



Terms & Conditions

Supercharger has made every effort to word these terms and conditions in plain English, with clarification of various clauses where necessary. If you do not understand any part of these terms, please call us for clarification or seek legal advice before agreeing to them.

Any booking **WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING** will be subject to a legally binding contract carrying the following nonnegotiable terms and conditions of booking:

1. Definitions

This booking contract is negotiated between Supercharger you the 'client'.

2. Confirming the booking

i) 'Confirmation' will mean any verbal, electronic or written acceptance of this booking by BOTH the 'client' and Supercharger.

ii) All bookings take effect immediately upon confirmation.

iii) Non-signature/non-return of contract is not sufficient to cancel the booking or acceptance of these terms. Upon confirmation of the booking, Supercharger will issue a contract to the 'client' for signature and this must be returned within 2 working days.

Both the 'client' & Supercharger may keep one copy of the contract for their personal records.

3. Changes to contract

The agreed booking fees may be subject to change (in agreement with both the 'client' and

Supercharger) if any details on the contract are altered. All changes to the contract must be arranged & agreed by both parties in advance of the event.

4. Payment of fees

The agreed booking deposit is due strictly within 5 working days of being supplied with the Terms & Conditions. Deposit can be paid by BACS transfer, cheque or cash. The balance is payable to Supercharger in cash or by cheque on the day of the event. If any fee which the 'client' is due to pay prior to the event has not been received at least 5 working days before the event, the Supercharger has the right to cancel this booking without penalty and the 'client' will forfeit any other fees paid previously, and remain liable for any cancellation fees due (see clause 5.)

5. Cancellations

Cancellation by the 'client':

Cancellation by the 'client' is not allowed for any reason except circumstances covered by 'force majeure' (see clause 18.) In the event that the 'client' cancels the booking, the 'client' agrees to inform Supercharger immediately.

i) Cancellation by the 'client' within 48 hours of confirmation will not carry a cancellation fee unless the event date is within the following 7 days, in which case the full booking fee will be due.

ii) Cancellation by the 'client' after 48 hours of confirmation and up to 90 days from the event will result in loss of deposit and 50% of the remaining balance (excluding travel costs & expenses) will be payable by the 'client' to Supercharger within 14 days after the event date.

iii) Cancellation by the 'client' within 90 days and up to 61 days of the event will result in loss of deposit and 75% of the remaining balance (excluding travel costs & expenses) will be payable by the 'client' to Supercharger within 14 days after the event date.

iv) Cancellation by the 'client' within 60 days of the event will result in loss of deposit and 100% of the remaining balance (excluding travel costs & expenses) will be payable by the 'client' to Supercharger within 14 days after the event date. If Supercharger is able to re-fill a cancelled date then no cancellation fees will be due unless the new date is of a lower value than the cancelled date, in which case Supercharger will be entitled to recover from the 'client' the difference in value, excluding travel costs & expenses. In the event of a cancellation, Supercharger agrees to make all reasonable attempts to refill the date.

It is the 'clients' responsibility to ensure their venue can accommodate Supercharger and cancellation of the booking or non-performance of Supercharger due to venue restrictions or health and safety concerns (see clause 19) will place the 'client' liable for cancellation fees as detailed above.

Cancellation by Supercharger:

Cancellation by the Supercharger is not allowed for any reason except circumstances covered by 'force majeure' (see clause 18) or health and safety concerns (see clause 19). In the unlikely event that Supercharger cancels the booking due to 'force majeure', Supercharger agrees to inform the 'client' immediately and make all reasonable attempts to find a suitable replacement artist of similar standard, style & value, at no extra cost to the 'client'. Should a suitable replacement not be found, Supercharger agrees to refund the 'client' their deposit plus any other booking fees already paid in advance.

Should Supercharger cancel a booking under circumstances not covered by 'force majeure' (see clause 18) or health and safety (see clause 19), the 'client' may pursue unlimited damages from the Supercharger as they see fit. There will be no refund given to the 'client'

against the booking deposit already paid, and no 'administration charge' will be made to the band if a replacement artist of similar value can be arranged by Supercharger and agreed by the 'client'. If a replacement artist is required last minute and the 'client' is not happy to accept the replacement artist, they must not allow the replacement artist to perform. If the replacement artist is allowed to perform, their full fee will be due.

6. Late payment of deposit

Failure by the 'client' to pay the booking deposit within the terms specified will result in 'client' being in default of contract. The booking may be cancelled and the 'client' will be bound by the cancellation clauses in part 5 of these terms and conditions.

7. Late payment of the balance

Failure by the 'client' to pay Supercharger within the terms specified will result in interest being charged on the balance due. Supercharger reserves the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

Non-payment of the balance will result in legal action and cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the 'client' and will be legally enforceable.

8. Complaints

If through their own fault Supercharger 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 Supercharger's fee, a complaint must be made in writing to Supercharger no more than 7

days after the event. Supercharger will take all reasonable efforts to make sure their equipment is in full working order however if an unforeseen fault develops that results in their performance being prevented or shortened any compensation offered is limited to either a partial or full refund of their performance fee depending on the circumstances. Full payment must still be made to the Supercharger as agreed in the contract. Withholding payment is illegal. Failure to pay Supercharger within the terms of this contract will incur charges outlined in clause 7 (see above) and may render the 'client' subject to prosecution. Supercharger will make every effort to settle disputes without the need for either party to take legal action against each other. Once the 'client' has made a written complaint, Supercharger will contact the 'client' to discuss the complaint and will endeavour to come to an amicable agreement over any refund or expense, which may be due. If Supercharger cannot settle the dispute to the mutual satisfaction of both 'client' and 'Supercharger', both parties must settle the matter directly via their own legal representatives.

