

# Finlay Gigs: Booking Policy

## Terms and Conditions

### 1. Definition of Terms

For the purposes of these Terms and Conditions:

“Client” – The individual or organisation nominated to pay the deposit.

“Contract” – The binding legal agreement entered into by the client and the performer. Governed by Scots Law.

“Deposit” – The proportion of the booking total fee paid by the client to secure the booking.

“Equipment” – Any items used by the performer in the provision of the service.

“Initial Required Payment” – The mandatory cleared funds required from the client to secure the booking.

“Invoice” – A request by the performer to the client to pay for the contracted service.

“Payment” – Amounts transferred/to be transferred by the client to the performer.

“Performance Fee” – The total amount payable by the client to the performer.

“Performer” – Finlay Balfour (‘Finlay Gigs’).

### 2. Contract and Communication

2.1 By entering into the contract both parties agree to be bound by these Terms and Conditions.

2.2 **Offer:** The contract shall be initiated in the form of a written offer (performance fee invoice). This shall be valid for a period not exceeding 7 days from being issued. If no deposit is received within 7 days, the offer expires and the performance date will be released.

2.3 **Acceptance:** The offer shall be deemed as accepted by the client when the initial required payment (either the 50% deposit or the 100% total fee, as dictated by the timescales in Section 3.3) is received as cleared funds within the 7-day period outlined in Section 2.2.

2.4 **Communication:** The performer commits to making themselves available to clients throughout the process - from first call to the final chord. They commit to keeping open lines of communication with details of their preparations, what is required from the client, and other details such as arrival times and travel arrangements etc.

2.5 **Point-of-Contact:** Clients are in turn asked to provide up-to-date contact details for at least one person whom the performer is able to make contact with on the date of the event (the Point-of-Contact). This person must be physically present at the performance venue at least 30 minutes prior to the performer’s designated load

in/arrival time.

### 3. Fees and Payment

- 3.1 **Negotiation:** The fee for the performance/performances may be negotiated verbally or in writing. A written confirmation of this fee will be offered in the form of a performance fee invoice.
- 3.2 **Total Payable Fee:** The total fee stated on the invoice is the total fee payable by the client to the performer for the agreed service. Upon receipt of the initial required payment (per Section 2.3), this fee is not subject to change (except in circumstances set out in Section 4 – Amendments to the Contract).
- 3.3 **Payment Terms:** All bookings are subject to the following payment terms:
- a) For performance dates **more than 30 days** after the invoice is issued:
    - i. A deposit (50% of the total fee) is due immediately.
    - ii. A balancing payment (50% of the total fee) is due no later than 30 days before the event date.
  - b) For performance dates **within 30 days** after the invoice is issued:
    - i. The total fee (100%) is payable immediately.
  - c) All initial required payments (including deposits and full upfront fees) are non-refundable (except in circumstances set out in Section 5 – Cancellations).
  - d) All amounts due must be received within the appropriate timescales as cleared funds to the bank account stated on the performance invoice. All payments must be accompanied with the relevant invoice reference.
  - e) No discounts will be offered for early payment or immediate payment in full.
- 3.4 **Booking Confirmation:** Upon receipt of the initial required payment, a booking confirmation will be issued to the client. This serves as a contract summary, and sets out the key aspects of the booking (set times, event date etc.). The client is obliged to review this carefully and notify the musician within the appropriate timescale:
- f) For events where the confirmation is issued **more than to 30 days** before the event date stated on the confirmation, a period of **7 days**.
  - g) For events where the confirmation is issued **within 30 days** of the event date stated on the confirmation, a period of **24 hours**.
- 3.5 In the event of a client request to update the confirmation, a new booking confirmation will be issued and the aforementioned obligations and timescales are reset.

### 4. Amendments to the Contract

- 4.1 **Requesting an Amendment:** Clients are obligated to notify the performer of any requested changes to the agreed service within a reasonable time, and with a reasonable expectation of adherence to the request. For example, it may be more straightforward to move a performance slot forward 30 minutes, than it would be to arrange travel to a new venue.
- 4.2 **Timescales:**
- a) Any amendments to the agreed service requested **prior to 30 days** before the event date may be negotiated by both parties.

- b) Any amendments to the agreed service requested **within 30 days** before the event date will be made at the sole discretion of the performer.

