



## TERMS & CONDITIONS

### THE HIRER AGREES TO BOOK THE ARTIST ON THE FOLLOWING TERMS OF THIS AGREEMENT:

**EQUIPMENT LOSS/DAMAGE:** THE HIRER WILL BE HELD LIABLE FOR ANY LOSS/DAMAGE CAUSED TO THE EQUIPMENT DURING THE ARTIST'S PERFORMANCE, WHICH WAS BEYOND THE ARTIST'S CONTROL (SOMEONE SPILLING A DRINK ON EQUIPMENT ETC.)

**ELECTRICAL SPECIFICATIONS:** IT IS THE HIRER'S RESPONSIBILITY TO ENSURE SUFFICIENT POWER AT A DESIGNATED POWER POINT( ELECTRICITY ), OR A 5 KVA GENERATOR (OR SIMILAR POWER SOURCE) IS AVAILABLE FOR THE EVENT.

**TRANSPORT, ACCOMMODATION, AND MEALS (INCLUDED IN FINAL TOTAL):** THE HIRER WILL PAY A TRAVEL TOTAL (WHICH WILL BE DISCUSSED WITH THE ARTIST) TO COVER ALL PERSONNEL TRAVEL, EQUIPMENT TRANSPORT, PERSONNEL ACCOMMODATION, AND MEAL COSTS. PLEASE TAKE NOTE, ACCOMMODATION COSTS WILL BE REQUIRED IF THE ARTIST HAS TO TRAVEL FURTHER THAN 100 KM. CONFIRMATION OF THESE ARRANGEMENTS MUST BE PROVIDED IN WRITING.

**CANCELLATION OF PERFORMANCE:** IF CANCELLED BY THE HIRER AFTER THE DATE IS CONFIRMED AND THE DEPOSIT PAID, THE DEPOSIT WILL BE NON-REFUNDABLE. THE PERFORMANCE MAY ONLY BE CANCELLED BY THE HIRER BY WRITTEN NOTICE. IF THE HIRER CANCELS WITHIN 14 DAYS BEFORE THE PERFORMANCE, THE FULL FINAL TOTAL OF THE PERFORMANCE, DEPOSIT, AND ANY INCURRED COSTS ARE PAYABLE AND NON-REFUNDABLE. THIS PERIOD EXTENDS TO 30 DAYS FOR WEDDINGS AND CORPORATE EVENTS.

IF ANY PERFORMANCE IS CANCELLED WITHOUT PROPER WRITTEN NOTICE; IF NO CANCELLATION PERIOD IS SPECIFIED; OR IF THE PERFORMANCE IS CONFIRMED WITHIN THE CANCELLATION PERIOD SPECIFIED: THE PERFORMANCE STANDS AS CONFIRMED AND THE FULL FINAL TOTAL IS PAYABLE IMMEDIATELY BY THE HIRER IN THE EVENT OF A CANCELLATION. EVEN THOUGH ALL POSSIBLE EFFORTS WILL BE MADE TO HONOUR BOOKINGS, THE ARTIST MAY CANCEL AT ANY TIME IF UNABLE TO PERFORM DUE TO SICKNESS, INJURY, TRANSPORT PROBLEMS, WEATHER CONDITIONS, OR ANYTHING BEYOND THEIR CONTROL INCLUDING NATURAL DISASTERS, OR PANDEMICS, AND IS NOT LIABLE TO REPAY ANY AMOUNTS PAID BY THE HIRER BEFORE THE ARTIST CANCELLING.

**PAYMENT:** UNLESS AGREED OTHERWISE (SET OUT IN WRITING) PAYMENT OF THE FULL BALANCE OF THE FINAL TOTAL IS TO BE MADE ONE WEEK PRIOR TO THE EVENT DATE.

DELAY, INTERRUPTIONS, AND FINISHES: IF A PERFORMANCE IS DELAYED, INTERRUPTED, OR FINISHES EARLY AS A CONSEQUENCE OF ANY ACT OR OMISSION OF THE HIRER OR DUE TO BAD WEATHER CONDITIONS, THEN THE HIRER WILL STILL PAY THE FULL FINAL TOTAL. THE ARTIST IS NOT OBLIGED TO CONTINUE PAST THE SET FINISHING TIME UNLESS THEY AGREE. IF THE ARTIST IS REQUIRED TO PERFORM OVER THE CONFIRMED TIME AS STIPULATED IN THE INVOICE, A FLAT RATE OF R 3000 WILL BE CHARGED PER HOUR.

**INDEMNITY:** THE HIRER INDEMNIFIES THE ARTIST AND PERSONNEL AGAINST ALL CLAIMS, INCLUDING COSTS, LEGAL AND OTHERWISE, BY THE HIRER OR ANY OTHER WHO AS A RESULT OF THE PERFORMANCE/S OR CANCELLATION OF PERFORMANCE/S SUFFERS ANY LOSS OR DAMAGE OF WHATSOEVER NATURE.

**CONFIRMATION OF PERFORMANCE:** NO BOOKING IS CONFIRMED BY THE ARTIST UNTIL A 50% NON-REFUNDABLE DEPOSIT HAS BEEN PAID IN ADVANCE. A 50% NON-REFUNDABLE DEPOSIT SECURES YOUR BOOKING DATE. ONCE THE DEPOSIT IS PAID, A CONFIRMATION EMAIL WILL BE SENT OUT WITH THE CONFIRMED DATE.