

Between **Crail Folk Club** *The Purchaser* and **Maddy Prior & Forgotten Lands** *The Artist*  
who is booked to perform on **Thursday, 18 April 2024.**

*The Purchaser engages the Artist & the Artist agrees to perform as per the terms & conditions shown below*

**Purchaser: Crail Folk Club**

11 Marketgate North  
Crail  
Fife  
Scotland  
KY10 3TH  
United Kingdom  
Anthony Kingsbury  
07905 766465  
anthonykingsbury@aol.com

**Fee: £2,500.00 vs 70% after agreed venue costs.**

VAT: £0.00

**Total Due: £2,500.00**

**Payment to:** Agency by Bank transfer

**Deposit:** £0.00

**Deposit Due:**

See invoice for further payment instructions.

**Venue: Crail Folk Club**

**Address:** St Andrew Road, Crail, Fife, Scotland, KY10 3UH,  
United Kingdom

**Contact:** Anthony Kingsbury

**Phone:** 07905 766465

**Box Office:** [www.craifolkclub.org.uk](http://www.craifolkclub.org.uk)

**Capacity:** 120 Seated (tbc maybe 200)

**Merch Commission:** 0.00

**Event Times:**

Arrival Time: 16.00

Soundcheck: 16.30

Doors open: 19.00

On Stage: 20.00

Curfew: 22.30

Set Lengths: 2 x 45 minutes with interval + encore(s)

**Ticket Information:**

**Ticket Prices:** Purchaser to advise

**Ticket Link:** Purchaser to advise

**Guest Ticket Allocation:** Purchaser to advise

**Strada Music International Ltd**

2 Mere Cottages, North Dalton, Drifffield, E Yorkshire YO25 9XA

[info@stradamusic.com](mailto:info@stradamusic.com)

+44 (0)1377 780 480

Contract No:

**SM 4229**

Issued On:

**19/07/2023**

**Artist Riders**

**Accommodation**

To include breakfast.

Provided and paid for by the Purchaser.

- Hotel (min 3\*) or good B&B
- Total People in party x 5
- Preferably 5 x Singles, although 1 Single & 2 xTwins will suffice.

Accommodation Address: Purchaser to advise

**Hospitality Rider**

- **Please check attached Artist Rider for full requirements**
- **Meals are required for 5 people**
- **Drinks are required for 5 people**

**Additional Clauses / Information:**

**Purchaser to Provide**

- PA and Lighting with engineers as per the attached technical specification.
- Hospitality as shown here /as per the attached Rider.
- Unless any changes to these terms have already been agreed, all elements to be provided in full.
- Signed versions of the final agreed amended Specs/Riders should be returned with this contract.

**The Purchaser agrees** to all the terms laid out above and confirms acceptance of both the terms outlined below and the Strada Music standard terms of business as displayed at:

[www.stradamusic.com/terms-of-business/](http://www.stradamusic.com/terms-of-business/)

Please return **signed contract, tech specs, riders, terms & conditions plus additional clauses** to:

[mark.kelly@stradamusic.com](mailto:mark.kelly@stradamusic.com)

**Signed: On behalf of the Artist**



(Mark Kelly)

19/07/2023

**Signed: For Purchaser**

(Anthony Kingsbury)

Print Name

Date

**TERMS AND CONDITIONS OF THIS BOOKING – PLEASE READ & SIGN EACH PAGE BEFORE RETURNING CONTRACT**

**STRADA MUSIC INTERNATIONAL Ltd** – hereby afterwards known as ("**Agent**") has prepared these terms and conditions, to outline the agreement between both engaged parties. Please contact us if clarification is required for any of the below clauses or seek legal advice before agreeing to them.

This contract (& terms and conditions) is sent to the "**Purchaser**" (as identified in the contract) for signature and should be returned within 14 days. A copy of this Contract is also sent to the Artist (as identified in the contract) and it is reminded that this is a contract between the "**Artist**" and the "**Purchaser**".

**Any booking WHETHER AGREED & CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITTEN CORRESPONDENCE will form a legally binding contract subject to the following terms and conditions of the booking.**

**1. Introduction**

1.1 This contract is negotiated by the Agent and is made between the Purchaser and the Artist. In this respect, the Agent is acting as an employment agent in issuing this contract and will not be held responsible for a breach of this contract howsoever caused. The parties to this agreement agree to submit all disputes arising under this agreement to the exclusive jurisdiction of the courts of England and Wales.

