Artist Booking Terms

Definitions

"Artist" - a Musician or Group which has been booked for a gig through Nixon Entertainment.

"Event" - the period of time when the Artist performs the Booking.

"Net fee" - refers to the amount paid to an Artist after a gig inclusive of all performance fees and expenses.

"Total quote" - refers to the total amount charged to the Client.

Terms

Any booking verbally, electronically or in writing will be a legally binding contract subject to the following non-negotiable terms and conditions of booking:

1. **Quoting and confirming the booking**

1.1. All quotes submitted by the Artist should be inclusive of travel costs, PA hire and any other expenses related to the booking. Additional requirements such as a meal provision must be explicitly mentioned in the Artist's cover note, or agreed in writing with the Client before a booking is made.

1.2. When submitting a quote, the Artist is responsible for ensuring that all information on their profile page is accurate and up to date.

1.3. The booking is confirmed when the Artist clicks the 'Accept' button following receipt of a Booking Request.

1.4. By accepting a Booking Request the Artist is entering into a legally binding contract with the Client, in which the Artist is committed to carrying out the booking and fulfilling the terms of the agreement as outlined with the Client.

1.5. By accepting a Booking Request, the Artist also agrees to adhere to the terms of the Nixon Entertainment Artist Code of Conduct (see below).

1.6. If the Client themselves is not able to meet the Artist on the day, the Artists should ensure in advance that the Client has confirmed a designated point of contact for the day of the Event, such as a venue manager or wedding planner.

2. Direct Contact with Clients

2.1 If a Client contacts the Artist directly prior to making a booking, the Artist must inform Nixon Entertainment of any booking details agreed upon during the conversation.

2.2 Any booking details verbally agreed between the Artist and Client must be confirmed in writing with the Client via the Nixon Entertainment website.

2.3 The Artist is responsible for ensuring that the Client understands that a Booking is not confirmed until it is formally requested by sending a "Booking request" via the Nixon Entertainment website.

2.4 If a Booking initiated via the Nixon Entertainment website is agreed in person but not confirmed via the Nixon Entertainment website, the Artist must still pay the Nixon Entertainment Service Fee. This must be paid to Nixon Entertainment within 24 hours of the date of the Event.

2.5 If the Artist fails to pay the Nixon Entertainment Service Fee for a booking that was initiated on the Nixon Entertainment platform, even if it was confirmed outside of the Nixon Entertainment platform, their account will be suspended until payment is received.

2.5.1 Nixon Entertainment reserves the right to ban an Artist for taking an Nixon Entertainment booking off the Nixon Entertainment platform.

2.5.2 Without prejudice to any other rights or remedies available to Nixon Entertainment (including those in clause 4.6.3), where any Nixon Entertainment Service Fee or other amount owed by the Artist to Nixon Entertainment under these Musician Terms remains outstanding, Nixon Entertainment may withhold, delay or set off any sums otherwise payable to the Artist by Nixon Entertainment in connection with any bookings and apply such sums in or towards satisfaction of the outstanding balance.

3. Receiving payment on-site

3.1. All payments which go through the Nixon Entertainment site (on-site) are transferred using our payments provider. Our payment provider has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level.

This is the most stringent level of certification available in the payments industry.

3.2. By clicking "Save" and registering your account details, you agree to the payment providers Services Agreement and the payment provider Connected Account Agreement.

3.3. Payment on-site takes place in two stages.

3.3.1. Nixon Entertainment transfers a deposit amounting to 10% of the Artist's Total quote to the Artist when they accept a booking through Nixon Entertainment.

3.3.2. Nixon Entertainment transfers the remainder of the Net fee to the Artist 5 working days after the Event date. Exact timing of the payment may vary depending on different Artist and Client bank accounts.

3.4. Nixon Entertainment takes a Service fee of 12% of the Total Quote on all bookings, including bookings agreed via direct messages. This covers the cost of running the Nixon Entertainment platform and securing contracts for musicians.

3.5. The take-home pay which the Artist receives is known as their Earnings. The full breakdown of the Artist's fee can be viewed on their Payments dashboard.

3.6. If the Client fails to make a deposit or remainder payment in sufficient time ahead of the event, Nixon Entertainment may cancel the booking and release the date for the Artist. In the event of such a non-payment, the Artist shall not be obliged to perform, and the booking shall be treated under the usual terms of the Cancellation Policy.

3.6.1. In such cases, Nixon Entertainment will assist the Artist in securing any payment owed to them under the terms of Nixon Entertainment's Cancellation Policy.

