

PNN EVENTS

Terms of Business - Artiste and Clients

This Contract is written confirmation of an agreement made between PNN Events, the said artiste and the client no signatures are required to bring it into force.

PNN Events acts as an employment agency and whilst every reasonable safeguard is assured, PNN Events cannot be held responsible for non-fulfillment of this contract by either party and we accept no responsibility for losses or damages arising as a result of this contract.

The client and the artiste agree that no previous contract exists that may prevent this contract from being fulfilled and that no future contract will be entered into from the date of this contract.

Immediately upon receipt of this contract, each party must read the terms and conditions, if either party disagree with any of the terms and conditions or have any questions regarding this contract, you must notify PNN Events within 7 days, by telephone, from the date of issue, to resolve any queries or request that the contract be cancelled.

PNN Events will not be held responsible if an artiste fails to adhere to the terms and conditions noted and if the artiste breaches the contract in any way it may result in claims for damages by the client made directly to the artiste. PNN Events may also take legal action against the artiste if any breach of contract results in a loss of business directly affecting PNN Events.

The Client agrees not to approach the artiste directly and that all future bookings within an 18 month period from the date of the booking, should be made directly through PNN Events.

The Contract may be subject to a 'rider' containing the artiste's extra requirements, for example, food, travel or accommodation, any rider will be agreed in advance between both parties.

Responsibilities of the Artiste

PNN Events requires the artiste to perform at their best and to represent PNN Events in a professional manner adhering to the times and requirements of the client as agreed. It is the responsibility of the artiste to provide all the relevant equipment to carry out their performance.

The artiste is required to hold valid Public Liability Insurance and electrical safety testing documentation (PAT testing), where applicable, PNN Events cannot be held responsible for any artiste not holding such documentation.

On entering into this contract the artiste assures PNN Events that they, and any associates accompanying them, will conduct themselves in a responsible and professional manner, adhering to any of the venues rules.

If the artiste is approached for a re-booking by the client, or for a booking via an individual at the venue, it is their responsibility to direct the client to PNN Events, the artiste should not take a booking direct and should not distribute their own contact details by any means whatsoever, this would be regarded as a breach of the contract and may render the artiste liable to pay severe damages in respect of that breach.

Responsibilities of the Client

It is the responsibility of the client in all bookings to provide a safe working environment for the artiste, any potential health and safety issues should be made clear to PNN Events prior to the booking. The client must provide a safe and appropriately sized area for the artiste to perform.

The client must hold all the necessary licenses for the artiste to be able to perform live within their venue, it is preferred if no noise limiters are in place, however if they are it is the clients responsibility to inform PNN Events prior to booking.

The client should, if possible, provide suitable room facilities for the artiste to change into their costumes, toilets are not acceptable. The safety of our artistes is paramount and it is the responsibility of the client, at all times, to ensure adequate supervision or security is available. If any artiste has to stop performing due to threatening behavior from any individual, full payment still has to be made to the artiste and PNN Events should be informed of the incident.

Payment Details

The deposit (where applicable) is due to be paid immediately on receipt of the written contract and failure to do so may result in the artiste or PNN Events terminating the contract without penalty. The artistes date is only held provisionally until the agreed, non refundable, deposit has been received and only then will the artistes date be confirmed.

Where a deposit is not required and payment has to be made directly to the artiste, this should be done prior to the performance. The fee will normally be paid in cash, or if agreed prior to the event a cheque may be acceptable. The artiste must provide a suitable invoice to the client when requested.

Alternatively, the client may pay the artiste's fee to PNN Events at least 14 days prior to the performance either by bank transfer or cheque. This will be agreed prior to the issue of the contract and the appropriate invoice will be issued to the client.

If PNN Events are holding the artistes fee, as described above, payment will be made within 7 days after performance.

When the agreement is to pay the fee directly to PNN Events then payment must be received 14 days prior to the performance, PNN Events will inform the artiste immediately if payment has not been received within this timescale and the artiste reserves the right to cancel the contract, with no penalty to either the artiste or PNN Events.

PNN Events reserve the right to accept payment up to 100% of the artiste's fee on behalf of the artiste and to retain the funds to repay any outstanding fees due on the artistes account.

Changes to the agreed Entertainment

When acting as an employment agency, PNN Events acts as negotiator only and is not a party of the contract. For this reason we cannot accept responsibility for non-fulfillment or breach of any such contract, but every reasonable safeguard is assured. Wherever possible in such cases, we will replace the artiste with one of similar price and quality.

If a tribute act cannot perform for whatever reason we may have to offer you an alternative tribute to replace the artiste booked, this will be dependent on availability and an extra cost may be incurred depending on the replacement artiste's prices. PNN Events will never directly cancel a booking however if an artiste does cancel we will try to fulfill the engagement with the best alternative for your event.

Cancellation

Cancellation by either party is not permitted, except within the first 7 days of the contract being issued as stated above.

Should an artiste request cancellation of the contract after the initial 7 day period, PNN Events will charge the full commission fee to the artiste which is noted in the specific booking confirmation and an appropriate invoice will be issued for this, we would also reserve the right to cancel any other contracts previously issued to the artiste. PNN Events will contact the client immediately and try to find a suitable replacement which is agreeable to the client. If there is no suitable replacement, the artiste may be liable to pay costs to the client or PNN Events for breach of contract.

Should the client request cancellation of the contract, PNN Events will inform the artiste without delay and the client will be subject to the following cancellation fees;

- a. where the client cancels the booking, after the 7 day period of issue of the contract, 25% of the full fee will be charged.
- b. where the client cancels the booking 3 months before the event, 50% of the full fee will be charged.
- c. where the client cancels the booking 1 month before the event, full fee will be charged.

PNN Events can, on occasions, vary the above cancellation fees; however this will be explained in advance to the client at the time of booking and will be clearly stated on the individual booking confirmation.

Please note that PNN Events cannot be held responsible for a lack of ticket sales and this does not constitute a valid reason for acceptance of any cancellations. All cancellations must be reported directly to a staff member of PNN Events and will not be accepted by voicemail, text or by email.

An appropriate invoice will be issued to the client for payment of any cancellation fees; this will be due within 14 days of cancellation.

In the event of an artiste cancelling from a venue at short notice and no other alternative acts can be provided, PNN Events will repay any fees due to the client. The artiste will be responsible for payment of the agreed commission to PNN Events and may be liable for damages to both the client and PNN Events.

Confidentiality

As a reputable entertainment company we have a duty to protect our client's and artiste's information and with that in mind we will, at all times, treat all files, paperwork and emails as confidential. We will only disclose information as instructed by you or as required by law or by any authorised or regulatory body to which we are answerable. All necessary internet safety precautions are taken by PNN Events, however we cannot be held fully responsible for any unlawful act which infiltrates into our computer systems

Complaints

If as a client or artiste you are unhappy and wish to make a complaint this must be made initially, by telephone, to a member of staff at PNN Events, we may also require you to send your complaint in writing, we will act as a negotiator between both parties with the intention of reaching a satisfactory agreement. If an agreement cannot be reached then the client and artiste shall be left to resolve their dispute between themselves, seeking independent legal advice where necessary.

Although PNN Events cannot be held responsible for any failures with regards to both our clients and artistes we will always try to deal with any complaints quickly and professionally, hoping at all times for a satisfactory outcome.