

# BPM EVENTS

## BOOKING CONTRACT

TERMS AND CONDITIONS

### CLAUSE 1: PAYMENT OF BOOKING FEES

The booking deposit is 10% of the agreed total fee. This will be due within 7 days of signing this contract. If the booking deposit has not been received within the allotted time (7 days), BPME will reserve the right to cancel the booking and free the 'artist' from contractual ties.

The remaining balance should be paid to BPME no less than 14 days prior to the event. If the final payment due has still not been received in the 14 days prior to the event, BPME will reserve the right to terminate the 'Booking Contract' and the deposit paid will be non-refundable at this point unless the cancellation reasons are covered in 'clause 5'.

### CLAUSE 2: CLIENT RESPONSIBILITIES

The 'client' must ensure that the performance venue is able to provide a safe source of power, a safe performance area and a parking space for at least 1 car.

The client must provide adequate mineral water and a free hot meal or buffet for all members of the act.

### CLAUSE 3: CANCELLATIONS

Cancellations by either party are not permitted except where 'Clause 5: Force Majeure' applies or where the 'client' and 'artist' mutually agree to cancel the booking (this must be provided in writing by both parties to BPME and all booking fees will be refunded).

Where an 'artist' cancels, BPME will begin the process of sourcing a suitable alternative at no additional cost to the 'client'. Whilst rare, on occasion an alternate act may not be available; in this instance BPME will refund all payments made by the 'client'.

Where the 'client' cancels in order to use a different supplier other than BPME, the deposit paid will not be refundable unless the client and BPME reach a mutual agreement. If the full booking fee has been paid at the point of cancellation, this will be refunded to the 'client' (minus the deposit).

### CLAUSE 4: PERFORMANCE SCHEDULE CHANGES

If an 'artist' has been asked and agrees to perform later than the agreed finish time specified in the booking contract, a satisfactory additional surcharge should be agreed between both parties.

If the timings of the event are overrunning due to no fault of the 'artist', the 'artist' is under no obligation to finish later than the time specified in the 'Booking Contract' and is still due full payment.

### CLAUSE 5: FORCE MAJEURE

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, accident or medical emergency, local or national pandemic, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law.

Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven, then the booking deposit and agreed fee paid shall be refunded.