

SILK STREET MUSIC LTD CLIENT & AGENCY TERMS & CONDITIONS

All Bookings made VERBALLY, ELECTRONICALLY or in WRITING by Clients are accepted by Silk Street and are subject to the following non-negotiable Terms and Conditions and no others which shall form the contract between the Agency and the Client. If you have any questions please contact Silk Street before confirming your booking and agreeing to our T&Cs.

DEFINITIONS

"Silk Street" entity means Silk Street Music Ltd of 45 South Mossley Hill Road, Liverpool, L19 3PY.

"Act" means the person or persons contracted to provide entertainment to Clients.

"Deposit" means a sum equal to [X]% of the Fee payable by the Client to Silk Street in accordance with these terms and conditions."

"Booking" or 'Booking Contract' means the contractual agreement as outlined in the 'Client and Agency Agreement'

"the Fee" means the total amount payable by the Client for the Booking including the Deposit.

"Venue" means the location where the entertainment will take place.

"Data Protection Legislation" means: 1) unless and until EU Regulation 2016/679 General Data Protection Regulation ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations, and secondary legislation (as amended from time to time), in the UK and subsequently 2) any legislation which succeeds the GDPR.

"Force Majeure" means unusual and unforeseeable circumstances beyond Silk Street's control, resulting in events that could not be avoided even if we have taken every possible care. Such circumstances include (but are not limited to) war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion of airports, terrorist activity, natural or nuclear disaster, fire and adverse weather conditions.

PAYMENT

The Deposit is non refundable and payable. The remaining balance of the Fee (& deposit if applicable) shall be payable to Silk Street in full by the Client, no later than the date which is not less than 30 days prior to the date of the Performance by direct transfer (preferred), cheque, credit or debit card through its website.

Where the Booking has been made on behalf of a registered company, All invoices must be settled within 30 days of the date of Silk Street invoice. All payment transactions will be in GBP.

It is understood that Silk Street Music Ltd will exercise its statutory right to claim contractual interest and compensation for debt recovery costs under the late payment legislation if it is not paid according to agreed credit terms. Late payment will result in the Client being liable for the following charges:

- (i) An administration charge of £70 payable to Silk Street.
- (ii) Interest on the unpaid amount charged at 8% per annum above the Bank of England's base rate then in force on the outstanding balance calculated on a daily basis from the date the payment became due to the date of actual payment.

Any overdue payment outstanding from the Client will be referred to Silk Street's debt recovery agency or lawyers. If payment is not received by Silk Street in accordance with these Terms and Conditions Silk Street reserves the right to cancel the Booking by notice in writing to the Client. In such circumstances the Deposit paid shall not be refundable.

Where overtime is agreed between the Client and the Act, the additional fee will be negotiated via, and payable to Silk Street within 7 days of the performance.

CLIENTS AGREE TO:

- Provide full details of the required performance including timings, venue details & directions, contacts and all special requirements and to co-operate and comply with all reasonable requests of the Act and Silk Street in terms of the Act's performance hereunder.
- Ensure that no audio and/or visual recording or transmission of the Act's performance are made without prior written consent of Silk Street.
- Accommodate the performance of the Act by obtaining all necessary and appropriate licenses and clearance for any performance, including export restrictions and any necessary visas if the performance is outside the United Kingdom.
- Verify that the Venue can accommodate the Act's performance before making any booking and to disclose any information in advance to Silk Street.
- Ensure that that the equipment and instruments of each Act performing are not available for use by any other person except by specific permission of the Act.
- Ensure a safe supply of electricity (if required by the Act) and the security of the Act(s) and their property at the venue.
- Ensure a safe environment to perform in and agree to remove anyone who displays aggressive or abusive behaviour towards any Act.
- Provide respectable refreshments for all Acts. This should include free mineral water and soft drinks. A light snack to be provided for an afternoon booking and a hot meal or buffet to be provided for an evening booking.
- Provide a lockable changing room or storage space (allocated for Acts only and their property) & chairs for the duration of their stay at the event.
- Provide and/or pay for car parking facilities for all of the Act(s) vehicles as close to the performance space as possible and to allow parking of the Acts vehicles and to allow safe load in and load out of their equipment to and from the Venue.
- Provide a safe, appropriate environment to perform in with an acceptable temperature & weather conditions, cover & shelter (if outside).
- Provide the facilities as outlined on the Silk Street hospitality rider (as above) and agree to liaise with the Venue to arrange this.
- Get all appropriate permissions from the Venue and advise the Act of any restrictions (including inhibiting noise limiters) which may affect the Act's performance.
- The Deposit being retained by Silk Street in satisfaction of its fee for providing its booking services to the Client and the Act.

