



Registered Charity Number 1172336

Buckrose Concert Band

Performance Terms and Conditions

For the purposes of this document, the Buckrose Concert Band will be referred to as 'the Band' and the organiser of the event will be referred to as 'the Organiser'.

Equipment

The Band will supply equipment and music as necessary for the fulfilment of the performance unless indicated on the booking form, or in any other correspondence with the Organiser.

Alterations to the Performance

The Band commits to satisfying the musical requirements of the Organiser to the best of its ability but reserves the right to reasonably alter any aspect of the performance as deemed necessary (for example changes to the musical programme due to unavoidable absence of key band members). If any alterations are necessary, the Band will endeavour to keep the Organiser informed whenever possible.

The Band takes no responsibility for performance alterations which arise from circumstances outside The Band's reasonable control (for example delayed performance due to adverse traffic conditions).

Cancellation Policy

If the performance is cancelled by the Organiser on the day of performance, the full fee as confirmed on the Booking Form remains due to the Band, regardless of whether the Band has attended the venue or not.

- If a performance is cancelled by the Organiser within 72 hours prior to the performance, 50% of the performance fee is due to the Band
- Performances may not be postponed or rescheduled without the expressed permission of the Band, and a fee equivalent to 50% of the full fee may be due unless waived at the discretion of the Band
- The Band will always aim to carry out the performance, however if the Band cancels a performance, all reasonable effort to make alternative arrangements will be made and no fee to the Band will be due
- The Band accepts no responsibility for cancelling a performance due to factors beyond the Band's control

- Adverse weather and outdoor performances: Unless suitable shelter or protection is available, the Band reserves the right to cancel, cease or postpone the performance should weather conditions be unreasonable in the view of the Band (for example, the Band may stop the performance due to deteriorating weather conditions to prevent damage to the Band's equipment).

Insurance and Licenses

Public Liability: It is the responsibility of the Organiser to arrange necessary Public Liability insurance. If the Band's own liability insurance is required, this must be requested by the Organiser on the Booking Form. A suitable charge will be included in the booking fee.

PRS for Music: If applicable, it is the responsibility of the Organiser to ensure that a suitable Performing Rights Society license is held for the performance venue.

Other Licenses: If other licenses or legal requirements are necessary (for example for the sale of alcohol or Mechanical Copyright Protection Society license for recordings) it is the responsibility of the Organiser to ensure these are in place. The band takes no responsibility for any licenses which should be arranged by the Organiser.

Common Sense

The Band prides itself on a common-sense approach to its public performances. The Band will be respectful of naturally occurring difficulties or complications which happen through no direct fault of either the Band or the Organisers. The Band will be as flexible as possible to ensure that the musical requirements of the Organiser are achieved, however should the complications or difficulties become unreasonable in the view of the Band, the Band reserves the right to terminate the performance without notice and the full fee as stated on the booking details will remain due to the Band.

Payment

Payment for the performance should be made on the day of performance. If this is not possible, the Organiser must provide contact details to invoice the organisers. In this event, the payment must be settled within 14 days of the date of invoice or within 28 days of the performance, whichever is sooner. The Band will accept cash or cheque for performances and a receipt will be provided.

Cheques must be made payable to the Buckrose Concert Band and sent to:

Hon. Treasurer Emily Ibson
7 Parklands
Beeford
Driffield
YO25 8EY

Further Contact

Further discussion regarding the booking agreement or to make any alterations to the performance details should be made to Ursula Lavis, 63, Main Street, Beeford YO25 8aAY or through bookings@buckroseband.org.uk