

WELCOME!
HERE ARE OUR
TERMS
OF SERVICE

Please read through these Monstaball terms & conditions

If you have any questions please contact us prior to signing the contract.
Please ensure a signed copy of the monstaball contract is returned no later than **7 working days**.

TERMS & CONDITIONS

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Please read through the Monstaball Terms & Conditions before confirming a booking, if you do not understand any part of these conditions please contact Monstaball or seek legal advice before committing to the contract.

When a booking is confirmed both the band and client are subject to the legally binding contract and terms & conditions.

1. DEFINITIONS

- 1.1 Monstaball is referred to as Band or Artist
- 1.2 Client is the booking party
- 1.3 Equipment means equipment supplied by the Artist unless otherwise stated. If stated otherwise, equipment and trained operatives to be supplied by the client, written agreement must be obtained herein
- 1.4 Fee means the amount in £ charged for the provision of the services
- 1.5 Agreement means the terms and conditions contained herein and the terms contained in the Booking Confirmation

2. BOOKING

- 2.1 Once booking is confirmed the band will issue the client with a booking contract for authorized signature
- 2.2 The booking contract should be checked, signed and returned to the band within 7 days
- 2.3 Once received the contract will be filed by the band
- 2.4 Modification of the booking contract can be made if all parties are in agreement and if necessary an updated booking contract will be issued

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3. BOOKING FEE

- 3.1 The booking contract and booking deposit should be returned within 7 days of issue
- 3.2 The remaining balance should be paid in full on the day of the booking before the performance
- 3.3 The client can pay in full 4 weeks in advance of the booking if confirmed by the band
- 3.4 If payment is not received in the specified time the band may terminate the booking contract without penalty. Additionally the client remains liable for any cancellation fees as specified in section 6
- 3.5 If payment for the remaining balance as agreed in the booking contract is not received a late payment charge will be added of £25. This fee will be applied to the outstanding balance and should be paid within 7 days.
- 3.6 If payment is made by cheque and does not clear the client will be responsible for any costs incurred by the artists bank
- 3.7 If the outstanding balance is not paid in full by the end of 14 days, the amount will be sought by legal process or referred to a debt recovery agency
- 3.8 The client will be responsible for any extra charges incurred by a legal process or debt recovery agency

4. ARTIST RESPONSIBILITY

- 4.1 The artist will perform to the best of their ability and will perform as represented on the band website
- 4.2 Unless specified otherwise in the booking contract the band will supply a suitable P.A system to cater for the booking
- 4.3 The band will play for the agreed time in the booking contract
- 4.4 The band will adhere to venue time limits and closing times and any sound constraints
- 4.5 The band will supply safe and professional equipment for the duration of the booking
- 4.6 The band will provide annually P.A.T tested equipment

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- 4.7 The band will undertake public liability insurance to a minimum cover of £1,000,000

5. CLIENT RESPONSIBILITY

- 5.1 The client must provide the band with an emergency contact number for the day of the booking
- 5.2 It is the responsibility of the client to ensure the band is provided with safe cover for the performance area
- 5.3 The client is responsible for a safely earthed mains electrical supply
- 5.4 The client is responsible for a rigid level base for the performance area, a minimum setup area of 4.5 meters wide x 3.2 meters depth is required for the band to setup safely and to perform to their highest ability
- 5.5 It is the clients duty to provide the band with an un-limited free supply of mineral water or soft drinks throughout their stay at the venue / booking location
- 5.6 It is the clients responsibility to provide the band and technician with a suitable hot meal or a cold buffet, the band has 2 Vegan members
- 5.7 The client must supply the band with adequate and safe parking for a minimum of 2 vehicles
- 5.8 The client must provide the band with a clean and safe area to change in or for waiting, this room must also provide the band with safe, working mains electrical points
- 5.9 Unless given express permission the bands equipment is not available for use by any other persons
- 5.10 If the client or any person associated with the client damages any equipment the band shall be allowed to terminate the performance without penalty. In this event the client will still be liable for 100% of fees
- 5.11 If the band is subject to violent or aggressive behavior it is the clients responsibility to remove the perpetrator, if the client does not remove the perpetrator the band reserves the right to terminate the performance at no penalty. In this event the client will still be liable for 100% of fees

6. CANCELLATIONS

- 6.1 If the client cancels the booking the client is responsible for a cancellation fee:
 - If cancellation is within 48 hours of confirmation no cancellation fees is applicable unless the event date is within 7 days, in which case a full booking fee is payable
 - If cancellation is made after 48 hours of confirmation but 90 days or more from the event then 50% of total fee is due
 - If cancellation is made after 48 hours of confirmation but within 90 days and up to 61 from the event then 75% of total fee is due
 - If cancellation is made after 48 hours of confirmation but within 60 days from the event then 100% of total fee is due
- 6.2 All cancellation fees must be paid within 14 days to the artist
- 6.3 Where cancellation fees are not paid within 14 days the artist may take legal action or use a debt recovery agency to retrieve the fee. Any charges made as a result of legal or debt recovery will be the responsibility of the defaulting party and will be legally enforceable
- 6.4 In the extremely unlikely event of Monstaball having to cancel a booking due to unforeseen circumstances the band will provide a full refund of the deposit payment.
- 6.5 Monstaball will also do their best to find a good replacement artist using a reliable industry agent.

End of Terms

For any queries please contact Monstaball
on email: monstaballrock@gmail.com