



Contract

This Contract is made on (date): _____, between: **Olly Wedgwood** (the Leader) and Joe Bloggs (the Engager)

To hire:

The Olly Wedgwood Jazz Soul Boogie Band (JSBB) - *The Jazz Quartet*
Piano/Vocals (Olly Wedgwood), Double Bass, Drums, Saxophone

Date of Engagement:

Saturday 21st June 2008

Venue Address & Postcode:

... to be completed by the client

Timings and performance details:

Arrive at venue to set up: from 6pm

First Set:

... to be completed by the client

Second Set:

Third Set:

(Set start timings are flexible, as required)

Either 3 sets

of 45min each, or

2 of 1 hour each or sim.

12pm latest finish

Other details:

Full JSBB "Jazz" sets - selection of jazz mainstream and popular numbers - see www.jazzsoulboogieband.com/OW3_jazz_trio.htm for our repertoire list.

The Leader will supply a P.A. system for the band with iPod and cd player to provide music during the break. The leader will also set up a **lighting rig** to light the band and dancefloor.

The Engager agrees to arrange a hot and healthy meal for the band during a suitable break - there will be 4 of us, and also to arrange drinks throughout the evening (soft drinks mostly and maybe the occasional beer - thanks!).

Total fee agreed:

£ *Agreed fee*

Notes: To secure this booking, please send a deposit of **£100** to the Leader (see address overleaf). **The Engager agrees to pay the Leader the Balance on or before the Date of Engagement.**

Signed (p1): Engager: *... signed by the client* Leader: *__ ... signed by the Olly*

Terms and conditions

1. The Engager will pay a non-refundable (subject to Clause 5) booking deposit of **£100** to the Leader on signature of this Contract and will pay the balance of the fee to the Leader by **cash or cheque on or before the Date of Engagement**.
2. The Engager is responsible, and will take all reasonable steps when booking the Venue, for ensuring that a safe supply of electricity (13 amp supply) and adequate performance space (**approximately 4m x 3m minimum, under waterproof covering**) are provided at the Venue.
3. If the Engagement is cancelled for a reason beyond the reasonable control of the parties, including without limitation where the Venue is unavailable because of labour disputes, war, civil commotion, malicious damage, compliance with a law or a notice issued by a licensing authority, accident, fire or flood (a "Force Majeure Event") this Contract will terminate, and the parties will have no further rights or obligations under this Contract. The deposit may be transferred (but not refunded) to secure a later alternative Engagement date depending on the Leader's availability.
4. If the Engager cancels the Engagement for a reason other than a Force Majeure Event, the Engager shall pay a proportion of the fee to the Leader in addition to the booking deposit as follows: **less than one calendar month before the Date of Engagement: 25% of the Total Fee, or less than 5 working days before the Date of Engagement: 50% of the Total Fee.**
5. The Leader may terminate this Contract in the event of (i) accident, incapacity and/or illness evidenced by a doctor's certificate; or (ii) vehicle breakdown whilst traveling to the venue evidenced by a certificate from a professional garage or breakdown recovery service. On termination under this Clause 5, the Leader will refund the booking deposit and further obligations under this Contract will cease immediately.
6. If the Leader cancels the Engagement for a reason other than a Force Majeure Event [or for a reason not otherwise specified in Clause 5 above], where practicable the Leader will use reasonable endeavours to provide an alternative performer(s) of a similar specification, and to the extent that the fee due to the alternative performer(s) exceeds the total fee that would have been payable to the Leader, the Leader will pay such additional amount.
7. The equipment and instruments of each musician performing at the Engagement may not be used by other performers or persons without specific permission of the musician.
8. This Contract may not be transferred, amended, cancelled or terminated except as provided above without the written agreement of both parties. This Contract is governed by English law.
9. The Engager agrees to provide each member of the Band with a **hot and healthy meal** at an appropriate time either before the performance or during a break, making **drinks** available to the Band during the event.

By signing below, I, the Engager, confirm that I have read, understood and agree to the details of the hire and to the terms & conditions as stated in this contract.

Signed: *signed by the client* .. (Engager)

Signed: ... *signed by the Olly* ... (Leader)

Address: *Client's contact details here*

Oliver J. Wedgwood

Olly's contact details here...

.....

Tel:

Tel on day: