

# Terms and Conditions of the Blackford Fiddle Group Ceilidh Band

## September 9<sup>th</sup> 2023

### Definitions

<b>The Band</b>	the Blackford Fiddle Group Ceilidh Band including all musicians, caller(s) and sound technicians.
<b>Gig</b>	The event for which the band has been booked to play.
<b>Client</b>	The person/organisation responsible for booking the band.
<b>Guests</b>	The Client and any persons invited by them or attending event.
<b>Venue</b>	The location at which the Gig is to be held, including any staff or external contractors such as caterers.

We do our best to accommodate requests and other requirements when informed in advance of the event.

### Terms and Conditions

#### 1. Music and Equipment

1.1 The Band will usually be booked for a fixed duration and time. For events lasting more than 1½ hours a break is expected.

1.2 The Band requires 1 hour to set-up and sound check time directly before the Gig. Where possible, this should include at least 15 minutes when the room is not in use for other purposes. If that is not possible, the Client should ensure that access arrangements are made with the band in advance

1.3 The Band requires 30 min take-down time immediately after the Gig unless otherwise agreed in writing beforehand.

1.4 The Band will supply all musicians, callers and amplification equipment required.

1.5 The Band requires a minimum of one standard double mains socket and a reliable power supply to supply power to the PA equipment.

1.6 The Band requires exclusive use of an area not less than - 15 meters square for performance. Three chairs (no arms) are required for the band. Where the area is raised (such as a stage) safe access must be provided. Smaller spaces may be acceptable but only by prior arrangement.

1.7 A minimum area of 1 square meter per dancer in the dancing area is recommended.

1.8 Amplification equipment is solely for use by The Band with only the following possible exceptions:

1.8.1 We can provide amplification for auxiliary inputs (for example, MP3 players) if requested in advance. However, this activity must comply with normal performance licensing requirements and will only be available for the time that the band is booked for.

1.8.2 One vocal microphone to make announcements may be made available if requested in advance.

1.8.3 Use of the PA system for other performers is strictly by prior agreement.

1.9 Any loss or damage to equipment or instruments as a direct result of the Client or their Guests is the responsibility of the Client and all repairs or replacements will be billed to the Client.

1.10 Any requests for loans of amplification equipment or changes to the stated set-up and take down timings must be agreed before the Gig is confirmed.

1.11 The Client is strongly recommended to inform the Band in advance of any special requests for particular dances, or if the dancers have special requirements. The band will seek to tailor the event to meet the needs of those present, for example, if there are lots of children who might be keen to dance. . It is always best to agree an outline programme in advance.

## **2. Location, Venue and Timings**

2.1 The Band should be informed of the location and approximate timings of the Gig before the booking is confirmed.

2.2 The Band should be informed of any restrictions that will be applied by the Venue. If a venue is found to be unsuitable, for example if there is no safe surface on which to dance, the band reserves the right to refuse to play. The full fee may be charged.

2.3 An extra fee to cover transport may be charged, proportional to the distance travelled. This fee is included in the quote given by the band.

2.4 Additional charges apply to events that extend beyond 4 hours or after 2330hrs. It is essential that this is made clear when seeking and accepting a quote.

## **3. Payment**

3.1 The Band will advise in writing the cost of the Gig on request for a quote from the Client.

3.2 In exceptional circumstances or if event details are changed, the Band reserves the right to change the fee. The client will be notified of this in advance.

3.3 To confirm a booking, a deposit of 25% of the quote is required.

3.4 The remaining 75% of the cost of the Gig will be payable on the day of the Gig and should be paid within 14 days of the Gig.

3.5 Payment can be made by bank transfer (details sent out with quote).

3.6 Alternative arrangements can be made upon request to pay by cheque if necessary.

## **4. Cancellations**

4.1 Cancellations of less than six weeks prior to the agreed date will result in a loss of the deposit. Cancellations of more than six weeks prior to the agreed date will result in the return of the deposit upon request. If an event has to be postponed, The Band may simply transfer the deposit to cover a revised booking.

4.2 In the unlikely event that the band has to cancel a booking, a full refund will be provided and a replacement band sought on the Client's behalf if requested.

4.3 If by reason of strike, fire, war, riot, epidemic, civil commotion, national calamity, mechanical breakdown, order of the government or local authority, act of God, illness or other incapacity of Band members certified by a properly qualified medical practitioner, or other cause beyond the control of the Band, the engagement is unable to proceed, this agreement shall be null and void.

4.4 If in the event of the Band being unable to attend the event on the day, due to unforeseen circumstances such as car breakdown or accident, and the Band cannot find a suitable replacement, then the Band will refund the deposit and any balance payments in full to the Client. This is the limit of the Band's liability for being unable to attend an event.

## **5. Liability**

5.1 Any claims for liability prior to the engagement date, on the engagement date or any time thereafter, will be limited to the total fees received to date by the Band for the Gig.

## **6. Health and Safety**

6.1 It is the responsibility of the Client to ensure that the Venue is fit and safe to use. The Band will undertake a risk assessment on arrival, but this is solely for its own activities. It is expected that the Client and Venue will undertake the necessary assessments for the gig.

6.2 Ceilidhs can involve vigorous activity and as such Guests should be sufficiently fit and healthy to take part.

6.3 The Band is not liable for any injury occurring to Guests before, during or after the Gig.

6.4 The Band reserves the right to terminate a Gig if excessive alcohol or other factors are likely to cause damage or injury to the band, its equipment or the Guests.

6.5 All amplification equipment has been PAT tested and the band has up to date public liability insurance. Certificates and a risk assessment are available on request.