



Terms and Conditions

- It is agreed that the remaining fee, plus GST if applicable, for each Engagement listed above shall be payable 14 days prior to engagement.
- The Hirer and the Band Leader agree that the equipment and instruments of each musician performing for an Engagement are not available for use by any other person, except by specific permission of the musician
- The Client shall ensure a safe supply of electricity and the security of the musicians and their property at the venue
- The Hirer shall not make or permit the making of any audio and/or visual recording or transmission of the musicians' performance without the prior written consent of the musicians.
- This Agreement may not be modified or cancelled except by mutual consent, in writing signed by both parties.
- Any rider attached here to and signed by both parties shall be deemed incorporated into this Agreement.
- Performers will arrive at the venue with comfortable time to set up. In an emergency the artist will telephone the venue to inform them of problems in good time.
- The Client agrees that if there is a sound limiter installed at the venue (or strict volume policies), it is the Client's responsibility to check that it will not disrupt the performance. If a sound limiter is installed and disrupts the performance, the Client agrees that performers are not to be held responsible for the disruption. No compensation is payable by the performers if the performance is disrupted in this way.
- If the performer/s is unable to perform through illness or accident, every attempt will be made to notify the Client. The performer(s) will make every reasonable effort to provide a replacement of an equivalent standard to fulfil the contract at the agreed rate. The Client agrees to accept the replacement performer(s) provided to fulfil the contract, whether aware of the replacement or not at the time of performance. The price for the replacement performer shall be the total price as described in the Schedule above; the Client shall not be entitled to a discount on the basis that the performer of the original booking has been replaced due to illness or accident.
- If the venue has no free parking (or free street parking nearby), the Client agrees to cover any parking costs incurred by the performer, unless specified otherwise in the schedule.
- The Hummingbirds must be provided with an up to date Run sheet for the event no less than 7 day prior.
- This contract can be cancelled by the Client, but the following cancellation fees will be payable: Booking fee of 20% is non refundable. If the contract is cancelled 4 months or more before the Event: 50% of the total cost is to be paid by the client. Cancellation fees are due no later than the event date. The performer may have the choice to waive these fees if further work can be found to replace the original booking. This decision will be made by The Hummingbirds.
- This contract shall be deemed to be accepted once the Client has either signed and/or emailed back their agreement to the terms to The Hummingbirds Collective or paid the non refundable deposit (whichever comes first). At this point, the contract is binding and can only be terminated at no cost to the Client by special written agreement from The Hummingbirds. Termination by the Client for any reason will incur cancellation fees as detailed in the clause above. This contract can be terminated at any time by The Hummingbirds Collective by notifying the Client in writing.

Print name: _____ **Date:** _____

Signature: _____