



**Terms and Conditions (Updated 23/02/21)**

1) Tommy Lewis is party to the contract as "The Supplier" of "The Act".

2) Force Majeure. In the event of the Performance having to be cancelled due to circumstances beyond the control of either "The Hirer" or "The Supplier", then neither party will have responsibility to the other for any loss suffered thereby. For the avoidance of doubt, no fee will be payable by either party in respect of performances cancelled by force majeure.

3) Should you ("The Hirer") wish to cancel a booking, you agree to be bound by the following scale of charges;

|                             |                              |                               |                              |
|-----------------------------|------------------------------|-------------------------------|------------------------------|
| 0-60 days<br>prior to event | 61-90 days<br>prior to event | 91-120 days<br>prior to event | 121 + days<br>prior to event |
| 100%                        | 75%                          | 50%                           | 25%                          |

**Clarification:** As per the charges scale above; 25% of the total fee is non refundable if "The Act" is cancelled by "The Hirer" 121 days prior to the event.

4) In order to secure a booking, a deposit equal to 50% of the total fee may be required. Deposits are only refundable in full when;

i) "The Hirer" wishes to cancel within 14 days of the initial booking/deposit payment.

ii) Where an engagement is cancelled by "The Supplier", in which case all deposits will be immediately refunded in full.

5) The balance on any engagement is normally due 14 calendar days before the event takes place unless otherwise agreed in writing. If "The Act" booked for such an event becomes unavailable and "The Supplier" is unable to find a suitable replacement, all monies received will be repaid.

6) In order to ensure that there are no non-appearances or let downs, the payment and receipt of the agreed deposit is an acknowledgement by both parties that the booking is confirmed. The receipt of the deposit means "The Act" is now unavailable to work/perform for any other "Hirer" during the time frame stipulated on the "Booking Invoice". The act, or members of the act, are still available to work/perform for other "Hirers" outside of the time frame stipulated on the Booking Invoice.

7) Any contract negotiated by "The Supplier" shall be subject to these terms unless otherwise agreed in writing between all concerned parties.

8) No servant or agent for Tommy Lewis ("The Supplier") has the power to vary these terms and conditions.

9) "The Hirer" is to provide a suitable performing area (providing a stage is not compulsory). "The Hirer" must provide a performance area of dry, level and stable flooring or base (setting up on grass, stone or earth is not acceptable). "The Hirer" must provide an adequate, professional weatherproof shelter over the performance area if "The Act" is to perform outside. Unless otherwise agreed, "The Hirer" must provide an electrical supply of British Standards where electrical equipment is to be used as part of a performance. Where "The Act" is expected to wear stage clothing other than their clothing worn during the events set-up, "The Hirer" must provide adequate dressing room facilities, unless otherwise agreed (toilets are unacceptable).

10) "The Act" will perform using the instrumentation as advertised to the "The Hirer" unless the need arises to use an alternative ('dep') musician, due to unforeseen circumstances. "The Supplier" will have 'dep' musicians on call to cover all eventualities, and reserves the right to use one or more of these if the need arises. There will be no reduction in the contracted fee if a 'dep' musician is used, and the use of one or more 'dep' musicians does not constitute grounds for cancellation.