

Lowering The Tone – Terms & Conditions – Live Music Services

Our Contracts

1. Contract agreements are made on an agreed date between us and an individual hirer with address stated on the contract (proof of ID or address may be required).
2. Contracts contain a full schedule of our involvement, including arrival time, sound check time, set time(s), refreshment/meal breaks (if agreed), and finish times.
3. Contracts will contain a payment schedule including dates for payment of deposits (if agreed) and balances (see payment terms). They will also contain the payment method details.

Payment Terms

4. When a booking is confirmed you may be required to pay a non-refundable booking deposit (usually 20% of total fee) to retain the booked date(s). Payment for the deposit can be by cash, cheque, or bank transfer, details of which will be stated on the payment schedule in the contract. A booking is confirmed when we receive payment of your deposit along with a signed copy of the contract. When we have confirmed the booking with you either by verbal agreement or by e-mail you are legally obliged to fulfil the contract and payment will be required.
5. We reserve the right to not supply any service or equipment until the booking has been fully paid for if we reasonably believe that full payment will not be made.

General Terms

6. You (The Hirer) must be over 16 to make a booking.
7. If upon arrival at the site/venue we are unhappy with any aspect of the venue or it is deemed to be unsafe then we reserve the right not to rig our equipment or perform any service, and you (The Hirer) will lose your booking deposit. You (The Hirer) may also incur travel expenses and be liable for the full fee for the Engagement.
8. It is your responsibility (The Hirer) to ensure the site/venue is fit for purpose. We can do this for you but there may be a charge to cover time and travel costs. This includes adequate cover for outside events – we can supply cover but this will be at additional costs.
9. We are NOT responsible for the security of our equipment or performers or other staff at the engagement; it is your responsibility (The Hirer) to ensure adequate security is provided.

Running Late

10. It is expected that our involvement will run to time within 30 minutes of the schedule stated on the contract.
11. We reserve the right to modify our involvement to bring the event back on schedule if it is running late.
12. If, through your event running in excess of 30 minutes late, you require our involvement to be extended past the agreed scheduled times, extra time will be charged at 30 pounds per musician per half hour period ending before midnight, and 40 pounds per musician per half hour ending after midnight. Such an extension will only be granted if agreed to by all the affected musicians.

Cancellation

13. Cancellation by either party will be notified to the other party in writing, with receipt confirmed by the other party. In the event of cancellation by the Hirer for whatever reason, the deposit shall be non-refundable. If cancellation takes place less than 30 days before the agreed performance date, then the full balance of the agreed fee will be payable on the date the performance was due to take place.

What We Will Do

14. We will ensure that our equipment is in full working order for the engagement.
15. We will ensure that all of our equipment is fully PAT tested and complies with electrical regulations.
16. If we fail to meet the contract terms, then we may at our discretion seek an alternative company to fulfil your requirements. If an alternative cannot be found then we may at our discretion or give a partial or full refund dependent on the circumstances. In the event that we are held liable for losses which you have incurred arising out of or in connection with the hire of the equipment or our failure to provide the contracted service, our liability to you shall be limited to a sum no greater than the amount paid by you for the services or equipment hired.

What We Will Not Do

17. We will NOT accept liability for any equipment directly or indirectly connected to ours that has not been PAT tested and does not comply with electrical safety regulations. We can have your equipment tested on your behalf but you (The Hirer) will be liable for all associated costs.
18. We reserve the right to refuse to connect your equipment to our own if we deem it unsafe.

Live Recordings

19. We will require a copy of any audio or video recording in which our musicians or equipment are featured.

Photography

20. We reserve the right to photograph any event that we supply equipment or services to for our own publicity and promotional purposes.