

**Tony Roberts terms and conditions**

1) **DEFINITIONS** This agreement is formed between yourself (referred to in the Terms & Conditions as "the CLIENT/CLIENT") & JOKERS Comedy LTD (soon to be rebranded as APOLLO Entertainment Agency, and hereafter referred to as JOKERS) on behalf of Tony Roberts (THE ARTIST / PERFORMER). The “Products” or “Services” shall relate to any products or services that are provided by JOKERS to you the CLIENT in this case the advance booking of one of our performers, namely Tony Roberts. These conditions do not affect your statutory rights.

2) **TERMS** JOKERS agrees to supply the product(s) or service(s) to the CLIENT as detailed in the agreement and according to the terms and conditions of this contract.

3) **ENFORCEMENT** Should JOKERS choose not to enforce any or all of these conditions, it should not be interpreted as a waiver of any of the Company’s rights. By providing JOKERS with a confirmed booking and by paying the agreed deposit amount, the CLIENT accepts these terms and conditions. Both parties will at all times act professionally, responsibly and within the Laws of Great Britain and at all times the performers are protected by legal guidelines enshrined by EQUITY and upheld by the MUSICIANS UNION.

4) **DEPOSIT / INVOICE** JOKERS shall issue an invoice to the CLIENT in respect of products or services supplied, or to be supplied, the payment terms for which will be stipulated clearly on the invoice. Unless otherwise agreed this will be 50% of the overall fee at point of booking to secure the date and the remainder due no later than 14-days before the agreed event date itself. Failure to pay may result in services being withdrawn.

5) **HEALTH & SAFETY** Both JOKERS, its representatives & the CLIENT will act in accordance with all relevant health and safety requirements in order to provide the agreed product(s) or service(s). All professional fees including but not limited to Work Permits and International VISAs must be covered by the CLIENT and any fees incurred post performance will be reimbursable to the performer by the CLIENT. The CLIENT will also agree to pay any foreign entertainment taxes which may be incurred by the performer. Failure to obtain the relevant work permits or visas could result in the ARTIST not being able to perform, in this circumstance full fee payment would still be owed to the performer.

6) **EQUIPMENT** It is agreed by the CLIENT and the ARTIST that the equipment and instruments of the ARTIST are not available for use by other performers or persons except by specific permission of the ARTIST. An Agent cannot be held responsible for damages to any persons or property caused by another self-employed ARTISTE; Tony accepts this full responsibility. Should any damages occur to the ARTIST, persons, property or equipment, by the engager, their guests, or other function, venue staff, the engager is to ensure full responsibility, both legally and financially, including but not limited to the cost of replacement equipment, hire of interim replacement equipment, transport costs, medical expenses, legal costs, etc.

7) **SOUND LIMITERS & VOLUME** The adjustment of the volume and sound level of any equipment shall be as the CLIENT reasonably requires. However, it is understood that the ARTIST cannot guarantee the quality of their performance should their volume be reduced below the level of the unamplified instruments. Furthermore, it is understood that the ARTIST cannot be held responsible for non-performance in circumstances where a sound limiter is set so low that live music performance is not possible for an ARTIST of their type.

8) **CREATIVITY** Unless otherwise agreed, the CLIENT accepts that the performer will make decisions on creativity within the product(s) or service(s) booked. This includes but is not limited to song choices and lengths of sets. In certain circumstances some services may be unable to be performed due to time or weather restraints.

9) **CANCELLATIONS / RE-SCHEDULING DUE TO COVID** All monies paid by the CLIENT to book the product(s) or service(s) from JOKERS will be accepted as a Booking Fee/Deposit. If the CLIENT cancels their booking less than 6 Months prior to JOKERS supplying the product(s) or service(s), the CLIENT will be liable to pay the whole remaining invoice value less any Booking Fee/Deposit already paid. If the CLIENT cancels their performance more than 6 Months prior to the Company supplying the product(s) or service(s), they shall only forfeit the Booking Fee/Deposit. Booking Fees/Deposits are entirely non-refundable regardless of notice period unless JOKERS are unable to complete the work originally agreed or a suitable replacement performer cannot be found.

