

**1. Securing the booking**

1. The client is required to secure the booking with a deposit as detailed in the accompanying invoice.
2. Payment of the deposit is evidence that the client accepts these terms and conditions, regardless of whether this agreement has been signed or returned.

**2. Changes to contract**

1. All changes to the contract must be arranged and agreed in writing (via email) in advance of the event date.
2. Dolce Strings has the right to change the fee if the client and Dolce Strings agree any alterations to the details of the contract.
3. In the event of any non-fulfillment of this contract, each party's liability is limited to a maximum of the fee stated in this contract.
4. Contractual disputes must be notified in writing within seven days of the event.

**3. Payment of fees**

1. The deposit must be paid within 14 days of invoice, via BACS transfer.
2. If the client incurs a cancellation charge (see Clause 5), the deposit will be applied in part settlement of that charge.
3. The balance of the fee must be paid in full at least 21 days before the event date, via BACS transfer.
4. If the balance of the fee has not been paid in full 21 days before the event date, Dolce Strings can terminate this contract without penalty, and the client will be liable to pay the cancellation charge set out in clause 5.

**4. Travel costs**

1. Dolce Strings will charge the client [travel costs] at 54p per mile for a round trip from / to the Royal Northern College of Music, Manchester, to cover petrol costs and the distance and time that musicians spend traveling.

**5. Cancellation policy**

A great deal of work and commitment goes into preparing to fulfil a booking, once accepted. Without limitation, Dolce Strings must organise schedules, choose repertoire, rehearse, and turn down performing opportunities and other work. Dolce Strings therefore has a cancellation policy in place to compensate the musicians if the booking is cancelled. This cancellation charge is based on a sliding scale, depending on the amount of advance notice that is provided by the client.

1. These are the cancellation charges that the client must pay if they cancel this booking:
  - i. Cancellation within 14 days of making your booking (the statutory cooling-off period): No cancellation charge, and the deposit will be returned.
  - ii. Cancellation at least 39 weeks before the event date: No cancellation charge (and the deposit will be returned, less a £100 booking and administration fee)
  - iii. Cancellation more than 26 weeks but not more than 39 weeks before the event date: the client must pay a cancellation charge of 25% of the Total Fee, plus any expenses incurred by Dolce Strings;
  - iv. Cancellation more than 12 weeks but not more than 26 weeks before the event date: the client must pay a cancellation charge of 50% of the Total Fee, plus any expenses incurred by Dolce Strings.
  - v. Cancellation more than four weeks but not more than 12 weeks before the event date: the client must pay a cancellation charge of 75% of the Total Fee plus any expenses incurred by Dolce Strings.
  - vi. Cancellation with four weeks' notice or less before the event date: the client must pay a cancellation charge of 100% of the Total Fee, plus any expenses incurred by Dolce Strings.
2. The deposit payment and any other advance payments made by the client will be applied in part-settlement of any cancellation charge.
3. All cancellation charges shall be paid to Dolce Strings within 7 days of the event date via BACS transfer.
4. If the client needs to reschedule or relocate the booking and Dolce Strings are able to perform at the new time or place, there will be an additional administration charge of £50, to cover administrative costs associated with making the change.
5. If the client needs to reschedule or relocate the booking and Dolce Strings are unable to perform at the new time or place, this will be treated as a cancellation of the contract and this clause 5 will apply as normal.
6. If one or more musicians are unable or delayed to perform through illness, accident, emergency or other circumstances beyond their reasonable control, Dolce Strings will inform the client of this fact as soon as reasonably practicable. Dolce Strings will make every reasonable effort to provide a replacement/s of an equivalent standard to fulfill the contract, and the client agrees to accept the replacement/s, whether aware or not.

**6. Force majeure**

1. Where an unforeseeable external event occurs (a 'force majeure' event) that is beyond the parties' control (such as, without limitation, a natural disaster, severe weather event, government action, war, terrorism, riots, strikes, death and acts of God), Dolce Strings may, in its absolute discretion, offer to postpone the performance, to a mutually agreed date.
2. If a postponement cannot be agreed, the event shall be deemed cancelled and Dolce Strings shall no longer be obliged to perform at the event. Where this happens (i) Dolce Strings will retain a £100 booking and administration fee but return any other advance payments, provided that if 4 weeks or less remain before the event date, Dolce Strings shall be able to charge a reasonable amount to compensate Dolce Strings for their preparation and rehearsal work for the event; and (ii) the client shall no longer be obliged to make any other payments under the contract.

**7. Delayed event schedules and overtime**

1. If the client would like Dolce Strings to stay for longer than the contracted finish time, they may be able to do so as long as all musicians are available. An overtime fee of £90 per half hour will be charged, which must be paid within 3 days of the event date, via BACS transfer.
2. If an event schedule is delayed and the musicians are caught in a situation where they are unable to leave, for example, in the middle of a ceremony or during speeches, an overtime fee may be charged (described in clause 7.1).

#### **8. Performing conditions**

1. Dolce Strings require a performance area of 3 x 2 meters and armless chairs.
2. Dolce Strings can perform outside if the temperature is above 18 degrees Celsius and always under a shelter, to protect their instruments and equipment from sunlight, rain, wind or insects. Dolce Strings will make a decision on the day in their absolute discretion as to whether outside conditions are suitable for performance.
3. Dolce Strings can refuse to play without penalty if the venue arrangements are inadequate to keep their instruments and other equipment safe and secure, or to protect their health and safety.
4. Dolce Strings play on acoustic instruments, they do not use amplification. The client is responsible for placing the musical act in a space with optimal acoustic conditions.
5. The client shall ensure that the venue has adequate PRS licence (Performing Rights Society) and any PRS fees are the venue's responsibility.
6. Dolce Strings require a ten minute break each hour after the first hour of the engagement.

#### **9. Use of alternative / deputy performers**

1. Dolce Strings are a collective of musicians of the same standard and professional competence, and reserve the right to use non-advertised musicians.
2. The client acknowledges and agrees that Dolce Strings' musicians are self-employed freelance musicians and not employed by Dolce Strings or their manager, Ines Mota. Musicians are responsible for their own tax, NI and other relevant contributions and insurance, including Public Liability Insurance.

#### **10. Governing law**

1. This agreement is governed by the laws of England and Wales.
2. If any of these terms and conditions is found to be invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of the remaining terms and conditions which will remain in full force and effect.