**2. Confirmation of the booking**

2.1 All bookings take effect immediately upon acceptance of the booking by BOTH the Purchaser and the Artist, whether verbally, electronically or in writing ("Confirmation").

2.2 If the Contract has not been signed or returned this is not sufficient to invalidate the booking or acceptance of these terms. Failure to return a signed contract within the stated time-frame automatically deems this agreement as valid & binding between both parties.

2.3 Any Rider, technical or otherwise, attached to this Contract is deemed a part of the agreement and signing of this contract also covers its content.

2.4 The Purchaser agrees to provide a full itinerary including names, addresses and phone numbers of the promoter/venue(s), also arrival times, soundcheck/linecheck details, door open times and performance times – to be received no later than 2 weeks before the show date.

2.5 The Purchaser agrees to provide a minimum of 8 complimentary guest tickets – unless stated differently on the Artist rider.

2.6 The Purchaser will ensure that no professional photographs, audio or visual recordings of the performance are made without the prior knowledge and approval of the artist.

**3. Changes to contract**

3.1 Any changes to the Contract must be agreed by the Agent/Artist & Purchaser in advance of the Event Date.

**4. Payment of fees**

4.1 If a deposit is in place, it is due strictly by arrival date as indicated on invoice (details for payment are set out on invoice). The Deposit is normally non-refundable except in the case of termination of contract by the artist (clause 6).

4.2 Unless otherwise stated by the contract, the fee/balance is payable by bank transfer to the Agent on the day, or day immediately following the event. Fees payable should be NET of any and free of any local taxation and/or bank charges – please instruct your bank accordingly.

4.4 If any fee which the Purchaser is due to pay prior to the Event Date has not been received at least 5 working days before the Event Date, the Artist has the right to terminate this Contract without penalty and the Purchaser will forfeit any deposit already paid and remain liable for any cancellation fees due (see clause 5 below).

4.5 If the Artist's fee includes/is built around a percentage of the box office receipts, all expenses must be fully documented, and if requested, receipts are to be provided to the Tour Manager/Artist representative/Agent. Failure to provide receipts will result in the expense not being accepted as a valid show cost.

**5. Cancellations by the Purchaser - THE PURCHASER'S ATTENTION IS DRAWN SPECIFICALLY TO THE FOLLOWING CLAUSE:**

5.1 The Purchaser shall have the right to terminate this Contract without penalty only in the case of a Force Majeure Event provided that the Purchaser informs the Agent as soon as reasonably practicable on becoming aware of the Force Majeure Event.

5.2 The Agent shall notify the Artist of any proposed cancellation as soon as reasonably practicable after being informed by the Purchaser.

5.3 Where the Purchaser has terminated (or is deemed to have terminated) the Contract, the Artist shall be free to secure an alternative booking on the specified date.

5.4 If the Purchaser does not cancel a Contract in accordance with clause 5.1 or for any reason other than a Force Majeure Event, the Purchaser shall be liable to pay a cancellation fee, in addition to loss of the Deposit, calculated as follows:

CANCELLATION PERIOD	CANCELLATION FEE
up to 6 weeks before Event date	50% of full fee
up to 4 weeks before Event date	75% of full fee
thereafter	100% of full fee

5.5 Any cancellation fees shall be paid to the Agent within 14 days of cancellation.

5.6 Any payment outstanding from the Purchaser will be referred to a debt recovery company and will be subject to a reasonable surcharge to cover administration fees and costs incurred. Such surcharge together with all other charges and legal fees incurred will be the responsibility of the Purchaser.

5.7 It is the Purchaser's responsibility to ensure their venue at the Event Address can accommodate the Artist, together with any special requests outlined in this contract. Non-performance by the Artist due to impeding venue restrictions shall result in the Purchaser remaining liable to meet the obligations of this contract and any deposit paid will be forfeited.

**6. Cancellation by the Artist**

6.1 The Artist shall have the right to terminate this Contract if a situation of Force Majeure, serious illness or other 'Act of God' mitigating circumstance should arise.

6.2 The Artist shall inform the Agent as soon as reasonably practicable on becoming aware of a possible cancellation. The Agent shall notify the Purchaser as soon as reasonably practicable after being informed by the Artist and make best endeavours to resolve the matter.

