



Tux Fizz Terms & Conditions

1.0 Introduction

1.1 This booking contract is negotiated by Tux Fizz® (hereinafter called “the supplier”) and the Client.

2. Confirming the booking

2.1 All bookings take effect immediately upon receipt of the booking fee from the client.

2.2 If no booking fee is received, then no booking is made.

2.3 By paying the booking fee, the Client hereby agrees to the non-negotiable terms & conditions of this contract.

2.4 Final invoices will be issued to the Client prior to the date of the event.

2.5 Final payment must be received prior to the date of the event.

3. Changes to Booking

3.1 The agreed Total Cost may be subject to change if any details of the booking are altered (by agreement with both the Client and the Supplier).

3.2 All changes to the booking must be arranged and agreed by the Supplier in advance of the Event Date.

3.3 No changes can be made to the contract without the agreement of both parties. All contract changes however will be subject to final agreement by the supplier who will issue a revised contract.

4. Payment

4.1 Payments can only be made by credit transfer

4.2 No credit card facilities exist for credit card payment.

4.3 Cash payments cannot be accepted.

4.4 All booking fees are non-refundable.

4.5 Full payment is due no later than 5 working days prior to the date of the event and must be completed as cleared funds prior to the day of the event.

4.6 If any fee which the Client is due to pay prior to the Event Date has not been received at least 5 working days before the Event Date, the Supplier has the right to terminate this Contract without penalty and the Client will forfeit any other fees paid previously, and remain liable for any cancellation fees due.

5. Cancellations by the Client

THE CLIENT'S ATTENTION IS DRAWN SPECIFICALLY TO THIS CLAUSE.

5.1 The Client shall have the right to terminate this Contract only in the case of a Force Majeure Event (as defined in section 13) provided that the Client informs the Supplier **more than 30** days prior to the originally agreed date of the event.

5.2 Where the 'client' has cancelled the booking, cancellation fees shall apply and are based on the following:

180+ days before the performance date 0% of the remaining fee.

90 to 180 days before the performance date 25% of the remaining fee.

60 to 90 days before the performance date 50% of the remaining fee.

30 to 60 days before the performance date 75% of the remaining fee.

Within 30 days of the performance date 100% of the remaining fee.

5.4 All cancellation fees shall be paid within 14 days of the Event Date.

5.5 Any payment outstanding from the Client will be referred to small claims court.

5.6 It is the Client's responsibility to ensure their venue at the Event Address can accommodate the Supplier and non-performance of this Contract by Supplier due to venue restrictions shall result in the Client being liable to pay the Total Costs.

6. Cancellation by the Supplier



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6.1 The Supplier shall have the right to terminate this Contract only on the occurrence of a Force Majeure Event.

6.2 The Supplier shall notify the Client of the cancellation as soon as reasonably practicable and make all reasonable attempts to find a suitable replacement Supplier of similar standard.

6.3 Without prejudice to any other rights the Client may have, the Supplier shall not be liable for any loss, damage, cost or expense arising out of the breach, which was not reasonably foreseeable by the Supplier at the date of the invoice.

7. Late payment of the balance

7.1 Failure by the Client to pay the Supplier within the terms specified will result in interest being charged on the balance due.

7.2 The Supplier reserves the right to claim interest on late payments at 3% above the Bank of England base rate.

7.3 Non-payment of the Balance will result in legal action and any payment outstanding from the Client outside of these terms will be referred to small claims court.

8. Changes on the Event Date

8.1 Where possible, changes to the contract schedule which are unavoidable on the Event Date should first be discussed and agreed with the Supplier no later than 14 days prior to the original date.

8.2 If changes negotiated between the Client and the Supplier on the Event Date are agreed to incur additional costs to the Supplier, the client accepts to pay these additional fees.

8.3 The Supplier will make all reasonable effort to ensure the new Event Date can be supported. However if this is not feasible, then the clause of Section 5 will come into effect.

9. Delayed event schedules and late finish fees

9.1 If the Supplier is not able to perform their full performance time within the schedule outlined in the booking, there will be no reduction in the Suppliers fee.

10. Expenses

10.1 If the agreed booking includes the Supplier's requirements for food, accommodation, dressing rooms, technical specifications etc, then the Client shall meet such requirements at its own expense.

11. Live Performance

11.1 The Supplier cannot guarantee the quality of its performance should the volume be restricted due to a venue's sound limiter, in house restrictions, or is forced to be reduced below the level of any unamplified drum kit and/or backline instruments.

11.2 The Supplier 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 a Supplier of its type.

11.3 The Supplier cannot be held responsible for non-performance in circumstances where adequate access to power is not made available by the Client or Venue. The Supplier's power requirements can be shared upon request.