ACTS AGREE TO:

- Co-operate and comply with all reasonable requests of the Client and Silk Street in terms of the Act's performance hereunder.
- Conduct themselves courteously at all times and in accordance with the rules set out by the Client and the Venue.
- Adhere to any Health and Safety guidelines stipulated or presented in advance by the Venue.
- Not drink Alcohol excessively or take illegal drugs on the day of the event or whilst on site at the Venue.
- Take performing personnel only associated directly with the booking unless prior written permission has been granted.
- Accept full responsibility for the conduct and behaviour of the Act's personnel throughout the event and whilst on site at the Venue.

- Take full responsibility and provide a copy (upon request) of their own Public Liability insurance to the minimum value of £5,000,000 (five million pounds) cover.
- Take full responsibility for and provide a copy (upon request) of their own PAT certificate(s) for all electrical equipment being used by the Act whilst at the Venue
- Arrive, set up and perform on the date(s) and time(s) stated in the booking details.
- Perform the number of sets specified and if the event is running late, alter the sets at their discretion to fit the new schedule (Silk Street or it's Acts will not be held liable for any loss in performance time due to the late running of any event and full payment will apply).
- Finish the performance no later than the finish time stipulated in the Booking & leave the Venue once derig has been completed.
- Provide a performance equal or similar to that advertised on the Silk Street website.
- Provide all instruments and equipment necessary for the Act's performance, including appropriate amplification.
- On request of Silk Street, contact the Client in advance of the event to discuss and reconfirm the event details as outlined in the Booking Contract. The Act agrees to notify Silk Street of any contract changes requested by the Client.
- Make themselves available for the event as outlined in the Booking Contract and to be under no obligation to another party that could interfere with a Booking.
- Not assign or sub-contract the Booking to another artist or Act
- The Deposit being retained by Silk Street in satisfaction of its fee for providing its booking services to the Client and the Act.

COMPLAINTS

In the event of a dispute or complaint from either party, in relation to the Booking the issue must be put in writing and forwarded to the Silk Street within 14 days. Silk Street will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved, or an agreement reached, then the Client and Act should seek legal advice. Silk Street is not responsible for the 'Client' or 'Act' and their breaches of these terms and the agreement between them in respect of the relevant Booking. Silk Street will on a non-obligatory basis attempt to settle all disputes swiftly and satisfactorily but will have no liability in respect of such disputes for breaches by the Client or the Act..

Complaints arising from arrangements made between the 'Client' and the 'Act' but without consultation of Silk Street should be settled between the 'Client' and the 'Act' exclusively.

REFUND & CANCELLATION

Cancellations by either party must be given by email or in writing to Silk Street and sent to its postal address, 45 South Mossley Hill Road, Liverpool, L19 3PY. Cancellation takes effect on the date that such written cancellation is received at its postal address.

In the event that the Client cancels a booking, the Client is liable for the following cancellation charges which must be paid within 7 days:

- (i) Cancellation within 12 months of (but more than 6 months prior to) the event the Client is liable for 25% of the Balance Fee.
- (ii) Cancellation within 6 months of (but more than 3 months prior to) the event the Client is liable for 50% of the Balance Fee.
- (iii) Cancellation within 3 months of (but more than 1 month prior to) the event the Client is liable for 75% of the Balance Fee.
- (iv) Cancellation within 1 month of the event, the Client is liable for 100% of the Balance Fee.