4. Off-site payment

4.1. Though most booking payments take place through the website payment system, some Clients may be able pay Artists using off-site methods such as cash or cheque on the day of the Event.

4.2. This is made clear to the Artist when they accept a Booking Request and in doing so they accept that they are responsible for ensuring the payment is

made correctly and on time. Nixon Entertainment cannot enforce off-site payments.

4.3. If an Artist is unsure of the method of payment, they should communicate this to the Client as soon as possible and if there is no response, get in touch with Nixon Entertainment at enquiries@nixon-entertainment.com.

4.4. Nixon Entertainment is unable to offer Artists deposits for bookings where the payment is made off-site.

4.5. Off-site payments cannot be protected by the Nixon Entertainment Cancellation Policy.

4.6. If the Artist receives their fee for a job using an off-site payment, they remain responsible for paying the Nixon Entertainment Service Fee to Nixon Entertainment.

4.6.1. This fee must be paid using the link sent to the Artist when the booking is accepted.

4.6.2. This fee must be paid in advance or within 24 hours of the event, except where payment has not yet been received from the Client. In such cases, the Artist must inform Nixon Entertainment of the delay to avoid late payment penalties.

4.6.3. If this fee remains unpaid by the Artist over 24 hours after the event and no reasonable explanation has been provided, Nixon Entertainment reserves the right to suspend that Artist's Nixon Entertainment account until full payment is received.

5. Cancellation

5.1. If an Artist needs to cancel a booking, they must immediately inform Nixon Entertainment by using the Cancellation button on their booking page. Nixon Entertainment will inform the Client and help them secure a replacement musician for their event.

5.2. Acceptable reasons for cancellation include events that will result in the Artist being unable to get to the Event. This includes but is not limited to natural disasters, serious illness or injury, riots or bereavement.

5.2.1. Unavoidable transport disruption is considered an acceptable reason only if the Artist is verifiably unable to make alternative travel arrangements to get to the Event.

5.2.2. In the event of a cancellation due to illness or injury, Nixon Entertainment reserves the right to ask for reasonable evidence of the same.

5.3. The Artist can cancel one booking per calendar year without an acceptable reason. A second cancellation without an acceptable reason will result in the Artist's profile being suspended from applying for jobs via the Nixon Entertainment website for 3 calendar months. Further cancellations without an acceptable reason may result in a permanent ban.

5.4. No penalties are applied to booking cancellations where the Artist is able to provide a professional, experienced and reliable deputy performer for the

event. The Artist must inform Nixon Entertainment of this when filling out the Cancellation form on their booking page.

5.5. In the event that the deputy performer does not have an active Nixon Entertainment account, the Artist takes full responsibility for any disputes or complaints brought on by the Client in relation to the deputy performer.

5.6. In the event that the deputy performer does not have an active Nixon Entertainment profile, any review left by the Client about the deputy performer will appear on the Artist's Nixon Entertainment profile.

5.7. Informing a Client of a cancellation is not a valid method of cancellation. All communication regarding cancellations must be sent to Nixon Entertainment. A booking is not cancelled until the Artist has clicked the Cancellation button on their booking page.

5.8. If an Artist cancels a booking, and that cancellation is not treated as a Client Cancellation under our Terms, they will be invoiced for any payment amount already received in relation to the booking and the Client will be given a full refund.

5.8.1. If the Artist fails to repay any payment amount invoiced under clause 5.8 by the due date stated on the invoice, Nixon Entertainment reserves the right to suspend the Artist's Nixon Entertainment account, including the ability to apply for and accept new bookings through the Nixon Entertainment platform, until such amount has been paid in full.

5.8.2. Without prejudice to any other rights or remedies available to Nixon Entertainment, where any amount owed by the Artist to Nixon Entertainment under clause 5.8 remains outstanding, Nixon Entertainment may withhold, delay or set off any sums otherwise payable to the Artist by Nixon Entertainment in connection with any other bookings (including any deposits and remainder payments) and apply such sums towards satisfaction of the outstanding amount, in accordance with clause 2.5.2.

5.9. All cancellations are subject to the Cancellation Policy.

5.10. If a booking is cancelled as a result of death of the client, one of their close dependants or the guest of honour of the Event, bespoke cancellation terms may take precedence over Nixon Entertainment's default Cancellation Policy.

5.11. In the event that an Artist is using their own contract, this shall be appended to the Nixon Entertainment T&Cs and Cancellation Policy, except where the agreed method of payment for the booking is cash, cheque or bank transfer upon reception of an invoice received by the Client from the Artist rather than from Nixon Entertainment.