## **7. Cancellation outside the reasonable control of the Purchaser or the Artist**

7.1 In the instance of an occurrence caused by circumstances outside the reasonable control of the organiser resulting in the cancellation of the event, including without limitation; an act of God, act of terrorism, material threat of an act of terrorism, fire, flood, explosion, civil commotion or disturbance, war, storm, earthquake, strike, lock-out, or other industrial action, insurrections or riots, pandemic or epidemic, change in law, prohibition or imposition of requirements by any governmental body, any deposits paid by the organiser will either be refunded to the organiser or, upon agreement of the parties, rolled over to the organiser's next event and any fees due shall not be payable.

7.2 Cancellation Due to Quarantine Regulations: The introduction of quarantine regulations by the home, transit or host country is considered force majeure. Where such regulations enforce an extended period of quarantine in home, host or transit countries The Artiste reserves the right to cancel at no cost to themselves. All moneys collected will be returned to The Promoter less any transit / flight cancellation fees. All effort will be made to minimise such losses.

## **8. Late payment of deposit**

8.1 Failure by the Purchaser to pay any agreed Deposit within the terms specified may be deemed to be termination of the Contract by the Purchaser and clause 5.3 shall apply.

## **9. Late / non-payment of the balance**

9.1 Failure by the Purchaser to pay the Artist/Agent within the terms specified will result in interest being charged on the balance due. The Artist/Agent reserves the right to add interest on late payments at 3% above the Bank of England base rate on a weekly basis.

9.2 A non-payment of the Balance will result in legal action and any reasonable payment outstanding from the Purchaser will be referred to a debt recovery company and will be subject to a surcharge to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the Purchaser.

## **10. Complaints**

10.1 Any complaint about the Artist's fulfilment of the obligations must be made in writing to the Agent no more than 30 days after the Event Date. Full payment must still be made to the Artist/Agent as agreed in the contract. The Purchaser shall not be entitled to offset any discount it feels it is due against the payment of the Total Cost. Failure to pay the Artist within the terms of this Contract will incur charges outlined in clause 8 above.

10.2 Whilst the Agent cannot be held responsible for the actions or failures of either the Purchaser or the Artist, the Agent will use reasonable endeavours to settle disputes without the need for either party to take legal action against each other. Once a written complaint has been made by the Purchaser, the Agent will contact the Artist to discuss the complaint and request a written statement detailing their version of events. The Agent will act as mediator between Purchaser and Artist in order to come to an amicable agreement over any refund or expense which may be due. If the Agent cannot settle the dispute to the mutual satisfaction of both the Purchaser and Artist, both parties shall be entitled to take further legal advice and pursue any other course of action.

10.3 Any dispute between the Purchaser and the Artist based on changes to the contract/performance that were agreed by both the Purchaser and the Artist, but not confirmed by the Agent in writing, shall be dealt with between the Purchaser and the Artist directly. The Agent shall not mediate over these changes.

## **11. Changes on the Event Date**

11.1 Where possible, changes to the contract which are unavoidable on the Event Date should first be discussed and agreed with the Agent. Should this not be possible, changes are to be agreed between the Purchaser and the Artist on Artist arrival, and prior to the performance. Any changes will be subject to these terms and conditions.

## **12. Future re-engagement of the Artist**

12.1 The Purchaser agrees to negotiate all future bookings of the Artist with Agent whilst Artist is represented by said Agent.

## **13. Ticket Pre Sales & Sales Updates**

13.1 The purchaser agrees to update the agent on a weekly basis of the total of all physical and online ticket sales prior to the event taking place, and advising if and when a show is close to, and at sell-out. This does not apply to festivals where multiple artists are performing under one ticket.

## **14. Equality, Diversity And Inclusion**

14.1 According to the UK Equality Act (2010), it is illegal for people to discriminate, harass or victimise another person because they have any, or are perceived to have any of the nine protected characteristics defined as; age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation. Furthermore, they are encouraged to consider Equality, Diversity and Inclusion in their mission and policy. Where the UK Equality Act (2010) is directly contravened by The Promoter, or organisations directly hired by The Promoter, as pertaining to this event, this will be considered a breach of contract and a legitimate reason for The Artiste to cancel their performance. In these circumstances The Artiste will not be liable financially to The Promoter or any other organisation associated with this performance.

**PLEASE CHECK DETAILS, SIGN AND RETURN THIS CONTRACT TO: [mark.kelly@stradamusic.com](mailto:mark.kelly@stradamusic.com)**

**Strada Music International Ltd. 2 Mere Cottages, North Dalton, Driffield, E Yorkshire YO25 9XA**

**Tel: +44 (0)1377 780 480**

**Member: #994 The Entertainment Agents Association (Great Britain)**