9. Changes on the day

Where possible, changes to the contract schedule, which are unavoidable on the day of the event should first be discussed & agreed 'Supercharger' prior to performance. Any changes will be subject to these terms and conditions. If changes negotiated between the 'client' and the 'Supercharger' on the day of the event are agreed to incur additional costs to the 'client', these costs must also be paid on the day that the event occurs.

10. Delayed event schedules and late finish

If due to the late running of or alterations to the event schedule, which is no fault of Supercharger and Supercharger are not able to perform their full performance time within the schedule outlined in this contract, there will be no reduction in Superchargers fee. If the event runs late and Supercharger is asked and agrees to finish later than the finish time in the booking contract, and Supercharger does not agree an additional surcharge, then the

following standard 'late finish' fees will be charged; 10% of the total balance due per ½ hour over run, payable on the day of the event by the 'client' to the Supercharger in cash or by cheque. Supercharger has the right to refuse to finish later than the contracted finish time without penalty.

11. Extended performance fees

If the event schedule is changed on the day and the Supercharger is required and agrees to perform for longer than the 'Performance times' agreed in this contract, and no additional surcharge is agreed by the Supercharger on the day of the event, the following standard 'Extended performance fees' will be charged; 25% of the total balance for every 25% that the originally agreed performance times are extended, payable by the 'client' to Supercharger in cash or by cheque on the day of the event. Supercharger has the right to refuse to extend their performance times without penalty.

12. Rider

This contract may be subject to a 'rider' containing Superchargers requirements for food, accommodation, dressing rooms, technical specifications etc (please see full 'Supercharger Rider' on the front of this contract). The 'rider' forms an integral part of this contract and MUST be provided by the 'client' at his or her own expense.

13. Expenses

If the 'client' has agreed on the front of this contract to cover additional expenses incurred by Supercharger (such as taxi's, food, rehearsal time, hotel, flights etc) Supercharger must provide receipts and an invoice to the 'client' within 60 days after the event. The 'client' must reimburse all expenses to the Supercharger within 28 days of invoice.

14. Supercharger guarantee

- Supercharger agrees to provide a performance that is to the best of their ability, and reflects fully the likeness of a Supercharger show, as advertised to the 'client' via distribution of the Supercharger demo CD's, promotional materials, profiles, pictures,

videos, web page etc. Supercharger will make every effort to ensure their performance is outstanding, adhere to the client's wishes within all reasonableness, be polite and courteous with the client, their guests and all venue staff and contractors.

- Supercharger agrees to provide all equipment required to undertake this performance, unless the 'client' or a third party contractually provides the equipment.
- Supercharger agrees that their fee is inclusive of all expenses (except those that have been itemised or accounted for separately on the front of this contract), including holiday entitlements, travelling expenses to and from the venue, etc and covers any payments whatsoever due to other members of the band.
- Supercharger will refrain from excessive drinking before, during and after the performance at all times when the 'client' or their guests are present.
- Supercharger will not under any circumstances partake of any illegal drug use on the day of the event, or whilst at the event 'venue', or whilst in the presence of the client, their guests, venue staff or other associated suppliers or artists.
- Supercharger will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue. Supercharger will not display any other conduct deemed antisocial, illegal, nor reflecting badly upon Supercharger, or the 'client'.
- Supercharger shall be suitably and tidily dressed during their performance except with the consent of the client or where the wearing of other attire is deemed to be a necessary part of their act.

15. 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 Supercharger cannot guarantee the quality of their performance should their volume be reduced below the level of the unamplified drum kit & backline instruments. Furthermore, it is understood that the

Supercharger 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.

16. Supercharger equipment

The 'client' and Supercharger agree that the equipment and any instruments of belonging to Supercharger are not available for use by other performers or persons except by specific permission of Supercharger. If permission is granted, then this is done wholly and solely at the requesting individual's risk and liability.

The 'client' is responsible for any damage to equipment owned by Supercharger by their guests or contractors whether intentional or accidental.

17. Use of 'DEP' performers

A 'DEP' performer will mean a person or persons who stand in for one or more of Supercharger standard group of performers should they be unable to perform due to prior commitments or illness. Use of DEP performers is at the discretion of Supercharger.

Supercharger agrees that any 'DEP' performers used will be of the same standard and professional competence as the performer who is to be replaced, and that the 'DEP' will have a good knowledge of Superchargers repertoire, and represent Supercharger to the same high standard that is known and expected by the 'client'. Supercharger agrees that if a usual group member is ill and a suitable 'DEP' performer is available, and this performer can satisfy the

conditions of competence outlined above, Supercharger will use the services of the 'DEP' performer rather than cancel the booking under the terms of 'Force Majeure' (see clause 18 below.) There will be no reduction in Superchargers fee if a 'DEP' performer is used.

18. Force Majeure

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident,

unavoidable travel disruption (e.g. abnormal traffic, strikes, serious weather) , civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by Supercharger or 'client', then Supercharger or 'client' may cancel this booking without penalty other than loss of deposit.

19. Health and Safety

It is the responsibility of the 'client' to ensure that the performance and waiting areas for Supercharger are safe and fit for purpose. This includes but is not limited to supplying a dry, fully earthed and uninterrupted mains electricity supply at 13A 240v, staging that can take the load of the band plus equipment, safe load in/out access and excessive cold or heat.

The 'client' is responsible for any injury to members of the band caused by their guests or contractors. The band are not liable for any injury or damage caused to guests or contractors by the use or abuse of the band equipment by anyone other than the band members.

Supercharger retains the right to not perform or to stop their performance if there are any concerns over health and safety until they are resolved.