

Terms and Conditions

COVID related Q&A

Details relating to the following Q&A can be found in **COVID TERMS AND CONDITIONS** below.

Q: What happens if the event cannot go ahead due to COVID restrictions or Lockdown?

A: The event can either be rescheduled for another date or cancelled by the Client.

Q: Is there an additional charge to reschedule?

A: No, PianoFactor do not charge a fee to reschedule.

Q: If the event is rescheduled, can the details be changed? e.g., Venue, type of event, number of guests etc.

A: Yes, however changing these details may affect the overall Fee.

Q: What is the timeframe for rescheduling the event.

A: The date of the rescheduled event must be within **2 years** of the original Event Date

Q: How many times can I reschedule an event due to COVID restrictions or Lockdown?

A: As many times as needed within 2 years of the original Event Date.

Q: Would I need to check PianoFactor's availability before rescheduling an event?

A: It is vital that you make sure PianoFactor are available before you reschedule.

Q: What happens if PianoFactor are not available for a suggested rescheduled date?

A: An alternative date would need to be agreed upon by both parties.

Q: What happens if COVID/Lockdown prevents rescheduling within the 2-year timeframe.

A: The pandemic situation will be re-assessed by PianoFactor in January 2022 and timeframe will be extended if necessary.

Q: What happens if I decide not to reschedule?

A: You would need to confirm that you are cancelling the event.

Q: If I cancel the event, is the deposit refundable?

A: The deposit is non-refundable.

Q: Can I reschedule an event that cannot go ahead due to reasons other than COVID?

A: Yes, **Standard Terms and Conditions** will apply.

COVID TERMS AND CONDITIONS - APPLICABLE UNTIL FURTHER NOTICE

In the event of any conflict, the following COVID terms supersede our Standard Terms and Conditions.

Rescheduling

In the case of an event not being able to go ahead due to COVID restrictions or Lockdown, rescheduling of the Event Date will be offered. The timeframe for the rescheduled date is within **2 years** of the original Event Date and will be subject to PianoFactor's availability. The offer of rescheduling must be accepted by no later than 3 days before the Event Date under this Agreement. Upon acceptance, PianoFactor will issue a new contract (the "**New Agreement**") to the Client for the rescheduled date. The balance under the New Agreement shall remain the same as the Balance under this Agreement, provided that the details outlined in the Schedule remain the same. If any changes are made to the Schedule that affect the fee, then this will be reflected in the balance payable under the New Agreement. The New Agreement must be signed by the Client at least 3 days before the Event Date under this Agreement otherwise this Agreement will be cancelled by default. Once signed by both parties, this Agreement shall terminate, and the Deposit will be transferred to the New Agreement. The balance will be due 3 days before the Event Date under the New Agreement. If the Client does not accept the offer to reschedule the event, this agreement will be deemed cancelled by the Client.

Cancellation

If this Agreement is cancelled for any reason including cancellation by default and/or COVID restrictions, the Deposit is non-refundable. However, PianoFactor offers rescheduling on the terms set out above, in which case the Deposit can be transferred to the New Agreement.

STANDARD TERMS AND CONDITIONS

Deposit and Balance

To book this Engagement we require a copy of this Agreement signed by both parties and the Deposit payment in cleared funds.

The Balance is due 3 business days before the Event Date. In the event that the full amount of the Balance has not been received by PianoFactor (in cleared funds) at least three business days before the Event Date, PianoFactor reserves the right to terminate this Agreement forthwith and in such circumstances the Client remains liable for the Balance plus any expenses incurred by PianoFactor.

Rescheduling

In the case of an event not being able to go ahead, rescheduling of the Event Date will be offered. The timeframe for the rescheduled date is within **1 year** of the original Event Date and will be subject to PianoFactor's availability. The offer of rescheduling must be accepted by no later than 3 days before the Event Date under this Agreement. Upon acceptance, PianoFactor will issue a new contract (the "**New Agreement**") to the Client for the rescheduled date. The balance under the New Agreement shall remain the same as the Balance under this Agreement, provided that the details outlined in the Schedule remain the same. If any changes are made to the Schedule that affect the fee, then this will be reflected in the balance payable under the New Agreement. The New Agreement must be signed by the Client at least 3 days before the Event Date under this Agreement otherwise this Agreement will be cancelled by default. Once signed by both parties, this Agreement shall terminate, and the Deposit will be transferred to the New Agreement. The balance will be due 3 days before the Event Date under the New Agreement. If the Client does not accept the offer to reschedule the event, this agreement will be deemed cancelled by the Client.

