fee which is payable in advance to secure your selected entertainment (unless agreed otherwise). The deposit fee is deducted from the total price quoted.

3.1 Overtime Charge: Any extension to the agreed timescale will be charged in addition to the booking fee at a rate of £60 per hour (or part hour), thereafter, which shall be payable in advance before commencement of extended entertainment and subject to venue approval and licenses. Note: for live acts which consist of more than one person the hourly rate will be charged per person.

4 The Client shall have the right to cancel the booking by serving upon ATM Promotions not less than 28 day's notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God or National Disaster, any advance deposit payment will be forfeited.

4.1 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance.

4.2 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance.

4.3 The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.

5 In the unlikely event that one of the ATM Promotions acts is unable to attend personally due to accident or sudden illness, ATM Promotions shall endeavour to provide an equal suitable substitute offering a service at no additional charge to the client. This does not apply in circumstances detailed below.

5.1 Force Majeure – ATM Promotions will not be liable for failing one of our acts to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, vehicle breakdown (see section 5), fuel shortages/strikes, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

6 The hirer will appreciate that suitable time for venue access, safe installation and dismantling and safe removal of equipment from venue is required in addition to performance time. Therefore, the

hirer and venue will allow suitable time for the installation and dismantling and removal of artist's equipment (up to 60 minutes each side of the booking times). Where appropriate, the hirer will also inform the venue, in advance, of artist requirements. Please note: ATM Promotions shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

6.1 Performance time and 'over time' is restricted to a maximum of eight hours in a 24 hour period. Unless already agreed at the time of booking, the hirer agrees to make provisions for suitable overnight accommodation to the satisfaction of the performer if time is excessively exceeded.

7 The hirer will ensure that safe and adequate power is available for the artist's performance.

7.1 The hirer will inform ATM Promotions prior to performance date confirmation of venue sound limiter installation. Please note: ATM Promotions reserve the right to decline entertainment at venues with sound limiter installed as such devices may indirectly cause detriment to the client and to the performance/reputation of ATM Promotions.

7.2 The hirer agrees to arrange suitable changing facilities for artists as required (if applicable).

8 The artist agrees to contact the client when specified by ATM Promotions.

8.1 The hire ensures that they have verified venue power sources are electrically safe and conform to the HSE EAW Act 1989, and amendments thereafter. Copies of venue Electrical Installation Safety Certificate (Periodic Inspection Report to NIC EIC standards) must be made available upon request by the venue under LAW.

8.2 The artist's agree to provide proof of Public Liability Insurance and certifications as required by the venue.

Note: Failure to provide appropriate documentation as mentioned in section 8.2 may result in legal action by ATM Promotions for non-performance due to the artist's not submitting correct documentation.

9 The hirer agrees that any re-engagement of contracted artist must be transacted through ATM Promotions.

9.1 Any enquiry to the artist in respect of any engagement by guests, customers and or staff must be transacted through ATM Promotions.

9.2 Contracted artist agrees not to supply, show or exchange own personal business card or personal telephone number or personal business service literature before, during or after performance.

10 The contracted artist is responsible for any taxes due arising from performance and will indemnify ATM Promotions from such taxes should a claim arise.

11 The artist and their assistant(s) will respond to the hirer's reasonable request(s) and conduct themselves in a professional manner throughout attendance at the venue.

11.1 The artist will respond to the venue management's reasonable requests as to volume, siting of equipment and or any other reasonable request(s).

11.2 The artist shall be in no way liable for breach of byelaws or conditions under which the venue is leased, hired or entrusted to the venue management.

11.3 The hirer will notify ATM Promotions of that all appropriate licences as required by law are in force at the time of performance(s).

12 The hirer agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or staff on site premises. Please note: Where the function may include guests under the age of 16 years, the client, (or parent) is responsible for the

behaviour and safety of any minors attending the venue. The client will provide and maintain adequate adult supervision at all times. ATM Promotions will not be liable for the supervision of minors.

12.1 Unwarranted Abuse or threatening behaviour from hirer's guests or venue management or venue staff will not be tolerated and will result in the performance being terminated with no loss to the artist's or ATM Promotions.

12.2 The hirer agrees that compensation for any loss of or damage to performing DJ's equipment, vehicle(s) or personal belongings caused by hirer's guests, venue customers and or venue staff may be sought including any additional costs.

13 The hirer agrees that the confirmed entertainment start and finish times as specified in the booking form are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of ATM Promotions and the management of the venue. See 3.1 for 'Overtime Charge'.

14 ATM Promotions will accept music lists and requests in advance of functions and will endeavour to play a reasonable number of the clients chosen requests, provided such requests are submitted in writing before the event. The client also agrees that ATM Promotions cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

15 Where the client requests that ATM Promotions artist's set up equipment at an earlier time prior to the one hour rigging time specified in section 6, the client acknowledges that a tiered charge may be made for this additional service, and that this service will be subject to availability. In addition to any previously agreed charges, if ATM Promotions artist's should arrive at the clients venue at any earlier, pre-arranged time, and are unable to access the venue to set up the equipment or are prevented from doing so by the venue management, then the client shall be charged standing time at the hourly rate discretion of £10 which must be settled in full before commencement of main entertainment.

15.1 ATM Promotions artist's will not be liable for any refund, in part or whole, where 'we' are late accessing the venue and setting up purely because of earlier events over-running, or where 'we' are prevented from accessing, setting up or providing our professional services by the venue management. Neither will ATM Promotions artists be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

15.2 Where the venue does not have its own parking facilities, ATM Promotions reserves the right to pass on any additional parking fees for refund by the hirer. Please note: that in accordance with Health and Safety laws, ATM Promotions may refuse to work at venues where illegal or hazardous parking is required in order to unload vehicle. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.

16 Where ATM Promotions is engaged to work alongside a third party band, (or other entertainer) it is the client's responsibility to ensure that adequate space exists within the venue for both entertainers to set up their equipment and that separate power outlets exist. ATM Promotions can assist in communication with other Entertainers if contact details are provided as we have a comprehensive understanding of room layouts when more than one entertainer is performing.

17 Where the event is being held in a marquee, the hirer will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 15 Metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow ATM Promotions or contracted artist(s) to commence entertainment out-doors under any circumstances. ATM Promotions accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

In reading this contract and submitting the booking form you agree that you have read the Terms and Conditions of artist hire and acknowledge the booking form submission confirms this agreement in full.