With specific regard to the current **COVID-19** situation if a CLIENT is looking to re-schedule their event date JOKERS will allow their deposit to sit “on file” for a period of no more than 24 months (2 years) from the date of their original booking. Once a suitable date has been agreed and confirmed by both CLIENT and PERFORMER the remainder of the fee is payable by the CLIENT to the performer no later than 14-days before the date of the **original** performance. If a new date cannot be agreed upon or in the unlikely event that Tony is already booked for the new suggested performance date, JOKERS will offer other appropriate replacement suggestions for the CLIENT to consider. In the unlikely event that a secondary date has to be sought following a previous change of date (hereafter known as a “*re-re-schedule*”) an administration fee of **£150.00** will be payable to JOKERS by the CLIENT to cover all administration costs and services.

9) **LIABILITY** JOKERS accepts no liability for any loss or damage that may arise from the supply of the product(s) or service(s). In the unlikely event of JOKERS being unable to supply the product(s) or service(s) as specified at the point of booking, liability shall be limited to the total invoice value – or monies already paid by the CLIENT. Whilst every care is taken in the handling of the CLIENT’s property, JOKERS accepts no responsibility whatsoever for any loss or damage, however caused, or any other loss by unforeseen circumstances whilst they are in the custody of them. Liability for such loss or damage will be limited to the replacement cost of the materials or media and in no circumstances will any liability attach to any claim for the value of the content.

10) **PERMISSION** The CLIENT must ensure that all necessary arrangements have been made with, and permissions obtained from, people and places where the performance is taking place. The CLIENT will notify those attending the event that they may be recorded on mobile devices for promotional purposes and that by attendance they give their consent to being recorded.

11) **ASSIGNMENT** JOKERS retains the right to assign the supply of the product(s) or service(s) to the CLIENT to another suitable company or individual should they be unable to complete these terms and conditions, be already booked or unable to make due to unforeseen circumstances. A suitable and recommended replacement company and/or performer will always be offered. JOKERS will at no stage be directly or indirectly responsible for the actions or words of its performers. This includes but is not limited to cancelations by the individual performers.

12) **PRIVACY** Unless otherwise agreed JOKERS will treat any information gained during the supply of the product(s) or service(s) as being private and confidential. Likewise, the CLIENT shall keep confidential any information used by JOKERS to supply the product(s) or service(s).

13) **FORCE MAJEURE** JOKERS will not be liable for Tony’s failure to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, vehicle breakdown, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control (FORCE MAJEURE). JOKERS will not be liable for any refund, in part or whole, where our performers are late accessing the venue and setting up because of earlier events, over-running, or where we are prevented from accessing and setting up by the venue management. Neither will JOKERS be obligated to provide an extension to the agreed timescale or project length.

14) **RE-BOOKINGS** All re-bookings for the relevant performer must revert to JOKERS COMEDY LTD (soon to be Apollo Entertainment). This includes but is not limited to the specific act that is booked as well as their associated goods and services.

15) **TV & FILM** The CLIENT agrees to release the performer of all contractual obligations if a booking for the performer to appear on TV or Film or any other booking deemed beneficial for the furtherance of the performer’s career subsequently arises. In this situation all monies and deposits received in advance by JOKERS or the Performer directly will be refunded in full to the CLIENT.

16) **SECURITY** The CLIENT shall guarantee at all times that adequate security is provided in order to ensure the performer can carry out their duties to the very highest level. The safety of the performer, auxiliary personnel, their equipment, instruments, costumes and personal property before, during and after the engagement are of paramount importance.

17) **CHANGING ROOMS** The CLIENT agrees to arrange suitable, private, secure changing facilities for the performer as required ideally with Mirror and Bathroom facilities.

18) **RIDER** The CLIENT agrees to supply food and drink to the PERFORMER in line with any riders provided in advance.

19) **COMPLAINTS** If through their own fault the ARTIST is unable to fulfil part of the event schedule or breaks the terms of this contract and the CLIENT would like to claim a reduction on the ARTISTs fee, JOKERS will liaise with Tony in order to discuss the nature of the complaint and request a written statement detailing their version of events. JOKERS will act as mediator between CLIENT and ARTIST in order to come to an amicable agreement over any refund or expense which may be due. If JOKERS cannot settle the dispute to the mutual satisfaction of both CLIENT and ARTIST, both parties must settle the matter directly via their own legal representatives. Any dispute between the CLIENT and the ARTIST based on changes to the contract/performance that were agreed by both the CLIENT and the ARTIST (but not confirmed by JOKERS in writing) must be settled between the CLIENT and the ARTIST directly. JOKERS will not be able to mediate over these changes.

***SIGNED*** ***NAME***

***DATE:* / /**