

# April Dowling Saxophone

## Terms and Conditions February 2022



Thank you for considering to hire me to perform at your event; please see below the terms and conditions which apply at my performances. Provided you are happy to proceed on this basis, please sign and date this form and return to: [april.dowling@icloud.com](mailto:april.dowling@icloud.com).

### 1. Performance

The performance lengths offered are 60 minute or 90 minute sets offering predominantly saxophone playing to an array of genres including: GBX/Clubland; Motown and SKA.

I can also play flute and clarinet and may choose to intermittently include these instruments in my performance; but can also guarantee this should you request this at the point of booking. This may incur further charges depending on the number of songs requested and on which instruments as this involves extra practicing time prior to the performance. Similarly, should you prefer to have solely a saxophone-only performance, please request this at the point of booking.

I can perform at: residential parties including outdoor garden parties; pubs/clubs; wedding venues; hotels with function room hire; public events and festivals. Any residential bookings must end by 22.00; whether it be within a home or garden, as per the law. Any non-residential bookings do not have time restrictions, per the law.

Any specific song requests should be submitted no later than 1 month prior to the performance date to allow sufficient time to source the appropriate backing track, sheet music and to learn and practice the song. Any such requests received with less than one month's notice may not be fulfilled. Please note: not all songs and genres are transferable to the saxophone, flute or clarinet; therefore no guarantees can be given that all requests will be met even if they are requested 1 month prior to the performance.

I will strive to arrive around fifteen minutes prior to the agreed performance time in order to full set-up my equipment and conduct a brief sound check.

You will be responsible for ensuring the provision of suitable power and electricity for the performance.

### 2. Payment

The agreed payment will be determined by: length of performance; travel expenses as well as any other specific music requests or instrument change requests. A late fee for any bookings between 00:00-02:00 may be applied.

Payment will be taken upon my arrival at the venue, during the sound check prior to the performance commencing. Failure to provide the full fee at this time will result in the immediate cancellation of your booking.

A non-refundable deposit will be required to secure your requested date and time.

### **3. Cancellation**

I agree to meet all obligations under this agreement subject to legitimate incapacity by sickness or accident. Failure to meet these obligations will result in returning any and all outstanding deposits which may have been secured.

All cancellations must be made within 72 hours of the performance date and time. Any cancellations within 72 hours of the arranged performance date may result in a percentage of the total agreed fee to be payable. Should your cancellation notice be received upon my arrival at the venue at the agreed date and time, the full agreed fee may be payable.

In the case of equipment malfunction or instrumental damage prior to the performance; bookings may face cancellation as a last resort. All and any repairs required will be undertaken in a timely and prompt manner to prevent and limit the impact of this unavoidable situation.

Any damage caused to equipment or instruments at your agreed performance may also result in cancellation or early departure from the performance, depending on the extent of the damage.

### **4. Indemnification**

I have fully insured both my equipment for damages and myself for public liability in order to allow me to perform.

Any damage caused to equipment or instruments caused by you or your guests will result in a £250 fee; whether accidental or intentional. To prevent this, it is essential that a suitable area of at least two squared metres should be provided where possible and guests should be advised to remain a safe distance of around 2 metres or more from me and my equipment throughout my performance.

This is advised also for the safety of your guests due to the use of the cabling throughout the performance. My equipment and instruments are for the use of me and any permitted persons supporting the performance only and are not for use in any way by guests at any time during the performance.

### **5. Miscellaneous**

Neither you or I will be held liable for any failure to perform due to the following: acts or regulations of public authorities; poor weather in the case of outdoor bookings where moving indoor isn't possible; epidemic/pandemic; interruptions or delays in traffic or any other legitimate cause beyond the reasonable control of both me and you.

You and your guests are permitted to share all and any photos and videos taken during the performance. I appreciate these being shared with me also, or to be tagged, although this is not a requirement.

To confirm that you understand and agree to these terms, please sign and date below:

Name:

Venue Address and Postcode:

Performance Date and Time:

Date:

Signature:

Thanks for taking time to read this and considering me for your event! I hope that I am able to perform and look forward to sharing this celebration with you should you choose to have me perform 😊

If you have any questions whatsoever, please drop me an email on [april.dowling@icloud.com](mailto:april.dowling@icloud.com). I aim to respond to all emails within 24-48 hours.