Cancellation

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Event details and logistics

The Schedule provides details of the Engagement including the event, Venue, performance and logistics. The Client confirms that the information provided to PianoFactor for the purposes of the Schedule is accurate and complete. The Schedule forms part of this Agreement.

The Client shall procure that adequate parking is provided before, during and after the performance, as detailed in the Schedule. If adequate parking is not provided, the Client will be liable to reimburse PianoFactor for any parking fees, charges or fines incurred, such reimbursement to be made within 30 days of receipt by the Client of notification of such fees, charges or fines.

The Client must ensure that

- i) a temporary loading bay/area is provided at the Venue in order for PianoFactor to load-in and load-out all equipment; and
- ii) PianoFactor has been informed if the Venue performance/stage area is not on the ground floor.

PianoFactor reserves the right to refuse to load in the equipment if it considers the access dangerous/unsafe/impassable or if there is a risk of injury to the PianoFactor crew or to anybody else present.

The minimum space requirement for this Engagement to outlined in the Schedule. Not meeting space requirements could prevent this Engagement from commencing and in such circumstances the Client would remain liable for PianoFactor's fees and expenses in respect of this Engagement.

The Client must allow PianoFactor a timeframe of 1.5 hours (not including load-in) to set up and carry out a sound check for this Engagement.

The Client acknowledges that not allowing the allocated time could prevent this Engagement from commencing and in such circumstances the Client would remain liable for PianoFactor's fees and expenses in respect of this Engagement.

Travel expenses, accommodation and catering for band members are as outlined in the Schedule.

If special travel arrangements/accommodation/catering need to be arranged by PianoFactor then this will not be booked until the Deposit has been received in cleared funds.

Damage to Equipment

PianoFactor will be responsible for all damage incurred to their equipment unless:

- i) it is damaged by the Client, the Client's guests or service provider contracted by the Client or Venue.
- ii) it is damaged by a Sound Limiter.
- iii) it is damaged by an inadequate or faulty power source; or
- iv) it is damaged by liquids, including burst water pipe, insufficient cover from the rain or fire sprinkler system.

in which case the Client will be responsible for the cost of repair of such equipment. If repair costs of such equipment exceed the cost of replacement, or the equipment is irreparable, the Client will be responsible for the cost of replacement of such equipment. PianoFactor will send a damage report detailing the costs incurred for repair or replacement (as the case may be). Payment is due from the Client within 30 days of receipt by the Client of the damage report. We will do all we can to stay within the limits of a sound limiter if one is in place, but surprisingly not all venues are set up correctly to handle live music. We have UPS backup power protection in place but there is still a small risk of damage to equipment if a sound limiter cuts off the mains power at any point. Helpful information on Sound Limiters can be found here: <https://www.pianofactor.co.uk/documents/sound-limiter.pdf>

Assurances

If a date change is requested, the Event Date can be rescheduled as set out in the terms above. PianoFactor will use all reasonable endeavours to accommodate a change of date.

If in the unlikely event that, due to PianoFactor's negligence or wilful default, PianoFactor are unable to perform, all payments made thus far by the Client under this Agreement shall be refunded in full.

In the unlikely event that a band member is unable to perform for any reason, PianoFactor shall use all reasonable endeavours to find a suitable replacement band member for this Engagement.

If any member of PianoFactor is involved in a road traffic accident on the way to the event, PianoFactor will make all reasonable endeavours to contact the Client to discuss the outcome.

PianoFactor maintains world-wide insurance cover against public liability ("PLI") up to £10 million.

Our PLI, PAT and other documents can be downloaded here: <https://www.pianofactor.co.uk/documents/>