All payments of any kind paid in advance by the Client are non-refundable. All cancellations and booking form adjustments (including, but not limited to, time and venue changes) will incur a £60 administration fee payable to Silk Street. In the event the Client postpones a booking, this will be deemed as a cancellation and the Client will be liable for the cancellation fees above. An alternative date may be accepted by Silk Street however the Client will at the sole discretion of Silk Street be subject to a new booking contract and Fee.

If in the unlikely event Silk Street is unavailable to provide the Act as set out in the Booking, a suitable alternative will be offered. If a suitable alternative cannot be offered Silk Street agrees to notify the client in writing and return the Deposit and any other payments made by the Client.

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, epidemic, accident, 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 cancellation fees outlined in 'Refund & Cancellation' shall be unenforceable.

MISCELLANEOUS

For a period of 18 months from the date of the event, the Client agrees to place all additional bookings of the Act directly through Silk Street.

ACCEPTANCE & RESPONSIBILITIES

The Client accepts this engagement entirely at the Client's own risk and is solely responsible for making all enquiries and arrangements to secure his/her safety. The Client further agrees that Silk Street Music Ltd shall have no responsibility or liability, whether express or implied, for anything connected with this engagement. Silk Street shall in no circumstances whatsoever be held liable by the Client or Act for any non-fulfilment, loss, damage or costs suffered by, or caused by, the Client or Act during the course of this engagement for any reason and the Client will indemnify fully Silk Street against any claim or action against Silk Street as a result of the Client or Act's acts or omissions or breach of these terms. Neither the Client nor Act nor Silk Street will be in breach of any of their obligations under these terms if this is due to Force Majeure or circumstances beyond either party's control.

DATA PROTECTION

All personal data that Silk Street Music Ltd may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

For complete details of Silk Street Music Ltd's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Silk Street Music Ltd's Privacy Notice available from www.silkstreet.co.uk/privacy-policy

DATA PROCESSING

In this Clause X and in the Booking Contract, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in Article 4, EU Regulation 2016/679 General Data Protection Regulation ("GDPR").

All personal data to be processed by Silk Street Music Ltd on behalf of The Client and Act, subject to these Terms and Conditions and the Booking Contract, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed

For the purposes of the Data Protection Legislation and for this Clause X and the Booking Contract, The Client is the "Data Controller" and Silk Street Music Ltd is the "Data Processor".

The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in our Privacy Policy found at www.silkstreet.co.uk/privacy-policy.

The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions and Booking Contract and our Privacy Policy found at www.silkstreet.co.uk/privacy-policy.

The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions and Booking Contract process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law.

Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in our Privacy Policy found at www.silkstreet.co.uk/privacy-policy.

- (a) Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential; and
- (b) Not transfer any personal data outside of the European Economic Area without the prior written consent of the Data Controller and only if the following conditions are satisfied:
- (c) The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;
- (d) Affected data subjects have enforceable rights and effective legal remedies;
- (e) The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- (f) The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
- (g) Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
- (h) Notify the Data Controller without undue delay of a personal data breach;
- (i) On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Booking Contract unless it is required to retain any of the personal data by law; and
- (j) Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with the Booking Contract and to allow for audits by the Data Controller and/or any party designated by the Data Controller.

The Data Processor shall not sub-contract any of its obligations with respect to the processing of personal data under the Booking Contract.

Either Party may, at any time, and on at least 1 calendar month's notice, alter the data protection provisions of the Booking Contract and Terms & Conditions, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Booking Contract.

ACCURACY OF INFORMATION

It is agreed that all information submitted by the Client to Silk Street forms the basis of the agreement between the Client and Agency and both parties warrant that it is accurate.

The Laws of England shall be applied.

This Agreement may not be modified or cancelled except by mutual consent, in writing and signed by both parties. By returning the contract, the Act and Client agree to the Terms and Conditions of the booking.

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