6. Last minute cancellations and No Show Policy

6.1. A "no show" is when an Artist does not carry out a booking without having communicated their intention to Nixon Entertainment or communicates to

Nixon Entertainment that they wish to cancel a booking less than 24 hours before the job start time.

6.2. No shows not only reflect badly on the Artist but also on Nixon Entertainment and so will be dealt with very seriously. If an Artist "no shows", Nixon Entertainment reserves the right to remove them from the platform.

6.3. If an Artist "no shows", they will be invoiced for any payment amount already received in relation to the booking and the Client will be given a full refund.

6.3.1. In the event of a same day cancellation or no show, Nixon Entertainment reserves the right to charge an additional compensation fee to the Artist on behalf of the Client.

6.3.2. This policy will not apply to instances when the Artist is unable to perform due to events of force majeure such as serious injury, transport accidents, natural disasters, riots or death.

6.4. If an Artist falls ill within 48 hours of the event, they must provide a doctor's note if they wish to be eligible for the exemption clause 6.5.

6.5. Under any and all circumstances, unless they are incapacitated, the Artist is required to inform Nixon Entertainment of the cancellation by using the Cancellation button or the Emergency Support form on their booking page.

7. Changes to booking details

7.1. If an Artist needs to make changes to the details of the booking before the booking has been secured, such as the line-up, performance duration or fee amount, this must be done using the Nixon Entertainment site and must be accepted by both parties before the booking is confirmed.

7.2. Once a booking has been secured, Artists should not communicate changes to booking details to the Client without first contacting Nixon Entertainment.

7.3. If the Artist(s) require a meal to be provided on the day of the Event, this must be communicated in writing to the Client before the booking is made.

7.4. If an Artist needs to make changes to the details of the booking after the booking has been secured, including but not limited to lineup, performance duration or cost, this must be communicated to Nixon Entertainment at enquiries@nixon-entertainment.com.

7.4.1. In such cases, the Artist will be required to refund any payment already received in relation to the booking. Where any such amount remains outstanding, Nixon Entertainment may exercise its rights under clause 2.5.2.

8. Delayed event schedules and late finish fees

8.1. The Client and the Artist should ensure the finish time is agreed in writing ahead of the Event. If a booking finishes after the finish time agreed between

the Client and the Artist, through no fault of the Artist, and the Artist cannot perform beyond that time, there is no reduction of their fee.

8.2. The Artist reserves the right to conclude their performance at the agreed finish time without penalty, provided they were set up and ready to begin at the agreed start time.

8.3. If any changes to the booking occur on the day resulting in additional payment to the Artist, this payment must be declared to Nixon Entertainment at enquiries@nixon-entertainment.com within 24 hours of the Event.

9. Sound limiters and volume

9.1. If the event venue has a sound limit, the Client must make this known to the Artist before the booking is confirmed.

9.2. The Artist can refuse to perform if the Client does not make the sound limit known to the Artist before the booking and the sound limit for the booking is below a reasonable level for the style of music they are booked to perform. In such cases, the Artist may be entitled to their full fee.

10. Using alternative or deputy performers

10.1. If a solo Artist cannot perform for a particular booking and wishes to use an alternative or deputy performer, they must contact Nixon Entertainment immediately at enquiries@nixon-entertainment.com.

10.2. If a group Artist wishes to replace the lead singer or most prominent member, more than one group member, or the group member who has been the Client's point of contact, they must contact Nixon Entertainment immediately.

10.3. Nixon Entertainment may grant the Artist the right to use an alternative or deputy performers, but only given the Client's consent.

10.4. Should the Client decline the use of deputy performers and the Artist be unable to perform under the originally agreed conditions and lineup, this will be classed as a musician cancellation.

10.5. Any alternative or deputy performers will be subject to the same contractual agreement as the original Artist.

11. Disintermediation and Circumvention

11.1. By receiving or applying for a booking through Nixon Entertainment, and benefitting from Nixon Entertainment's service, Artists agree not to take

bookings originating on Nixon Entertainment outside of the platform or use Nixon Entertainment to generate further bookings outside of the platform.

11.2. Nixon Entertainment is entitled to 12% of the Artist's fee payable by the Artist if an enquiry which originated on Nixon Entertainment is paid for off the platform.

12. Dispute resolution

12.1. If a dispute arises as a result of a booking, the Artist must register the dispute by contacting Nixon Entertainment as soon as possible at enquiries@nixon-entertainment.com.

12.2. Registering a dispute will freeze any payment transactions for a period of up to 14 working days, during which time Nixon Entertainment will ask both the Client and Artist to provide evidence.

