

Standard Terms of Booking

The following terms shall be defined in the Standard Terms of Booking as follows: -

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| <p>"Company" = NMP Live Limited
"Client" = Purchaser of services
"Talent" = Supplier of services
"GBP" = Pound Sterling Currency</p> <p>1 <u>Introduction</u>
1.1 The Company shall use all reasonable endeavours to ensure that the services to be provided by the Talent will match the requirements given by the Client. Notwithstanding the foregoing, no guarantees can be given that the Talent will be suitable for the Client's event prior to booking and the Company cannot be held responsible for the actual performance of the Talent at the event.</p> <p>2 <u>Taxes, Commission & Fees</u>
2.1 All fees quoted to the Client are inclusive of any commissions due to the Company from the Talent or any other third party.
2.2 Fees quoted by the Company shall be subject to Value Added Tax ("VAT"), where applicable, at the current prevailing rate.
2.3 Where indicated on the Booking Contract, the Client shall be responsible for all reasonable travel expenses and subsistence.
2.4 It is understood that the Talent, as an independent contractor, shall assume all responsibility for payment of his/her income tax, social security, NHI, public liability and other insurances.
2.5 It is understood that the Client may be required by law to withhold income taxes in certain foreign countries. In the event that there are any charges, taxes or fees of any kind levied by the Jurisdiction where the event is to take place, the client shall be wholly responsible for any and all such costs in addition to any other payment due as specified in the Booking Contract.</p> <p>3 <u>Payment Terms</u>
3.1 The Client shall comply strictly with the payment terms as set out in the Booking Contract. The timing of payments is of the essence. In the event that any payment is not received on or by the due date, such non-payment constitutes a material breach of contract by the Client. Acceptance by the Company of any payment after the due date shall not be construed as a waiver.
3.2 All invoices are subject to a Credit Penalty ("Credit Penalty") of 20 GBP. This is automatically added to the total amount due. The Credit Penalty is not subject to VAT and is deductible only if the Company receives payment in full on or prior to the due date. The Credit Penalty is payable without prejudice to the Company's other rights.
3.3 Overdue invoices may be referred to the Company's lawyers or a debt collection agency for full recovery of the outstanding debt. The Client shall be liable for all charges and costs incurred by the Company to recover any monies due.
3.4 Cheque, bank transfer or direct account credit shall be the only accepted method of payment. Cash is not accepted under any circumstances. The Company does not accept payment by credit or debit card.
3.5 All payments must be in GBP unless otherwise agreed in writing.
3.6 Where bookings are for a period lasting more than one [1] day, invoices shall be furnished periodically up to completion of the booking and shall detail all services undertaken within the stated period.
3.7 Bounced cheques and returned payments are subject to a 50 GBP administration fee (plus VAT) for each occurrence.
3.8 If the Company does not receive all payments by way of cleared funds on or by the due date then the Company reserves the right to deem the Booking Contract cancelled and the provisions contained herein as to cancellations & breaches shall apply.</p> <p>4 <u>Contract</u>
4.1 Once the Talent has accepted the Client's invitation/request to participate in their event the provisions contained herein shall become binding.
4.2 All bookings shall be confirmed in writing via the Booking Contract.</p> <p>5 <u>The Engagement</u>
5.1 The Client shall provide a suitably heated (or cooled as the case may be), well-lit, safe and appropriate place (the "Venue") for the event. All equipment and facilities shall be in good working condition together with the necessary stage, accessories and properties including without limitation, audiovisual and lighting equipment.
5.2 The Client shall ensure that the audience or guests shall be no more in number than the legal number permitted at the Venue.
5.3 Any material change in the nature of the engagement, without the prior written agreement of the Company, including without limitation, the venue, number of attendees (guests, delegates, audience etc), purpose, sponsor(s), schedule and/or timings, shall constitute a material breach of contract.
5.4 In the event that the Talent has any specific requirements, including without limitation, the need for special equipment, particular travel requirements or hotel facilities, any such requirements shall be notified in writing at the time of booking and shall form an integral part of the Booking Contract (the "Rider" or "Addendum").</p> <p>6 <u>Cancellations & Breaches</u>
<u>Cancellation By The Talent</u>
6.1 In the case of unforeseen commitments or an overriding professional obligation relating to the Talent's principal work then the Talent shall have the right to cancel the Booking Contract and neither the Company nor the Talent shall be liable to the Client for any expenses or losses incurred.
6.2 If the Talent is unable to honour their obligations under the Booking Contract due to sickness, accident or any other personal circumstances they shall provide the Company with as much notice as possible. Neither the Company nor the Talent shall be liable to the Client for any expenses or losses incurred.
6.3 Should the Talent have to withdraw from providing their services the Company will propose an alternative to the Client. Should the Client accept the recommendation then a fee commensurate with the calibre of the replacement shall remain payable. Should the Client decide not to accept the recommendation, the booking shall be deemed terminated and any payments made, less any unrecoverable expenses, shall be refunded to the Client.
6.4 Should the Client be the subject of any adverse publicity (of a real or substantive nature) the Talent may give notice in writing at the earliest possible date of their intention to withdraw from the Booking Contract if they feel that to continue with the engagement would harm their professional reputation. In this instance, payment in full may be requested from the Client at the Talent's discretion.
<u>Cancellation By The Client</u>
6.5 In the case of cancellation by the Client more than 30 days prior to the event then 50% of the total fee shall be payable. In the case of cancellation 30 days or less prior to the event then 100% of the contracted fee shall be payable.
6.5.1 In the event of a cancellation, any reasonable expenses incurred by the Company or the Talent shall also become payable.
