

Avenue Acoustic Duo: 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 Avenue Acoustic Duo 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 chosen 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 Avenue Acoustic Duo to perform. If Avenue Acoustic Duo 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. Performers' Responsibilities

Avenue Acoustic Duo will dress suitably for their performance and will provide equipment that has been PAT tested and that is in full working order. Avenue Acoustic Duo will provide £10 million public liability insurance cover. Avenue Acoustic Duo agrees that upon receipt of the Engager's 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 email to info@avenueacoustic.com, 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 Avenue Acoustic Duo

In the event that one or both members of Avenue Acoustic Duo are unable to perform, Avenue Acoustic Duo 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, Avenue Acoustic Duo 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 Avenue Acoustic Duo, 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 Avenue Acoustic Duo 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 Avenue Acoustic Duo, 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 the deposit 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.

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 Avenue Acoustic Duo or The Engager, no cancellation fees will apply.

5. Late and Extended Performance Fees

If the event schedule is changed on the day and Avenue Acoustic Duo 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 Avenue Acoustic Duo and The Engager – or his or her representative – on the day of the event, and will be payable directly to Avenue Acoustic Duo in cash. If the event runs late through no fault of Avenue Acoustic Duo and Avenue Acoustic Duo is required and agrees to finish later than the finish time in the Agreement (and no additional surcharge or waiver has been agreed by Avenue Acoustic Duo on the day of the event), an extended performance fee will be charged at a rate of 10% of the total balance due per ½ hour over-run, payable on the day of the event by the Engager to Avenue Acoustic Duo in cash. Avenue Acoustic Duo reserves the rights to refuse to extend performance times and to refuse to finish later than the time stipulated in the Agreement without penalty.

6. Technical Requirements

Avenue Acoustic Duo generally requires a single, surge-protected 13 amp socket (for larger 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). For larger events Avenue Acoustic Duo can use the house PA or a hired system, and requires two balanced XLR inputs for vocals and either ¼" or XLR input for the guitar.

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 as required by Avenue Acoustic Duo. For functions, evening entertainment and wedding bookings this would include a hot meal or buffet. For engagements requiring overnight accommodation, the Engager may provide suitable accommodation. Alternatively Avenue Acoustic Duo will charge accommodation at cost to the Engager.

8. Setup and Breakdown

Avenue Acoustic Duo will arrive at the venue at least one hour before performance. Setup requires approximately 30-45 minutes. If, after the sound check, there is a waiting time of more than 60 minutes before the first performance, a waiting fee of £30 per hour or part thereof becomes payable. Equipment is normally packed away and removed within one hour 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 Avenue Acoustic Duo.

9. Additional Songs, Background Music and Performance Breaks

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

10. Payment of Fees

Payment of deposit is strictly within seven days of acceptance of quotation where stipulated on the Booking Agreement. Payments are accepted by **cheque PAYABLE TO LAURENCE MENEAR**, by bank transfer, 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 or bank transfer 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 Avenue Acoustic Duo before the performance date. If Avenue Acoustic Duo, 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.