

Client Booking Terms

Definitions:

"Artist" - a Musician or Group which has been booked through Nixon Entertainment to perform at an Event.
"Event" - the period of time when the Artist performs the Booking.

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. **Confirming the booking**

   1.1. By sending a Booking Request, the Client is entering into a legally binding contract with the Artist, in which the Client is committed to carrying out the booking and adhering to Nixon Entertainment's payment terms and Cancellation Policy.

   1.2. Once the deposit has been made, the booking is known as "secured".

   1.3. Clients should ensure that they have communicated to the Artist in advance who their designated point of contact will be on the day of the Event.

2. **Direct Contact with Artists**

   2.1 All details for any Booking agreed verbally must be confirmed in writing with Nixon Entertainment via email to enquiries@nixon-entertainment.com.

   2.2 A Booking is not agreed until it is formally confirmed via return email from Nixon Entertainment.

   2.3 If a Booking is not confirmed in writing via the enquiry form on the website or via email, Nixon Entertainment cannot be responsible for any cancellations or issues relating to the Booking, and no payment or artist replacement guarantees will apply.

3. **Payment Terms – Direct Website Bookings**

   3.1 If a booking is secured via the Nixon Entertainment Website, more than 28 days before the Event date, then payment is taken in two stages:

      3.1.1 Clients pay a 30% deposit when securing their booking.

3.1.2 The remaining 70% of the Artist's fee and any travel expenses are paid to Nixon Entertainment before the Event date and then released to the Artist within 5 working days after the Event.

3.2 If a booking is secured less than 28 days before the Event date, then the full payment (including the deposit) is taken in a single stage, when the Client secures their booking.

3.3 If a Client books an Artist having agreed with Nixon Entertainment by email or telephone that they would like to receive concierge service from a member of the Nixon Entertainment team, the Client agrees to pay a 15% surcharge to cover the increased administration cost.

3.4 Non-payment: If a deposit or remainder payment is not received within the required timeframe (given at booking and in subsequent email and on-page communications), Nixon Entertainment reserves the right to cancel your booking. This will only be done as a last resort and following repeated attempts to remind you and request payment. At this point the booking will be subject to Nixon Entertainment's Cancellation Policy.

3.5 Please note the following for payments made via bank transfer to Nixon Entertainment:

3.5.1 Nixon Entertainment shall not be liable for any error made by the Client in transferring money to an incorrect destination account. Nixon Entertainment shall only deem the payment as successful if money is received to the Nixon Entertainment bank account specified at the point of booking. Please be careful to enter the bank details exactly as shown in your booking email.

3.5.2 All bank transfers must use the reference number provided in the booking email. Note that deposits and remainder balance payments use different reference numbers.

4. Off-site payment

4.1 Though most booking payments take place through Nixon Entertainment, in some cases Clients can choose to pay Artists using off-site methods such as cash or cheque on the day of the Event.

4.2 If the Client chooses to pay an Artist directly, they are responsible for ensuring that the Artist is aware of the payment method they have chosen.

4.3 Off-site payments cannot be protected by the Nixon Entertainment Cancellation Policy, and no refunds or booking protections can be enforced by Nixon Entertainment.

5. Travel expenses

5.1 All quotes submitted by Artists are inclusive of travel expenses and equipment.

5.2 In some cases, such as if the Artist needs to book aeroplane tickets or accommodation, travel expenses may need to be paid to the Artist before the Event, in addition to their deposit payment. In such a case the Artist will inform Nixon Entertainment who will ensure a solution is reached with the agreement of both parties.

5.2.1 In cases of travel expenses paid before the Event, the Client agrees to take on the risk paying the travel.

6. Cancellation

6.1 If a booking needs to be cancelled, Clients must immediately inform Nixon Entertainment via Email to enquiries@nixon-entertainment.com. The date of the cancellation will be registered from the moment the cancellation request is submitted.

6.2 If a Client needs to cancel they must inform Nixon Entertainment before informing the Artist.

6.3 Informing an Artist of a cancellation is not a valid form of cancellation. All communication regarding cancellations must be directed through Nixon Entertainment.

6.4 All cancellations are subject to the Cancellation Policy.

6.5 In the event that an Artist is using their own contract, the Nixon Entertainment T's&C's and Nixon Entertainment Cancellation Policy will take precedence, 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. This method of payment needs to be agreed with Nixon Entertainment prior to booking.

6.6 Booking postponements or date changes are at the discretion of the Artist, and may be treated as a Client cancellation in the absence of a suitable new booking date. Please note that a new deposit or compensation fee may be charged by the Artist in the event of a booking postponement or date change.

6.7 By making a booking with Nixon Entertainment, you accept the terms and conditions as well as the payment schedule associated with your booking. Booking cancellations are subject to Nixon Entertainment's Cancellation Policy, under which some or all of the fee may be retained or due.

6.8 Delayed payments may incur additional fees, and any payments owed at the point of cancellation will still be due for payment per Nixon Entertainment's Cancellation Policy, unless they have been waived in writing by a member of the Nixon Entertainment team.

7. Short notice musician cancellations and No Show Policy

7.1 A “no show” is when an Artist does not let Nixon Entertainment know that they do not intend to carry out a booking or lets Nixon Entertainment know they wish to cancel less than 24 hours before the Event start time, meaning that Nixon Entertainment may not have sufficient time to find a replacement artist.

7.2 If an Artist “no shows”, any deposit they have received must be immediately refunded to the Client.

7.3 If an Artist “no shows”, Nixon Entertainment reserves the right to remove them from the platform and/or charge reasonable compensation on behalf of the Client.