11.4. It is agreed by the Client and the Supplier that the equipment and instruments of the Supplier are not available for use by other performers or persons without the written consent of the Supplier.

11.5 Please note that by paying the booking fee you are hereby agreeing that you will fully recompense the Supplier for any damage, loss or confiscation of equipment caused while under your employment.

12. Band Members

12.1 Tux Fizz comprises 15 professional musicians and technical engineers. This is to ensure all bookings can be fulfilled and not be impacted by an individual's illness, vacation or other form of unavailability.

12.2 Band members are selected based on their availability and the location of the event.

12.3 Band line up does not impact on the product delivered. All musicians employed by the supplier perform the same songs in the same style to deliver the outstanding quality that Tux Fizz is known for.

12.4 The supplier is unable to guarantee specific musicians for a performance and reserves the right to select band members based on their suitability for each event.

12.5 There will be no reduction in the Supplier's fee relating to performer line up.

13. Force Majeure Event



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13.1 The supplier will not be liable for failure to provide the service as agreed if such failure is as a result of Force Majeure. This includes; 'acts of God' (including fire, flood, earthquake, hurricane or other extreme natural event), war, industrial dispute or strike action, and which is not attributable to any failure of due diligence or preventive action by the Client.

14. Client Responsibilities

14.1 In all cases the client is responsible for sourcing and providing an electrical supply at the venue, either from a domestic AC supply or from a suitable electricity generator, and whether in a permanent structure, temporary structure or covered outside area.

14.2 Unless given express permission, Supplier equipment and instruments are not available for use by any other person.

14.3 If Supplier is subjected to aggressive or abusive behaviour the Supplier shall be allowed to terminate their performance without penalty.

14.4 The Client will also be held liable for any damages that need to be replaced as a result of such behaviour.

14.5 If the client has booked other suppliers, it must not be assumed that the supplier will allow the use of their equipment or their personnel to support other acts. The Supplier may agree to do this entirely at their discretion but the provision may be chargeable to the client.

14.6. Unless pre-arranged or with permission at the event itself, no guests will be allowed within the performance area at any point during the event. This is a health and safety measure to ensure the protection of the performers and the audience, and to prevent damage occurring to equipment or any items associated with that equipment such as cables and stands. Should any unauthorised activity in the performance area result in damage to the supplier's equipment, then the client will be liable for any reparation costs for replacement or repair of the items concerned.

14.7 The Client shall ensure the supplier is provided with adequate refreshments throughout the stay at the performance venue. The minimum (for events lasting 3 hours or more) is a free supply of water.

14.8 It is the responsibility of the client to provide a safe environment for the performance to take place. Safe means an environment that; can safely accommodate the number of people attending the event, meets fire safety regulations applicable to its size, location and the material of its construction, protects the supplier from adverse weather conditions (if in a covered area outside or located in a temporary structure such as a marquee) including but not limited to rain, wind, hail, snow or lightning, has an electrical source and supply that meets the required electrical safety regulations in the case of either a permanent or temporary facility such as a portable generator.

14.9 Protection must also be provided to cover any electrical extension leads needed to convey power between the facility and the performers electrical equipment.

14.10 The supplier reserves the right to suspend, terminate or withdraw from any performance outdoors due to bad weather if in their opinion their own safety or the safety of their equipment is likely to be compromised. Where a performance is delayed, suspended or cancelled due to bad weather this will have no bearing upon the fees owed to the supplier.

15. General

15.1 The parties agree that this contract is governed by English law and hereby submit to the exclusive jurisdiction of the courts of England and Wales.

15.2 If for any reason legal action is taken against Tux Fizz Ltd. then this will have a total maximum liability of no more than the booking fee for the event date in question.

APPENDIX - SUPPLIER SERVICE GUARANTEE

The Supplier agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the Client or a third party. It is the Supplier's responsibility to ensure the good working order and safety of their own equipment, and to obtain all necessary insurances & certification.

The Supplier will refrain from excessive drinking before, during and after the performance at all times when the Client or their guests are present. The Supplier will not display any other conduct deemed anti-social, illegal, nor reflecting badly upon themselves or the Client.

The Supplier shall be suitably and tidily dressed during their performance except with the consent of the client or where the wearing other attire is deemed to be a necessary part of their act. The Supplier accepts full responsibility for maintaining their own Public Liability Insurance (which should be to a





minimum of £1,000,000 cover), their own equipment insurance, vehicle insurance and for carrying out the P.A.T. testing of their equipment

“Tux Fizz” is a registered trademark



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