12.3. If no sufficient information or evidence is provided by the Client, the default position is for Artists to receive their full fee.

12.4. By accepting a booking through Nixon Entertainment, all Artists agree to adhere to the Nixon Entertainment Code of Conduct.

12.5. Nixon Entertainment is not liable for any payments that have been made directly between the Client and the Artist.

12.6. Once a complaint has been raised by a Client, the Artist has 7 days to respond to the Nixon Entertainment agent investigating the complaint.

12.7. If the Artist does not respond to a dispute within the required timeframe, the dispute may be resolved in favour of the Client based on any evidence they have submitted.

13. Insurance

13.1. For bookings where it is necessary, the Client is responsible for ensuring that the Artist has Public Liability Insurance (PLI).

13.2. If a booking is no longer able to proceed due to the Artist not holding required documentation and certificates, the applicable Cancellation Policy will depend on whether the Client explicitly requested these before the booking was made.

13.2.1. If the Client explicitly requested these before the booking was made, and the Artist confirmed the booking regardless, this will be treated as an Artist Cancellation.

13.2.2. If the Client did not request such documentation and/or certificates prior to making the booking, the inability to proceed will be treated as a Client Cancellation.

13.3. Nixon Entertainment is not liable for any damages to people or their personal property which take place at a Nixon Entertainment booking.

14. Problems with the site

14.1. Though our tests show that the Nixon Entertainment site has approximately 99.99% uptime, we cannot guarantee that it will be accessible at all times.

14.2. Artists accessing the site from older versions of internet browsers may experience connectivity problems and so for optimal experience it is recommended that you ensure you are always using the latest version of your browser.

15. Trust and Security

15.1. Nixon Entertainment follows the highest standards of security and protection when handling the data of Clients.

15.2. Nixon Entertainment never holds card details or bank account numbers. These are stored by our payment provider, which has been audited by a PCI-certified auditor and is certified to PCI Service Provider Level 1.

15.3. Any information Nixon Entertainment does store is essential for the booking process and industry-standard measures are taken to ensure its security.

16. Communication

16.1. The Artist should take all possible measures to ensure that they are easily contactable by the Client and Nixon Entertainment, via phone and email.

16.2. If the Artist has upcoming bookings confirmed through Nixon Entertainment, the Artist agrees to inform Nixon Entertainment ahead of time if they are going to be unreachable for a period of 2 weeks or longer.

16.3. Outside of these periods, the Artist agrees to reply to all queries related to an upcoming booking within 2 weeks. For upcoming booking dates less than 4 weeks away, the Artist agrees to respond to all queries within 5 days.

16.4. The Artist agrees to enable Holiday Mode if they are not going to be using the Nixon Entertainment website for a period of 2 weeks or less. The Artist

should deactivate their profile if they are not going to be using the Nixon Entertainment website for a period of 2 weeks or longer.

17. Artist Code of Conduct

17.1. By accepting a booking, all Nixon Entertainment Artists agree to abide by the following Code of Conduct:

17.1.1. The Artist agrees to provide a performance that is to the best of their ability, and that reflects the details laid out in their application during the booking process.

17.1.2. The Artist will adhere to the Client's requirements within reason, and will contact Nixon Entertainment if they need assistance in preparation for the booking.

17.1.3. The Artist should arrive at the Event with sufficient time to set up and prepare for their performance.

17.1.4. The Artist agrees to provide all necessary equipment and instruments for their performance, unless it has been agreed that it will be provided by the Client or a third party.

17.1.5. The Artist also agrees to take responsibility for all necessary tests and checks on the equipment.

17.1.6. The Artist agrees that they will not be under the influence of alcohol or recreational drugs during or after their performance or when they are in the presence of the Client or other event staff.

17.1.7. The Artist agrees that they will not smoke where it is prohibited at the event venue.

17.1.8. The Artist will not partake in any behaviour which is anti-social or deemed to reflect badly upon Nixon Entertainment or the Client.

17.1.9. The Artist agrees to dress in an appropriate manner for the performance.

17.1.10. The Artist agrees to maintain a professional level of communication at all times.

17.1.11. The Artist agrees to ask the Client for their written permission before filming any part of the Event for promotional purposes.

17.2. In the event of a breach of the Artist Code of Conduct, Nixon Entertainment reserves the right to cancel the booking and require the Artist to return any payment already received.

17.3. Where serious breaches have occurred, Nixon Entertainment reserves the right to suspend or delete the Artist's Nixon Entertainment profile and account.