7.4 This policy will not apply to instances when the Artist is unable to perform due to events of force majeure.

8. Changes to booking details

8.1 If a Client 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 via email to enquiries@nixon-entertainment.com and must be accepted by both parties before the booking is confirmed.

8.2 Once a booking has been secured, Clients should not communicate changes to booking details to the Artist without first contacting Nixon Entertainment.

8.3 If a Client needs to make changes to the details of the booking after the booking has been secured, such as the line-up, performance duration or the quote, this must be communicated to Nixon Entertainment via email to enquiries@nixon-entertainment.com

8.4 The Artist is contracted to perform on the date and at the location confirmed on the Nixon Entertainment booking form, and for the duration of time outlined on the Nixon Entertainment booking form.

8.5 If any booking details are changed by the Client after the booking has been confirmed, such as the date, duration, venue and lineup, the Artist reserves the right to update their quote(s) to reflect these changes.

- 8.5.1 This includes, but is not limited to, charging additional fees to reflect a longer performance duration, additions to the lineup, or a change to the date or location of the Event.

8.6 Booking postponements or date changes are at the discretion of the Artist, and may be treated as a Client cancellation in the absence of a suitable new booking date or changes deemed unsuitable by the artist.

- 8.6.1 To request a date change, the Client must liaise with Nixon Entertainment to gain agreement for all parties.

9. Delayed event schedules and late finish fees

9.1 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.

9.2 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. While the Artist should make reasonable efforts to accommodate minor changes to the event schedule, any significant extensions beyond the agreed finish time require prior agreement and may be subject to additional fees.

9.3 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.

10. Communication and Performance Conditions

10.1 The Client is responsible for ensuring that the Artist is given accurate and thorough details relating to the event location and timings by supplying all information upon booking, or as soon as practically possible ahead of the booking via email to enquires@nixon-entertainment.com. Failure to do so may result in the Artist not knowing at what time they are expected to be performing or being unable to find the venue at which the Event is being held on the day. In such cases, the Artist may be owed full payment.

10.2 Relevant performance conditions and provisions should be made known to the Artist by the Client before a booking is confirmed.

10.2.1 Examples of performance conditions include:

1. Size of performance space
2. For outdoor performances, contingency plans in the event of rain or adverse weather conditions
3. Sound limits and timings of sound checks
4. Dressing rooms
5. Provision of food and drink
6. Provision of any sound or lighting equipment

10.3 The Artist can refuse to perform if performance conditions are significantly lower than agreed with the Client, or if the conditions are objectively unacceptable for a live musical performance.

10.4 In the case where conditions are confirmed in advance and not adhered to by the Client, the Artist is entitled to their full fee provided they show evidence of unacceptable conditions.

10.5 The Client is responsible for ensuring the venue and performing area are safe for the Artist's performance. This includes ensuring they are not harassed, insulted or put in danger by guests.

10.6 The Artist has the right to leave if they are threatened or endangered by continuing to perform.

10.7 The Artist has the right to cancel a booking if they are threatened or perceive a threat in the course of their communication with a Client ahead of the event, or if it becomes clear that undertaking the booking would be a safety or security risk for the Artist. Such cases and the associated refunds owed shall be handled at Nixon Entertainment's sole discretion, and the Client shall not be automatically entitled to a refund on any monies previously paid.

11. Using alternative or deputy performers

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

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

12. Disintermediation and Circumvention

12.1 By booking an Artist through Nixon Entertainment and benefitting from Nixon Entertainment's service, Clients agree not to take bookings originating on Nixon Entertainment outside of the platform or use the service to generate further bookings outside of the platform. This is against our terms and Clients who do, may be banned from using Nixon Entertainment in future.

12.2 If a Client wishes to offer an Artist further work as a result of an Nixon Entertainment booking, they should contact the Nixon Entertainment team with the details.

13. Dispute resolution

13.1 If a dispute arises as a result of a booking, the Client must register the dispute by contacting Nixon Entertainment within 7 days following the event date at enquiries@nixon-entertainment.com.

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

13.3 If no sufficient information or evidence is provided in support of a dispute, the default position is for the Artist to receive their full fee.

13.4 If during the dispute investigation the Client has not responded to the Nixon Entertainment agent for more than 7 days, Nixon Entertainment reserves the right to release payment to the Artist.

13.5 Nixon Entertainment is not liable for any payments that have been made directly between the Client and Artist, and are not responsible for the recovery of any balance paid outside of the Nixon Entertainment platform.

13.6 By accepting the booking through Nixon Entertainment, the Artist agrees to adhere to the Nixon Entertainment Code of Conduct. If a Client demonstrates that an Artist has behaved inappropriately, Nixon Entertainment will take due measures to ensure this is resolved, up to and including enforcing a full refund to the Client, and suspending the Artist's Nixon Entertainment profile.

14. Insurance

14.1 For bookings where it is necessary, the Client is responsible for ensuring that the Artist has Public Liability Insurance.

14.2 If a booking is no longer able to proceed due to the Artist not holding required documentation and certificates (including but not limited to Public Liability Insurance and/or PAT certificates), the applicable Cancellation Policy will be determined as follows:

- 14.2.1 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.
- 14.2.2 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.

14.3 Nixon Entertainment is not liable for any damages to people or their personal property which take place at an Event for which live music was booked via Nixon Entertainment.

15. Problems with the website

15.1 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.

15.2 Clients 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.

16. Trust and Security

16.1 Nixon Entertainment follows the highest standards of security and protection when handling the data of Clients. Full details are available in our Privacy Policy.

16.2 Nixon Entertainment never holds card details or bank account numbers. These are stored by our banking provider. This is the most stringent level of certification available in the payments industry.

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