6.5.2 All cancellations must be in writing; under no circumstances shall verbal cancellations be accepted. A booking shall not be deemed cancelled until the Company has received such notification in writing.
6.5.3 The Client shall forfeit any deposits paid in the eventuality that they cancel the booking, irrespective of the stage at which the cancellation takes place, but such deposit shall be offset against any fee that remains outstanding to the Company as a result of the cancellation.
6.6 Postponement of a booking, for whatever reason whatsoever, shall be deemed a cancellation of the Booking Contract and the provisions contained herein as to cancellations & breaches shall apply.</p> | <p>Breaches
6.7 In the event that the Client fails to provide any of the items requested herein, fails to make timely payments as provided herein, fails to proceed with the booking, and/or breaches any of the other conditions set forth herein, then the Company shall notify the Talent that they shall have no obligation to undertake the duties described within the Booking Contract and the Company may immediately enforce any and all remedies available to it under the provisions of the law.</p> <p>7 <u>Confidentiality Agreement</u>
7.1 The conditions and compensation set forth in the Booking Contract are and shall remain strictly confidential. All parties undertake not to disclose such details to any third party unless otherwise agreed in writing.</p> <p>8 <u>Referrals</u>
8.1 All discussions between the Talent and the Client regarding fees or other contractual elements of a booking must be conducted via the Company.
8.2 All referrals for, and re-bookings of the Talent arising as a direct result of a booking contracted through the Company must be negotiated and contracted by the Company.</p> <p>9 <u>Photography, Recordings & Publicity Copyright</u>
9.1 The Client agrees that it shall not make, or procure the making of, any professional video, film or audio recording of the Talent [whether in whole or in part] without the prior written consent of the Company. In the event that such consent is granted, the Company shall be entitled to charge an additional fee.
9.2 Subject to clause 9.1, within 14 days of completion of the contracted services the Client shall provide the Company with full-length clean and unbranded copies of all recorded material featuring the Talent at the quality it was originally recorded. The Company shall be entitled to use the recorded material [in whole or in part] for promotional or publicity purposes without any copyright restrictions. The Client warrants that it has sought the requisite authority to fulfil this obligation.
9.3 Unless otherwise agreed and approved in writing by the Company, photographic stills (without flash) may only be taken for private non-commercial use, and not for public dissemination, and so long as appropriate permission has been sought from the Talent whose photograph(s) is/are to be taken.
9.4 Subject to clause 9.3, within 14 days of completion of the contracted services the Client shall provide the Company with clean and unbranded digital copies of all photographs featuring the Talent, at the quality and size they were originally captured. The Company shall be entitled to use any or all of the photographs for promotional or publicity purposes without any copyright restrictions. The Client warrants that it has sought the requisite authority to fulfil this obligation.
9.5 Neither the Company nor the Talent permits the unauthorised use of the name or photograph or likeness of the Talent for the promotion, endorsement, advertising or commercial purposes of any product or service whatsoever unless specifically agreed in writing beforehand.
9.6 All advertising and publicity referencing the Talent and relating to the Booking Contract (whether for print, broadcast or otherwise) must be presented in English to the Company and is subject to prior written approval of The Company. The Client should leave a minimum of a week turn-around time on all subject matter for review.</p> <p>10 <u>Performing Rights Society Disclaimer</u>
10.1 It is the responsibility of the Client to ensure that they possess appropriate licenses for the playback or broadcasting of copyrighted audio and video.</p> <p>11 <u>Insurance & Liability</u>
11.1 The Client and the Talent shall both be responsible for arranging their own Public Liability Insurance and any other appropriate insurance in respect of any liability that they may incur during execution of their duties under the Booking Contract. The Company can accept no liability for the actions or omissions of either the Talent or the Client during the event or function, including any omission of either party to arrange suitable insurance under the provisions of this clause.
11.2 All transportation arranged by the Client shall be subject to the prior written approval of the Company and, in any case, shall be fully insured by the Client. Drivers of chauffeur cars and taxis must be professionally licensed and insured.</p> <p>12 <u>Further Assurances</u>
12.1 In the event that the Company receives or discovers information which raises concern about the Client's ability to perform all of the terms and conditions herein, including timely payment, or concern that the planned duties of the Talent may not be in keeping with the Talent's public image or personal beliefs, then the Company may request certain assurances from the Client. These assurances may include, without limitation, advance payment, personal guarantees, other security arrangements or adjustment(s) to the agenda.</p> <p>13 <u>Amendments</u>
13.1 Any alterations to the Booking Contract, Rider/Addendum, or to these terms must be in writing and signed by both parties in order to be effective.</p> <p>14 <u>Waiver</u>
14.1 Failure by either party to insist upon strict performance of any provision of these Standard Terms or the failure of either party to exercise any right or remedy to which it is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under these terms.
14.2 No waiver of any of the provisions of these terms shall be effective unless it is expressly stated to be such and signed by both parties.
14.3 Neither the Company nor the Talent shall be liable in whole or in part for any liability incurred by the Client in carrying out the provisions of this agreement or otherwise.</p> <p>15 <u>Severability</u>
15.1 If any provision of these terms is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of these terms shall continue in full force and effect as if the terms had been executed with the illegal or unenforceable provision eliminated.</p> <p>16 <u>Law and Jurisdiction</u>
16.1 This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.</p> <p>17 <u>Headings</u>
17.1 The section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provisions hereof.</p> |
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