



East Lodge
Kartway House
Lugwardine
Hereford
HR1 4AE
rich@tuxfizz.co.uk

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 25% booking fee from the client.

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

2.3 By paying the 25% 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.

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.

4. Payment

4.1 Payment can be made by Cash or BACS transfer.

4.2 All booking fees are non-refundable.

4.3 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.

4.4 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.

4.5 The Final Quote is inclusive of any travel expenses.

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** 14 days prior to the originally agreed date of the event.

5.2 If the Client does not cancel a booking in accordance with clause 5.1 or for any reason other than a Force Majeure Event, the Client shall be liable to pay a cancellation fee, in addition to loss of any amounts already paid.

5.3 Where the ‘client’ has cancelled the booking for reasons other than those outlined in ‘Force Majeure’ 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.



www.tuxfizz.co.uk

Company number 13726135



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

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.

9.2 If the Event runs late and the Supplier is asked and agrees to finish later than the finish time in the original booking, and the Supplier does not agree an additional charge, then 10% of the total balance is due per 1/2 hour over run, payable on the Event Date by the Client to the Supplier in cash as a late finish fee.

9.3 If the Supplier is asked to perform for longer than the agreed performance times and no additional charge is agreed by the Supplier prior to the Event Date, 25% of the total balance for every 25% that the originally agreed performance times are extended, payable by the Client to the Supplier in cash on the Event Date as an extended performance 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 sound limiter, or 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. Use of alternative/deputy performers

12.1 This clause covers any person or persons who stand in for one or more of the Supplier's standard group of performers should they be unable.

12.2 The Supplier does not have a fixed line up but includes a group of professional performers. Unless agreed with the client, the Supplier will perform with the most appropriate performers for the booking. The Supplier agrees that all performers used will be of the same standard and professional competence and will have a good knowledge of the Supplier's repertoire, and represent the Supplier to the same high standard that is expected by the Client. A full overview of Tux Fizz band members can be found at: <https://www.tuxfizz.co.uk/our-talent>

12.3 The Supplier agrees that if a standard performer is ill and a suitable deputy performer is available, provided that this performer can satisfy the conditions of competence outlined above, the Supplier shall use the services of the deputy performer rather than cancel the booking.

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

13. Force Majeure Event

13.1 A "Force Majeure Event" occurs where a party is unable to comply with its obligations under this Contract for a reason outside of its control (such as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God) and which is not attributable to any act or failure to take preventive action by the Supplier or Client.

14. Client Responsibilities

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

14.2 If Supplier is subjected to aggressive or abusive behaviour and the Client does not remove the perpetrator, the Supplier shall be allowed to terminate their performance without penalty.

14.3 The Client will still be liable for the total fees. The Client will also be held liable for any damages or items that need to be replaced as a result of such behaviour.

14.4 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 and a meal for all members for the act and the party.

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.

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