## 5. Cancellations

- 5.1 **Cooling-off Period:** All bookings are subject to a 48-hour cooling-off period. This period begins when the initial required payment by the client is received as cleared funds in the account of the performer.
- 5.2 **Requesting a Cancellation:** Any clients wishing to request a cancellation must do so in writing, quoting the performance invoice reference (e.g. INV-0015). Entitlement to refunds depend on the time the client requests a cancellation:
  - a) For a cancellation request sent within the cooling-off period (48 hours from when the initial required payment is received), clients are entitled to a full refund of all amounts paid to date.
  - b) For a cancellation request sent after the cooling-off period ends, clients are not entitled to any refund of their initial required payment.
- 5.3 **Performer Cancellation:** In the extremely unlikely event that the performer must cancel the performance, the performer will notify the client in writing. The client will receive a full refund, and the performer will make reasonable efforts to secure a suitable replacement for the performance.

## 6. Photography/Videography

- 6.1 **Capture of Photo/Video:** Both parties may wish to undertake video/image capturing of a performance/relevant surroundings. This is generally taken to be a reasonable action and both parties (and others in the vicinity of the performance) agree to be featured in these images and any consequent promotional material/social media usage. However, any individual may at any time during the performance indicate their willingness to not be captured in this way, and subsequently be excluded from any such published material in the future.
- 6.2 **Right to Withdraw Consent:** The performer reserves the right to withdraw their consent to be captured in photo/video form at any time before, during, or after the performance in perpetuity. Should the performer choose to exercise this right, all media featuring them used for commercial or public promotional purposes must consequently be destroyed by the client, and the client must withdraw permission for its use by any third parties directly contracted by the client.

## 7. Equipment

- 7.1 **Provision of Equipment:** The performer is solely responsible for providing any and all necessary equipment required for the performance. The performer is responsible for the purchase, hiring, maintenance, and transport of said equipment in good working order to the venue on the date of the performance.
- 7.2 **Client Obligations:** The client agrees to provide a safe operating environment for the performer's equipment, and provide the necessary space required to operate said equipment. They also agree to ensure that no aspect of the venue, event guests, or the client themselves will interfere with the performer's equipment, and ensure

no damage/disruption is caused by the aforementioned. The client agrees to be held liable for any costs resulting from damaged equipment in such circumstances.

## 8. General Obligations

- 8.1 Both parties agree to act in good faith and make reasonable efforts to ensure the smooth execution of the service.
- 8.2 For the client, this may include but is not limited to: clear and timely notification of changes to event details, provision of accurate information (e.g. venue location, contact details), provision of a safe and dry location to perform in, provision of a safe power supply, provision of details of WiFi/Internet Access (if applicable), ensuring the venue holds the relevant licenses required for the performer to perform the service, providing free parking near the venue (and should none be available, agree to be responsible for reasonable costs thereof), providing a hot meal or being responsible for reasonable costs should the performer's time on site (including load-in and setup) exceed 3 hours, providing a safe water supply throughout the performance, and ensuring they and their guests/relevant parties act in a polite and appropriate manner before and during the performance.
- 8.3 For the performer, this may include but is not limited to: ensuring clear and timely communication of any relevant information prior to the event, arrival at the venue on time and in good order, committing to performing to the best of their ability as represented by promotional material, provision of Public Liability Insurance to a minimum cover level of £1,000,000 with certificate available for inspection upon request, agreeing to not undertake to perform any other service which may hinder or interfere with the contract between the performer and the client, conducting themselves in a polite and professional manner at all times before and during the performance, and ensuring the timely distribution of relevant documentation (e.g. repertoire, invoices, bank details).
- 8.4 **Right of Refusal:** The performer reserves the right to suspend or cancel the performance at any time, without refund, if the physical environment or power supply poses an immediate health and safety risk to the performer or their equipment.

## 9. Force Majeure

- 9.1 As with any contract, the usual exemptions and exclusions apply to extreme cases whereby either party is unable to fulfil their obligations under the contract due to circumstances beyond their control. Such circumstances include but are not limited to: natural disasters, global pandemics, acts of terrorism, global catastrophe, etc.
- 9.2 In such circumstances, the affected party may be obliged to provide reasonable proof of the nature of the Force Majeure event, and that they made reasonable efforts to mitigate the effects of the event.
- 9.3 In a proven case of Force Majeure, both parties agree to make best efforts to reschedule the performance. In this case, the terms of the original contract shall apply unless renegotiated and written consent is given by both parties.
- 9.4 In the event that both parties are unable to reach an agreement regarding a rescheduled event within 30 days of the Force Majeure event, the contract will be terminated, and the performer will retain all funds paid to date to

cover administrative costs.

## 10. Breach of Contract

- 10.1 Any party found to be in breach of any of these Terms and Conditions may be found to be in breach of contract. In such case, other parties are entitled to enforce the obligations of the party in breach, and otherwise to remedies allowed by Scots Law.

## 11. Additional Terms

- 11.1 Any terms and conditions stated above may be subject to change with the explicit written consent of both parties.