

TERMS AND CONDITIONS

We're not big fans of wordy contracts, but it's important to outline some of the key things that we expect from you and that you can expect from us. If you would like clarification on any of the points below please let us know and we'll be happy to talk it over with you.

All of our bookings are subject to the following terms and conditions:

TERMS WE USE IN THIS DOCUMENT AND WHAT THEY MEAN:

We/Us: The band 'What Willis Was Talkin' 'Bout', comprising of any members

Band's Equipment: any equipment (musical or otherwise), cabling or facilities used by the Band and any PA company we use

Booking form: your completed order for the Services on our standard booking form

The booking/Services: the services that we are providing to you, which is the Band to perform two 45 minute sets of live music from our repertoire at the venue, on the times and date detailed in the booking form

Set list(s): The choice and order of songs that we decide to play to provide the services

Terms: the terms and conditions set out in this document.

You: the Customer whose name appears on the booking form

Communication

1. We expect you to communicate any issues that affect the booking as soon as you become aware of them. We will not be able to make changes on the day or at very short notice in the days prior to it. We will respond to any messages that you leave us as soon as possible. All messages should be directed to us by telephone or in writing to the contact details provided on the booking form.
2. We expect to be able to reach the person you have named and whose details you have provided on the booking form during reasonable daytime hours and we expect them to respond within a reasonable timescale to any messages we leave if we use the communications methods you have provided in the booking form.

Setting up

3. We require safe and relatively straightforward access to the area we will be performing in – much of the equipment we will bring is heavy and expensive and so we cannot carry it long distances, over broken or waterlogged ground, or up steep flights of stairs. We also expect reasonable clearance – vehicles or equipment should not be placed in the way of or very close to access to the performance area. We will not be liable for any damages if insufficient room has been left. We expect to be able to park several vehicles close to the place we will be performing to unload/load equipment (we will be happy to move vehicles to a dedicated parking area once we have completed our set up – if you need us to do this then please let us know in advance and ensure that there is sufficient space for us to park). If there are drapes or decorations that might get damaged as we carry items in please ensure these are moved/tied back before we arrive. We will be reasonable in this respect but we expect the venue to be reasonably accessible. We will not be liable as a result of a delay or inability to perform due to access difficulties.
4. We will load our equipment as quickly as it is safe to do so but setting up a band like ours as well as the PA system takes time and does involve a large number of boxes and bags (all of which are tidied away once the band is set up). We require sufficient space to do this.
5. Whilst offers of help to move equipment are very kind, our equipment is expensive and heavy and so only band members or members of the sound crew may move our equipment.
6. The area for the band to perform must be adequate for the purpose. It must be a flat, hard surface, clear of tables and chairs and any other items before we arrive. If the band will be playing on a raised stage then it should be certified as fit for purpose – if it is outdoors it should be covered and

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adequately earthed. We reserve the right to refuse to perform if we consider the performance area to be dangerous or unsuitable – this will still incur our full fee.

7. There should be a suitable electricity supply. At the very least we need access to 4 standard 13a plug sockets, which must all be run on the same phase. Any electricity supply (including any extension leads) provided must be certified safe for use by a suitably qualified electrician and the venue/power supply company must be able to provide proof of this. Our inability to play due to the inappropriateness of the power supply and/or a power failure at the venue would still incur our full fee. We reserve the right to refuse to perform if we consider the electricity supply is dangerous – this will still incur our full fee.
8. Stage lights are not included in our fees unless we have specified this in the booking form – we assume that venues will have adequate stage lighting. We can provide this on request for an additional cost. If you require it then please ask us.
9. We are a large band and we do take up a bit of room – within reason we can accommodate your layout, but be aware that as a minimum we need an area of at least 4m wide x 3m deep plus an area for the sound board to be set up either to the side or in front of the performance area.
10. We will need a sound check for the band – if we are performing relatively late at a long event then we may not be able to sound check before the audience arrives; if so we will keep sound checks as brief as possible. If it is essential that we sound check before the audience arrives and this is more than 3 hours before we are due to perform you will need to let us know and this may increase our fee.
11. The band will usually have time between the sound check and performance. Please arrange for a suitable indoor area where we can wait before we perform. This needs to have access to suitable toilet facilities and we will need to come and go from that room so we expect to be able to access the area without having to walk through the venue.

Performance

12. You must ensure that the venue has all of the necessary licenses, including PRS, for the performance of live music – the venue must be able to provide copies of the relevant permissions. If there are any restrictions, for example decibel limits, then you need to let us know in advance. Our inability to perform at the event due to the lack of relevant licenses or unreasonable restrictions will still incur our full fee.
13. We know that things can and do run late and we are happy to accommodate this as far as possible but we anticipate that we perform within an hour of our initially agreed start time. If the event is running very late, then we cannot guarantee that we will be able to perform our full set. If this occurs and is no fault of ours then we will still charge our full fee. If the venue has a curfew time you must let us know in advance and factor that into your scheduling. Unless the venue explicitly states to us that it is acceptable to do so, we will not play past the venue curfew time. If you are running late and you think we may need to play later, you need to agree this with us and the venue.
14. We are very used to what works and what doesn't in our performances and we will prepare a set list from our repertoire – we are happy to send you a copy of the set list in advance if you would like us to. We use tried and tested material as well as sequences of songs that we know work well together. Occasionally, we may drop certain songs or change the order of the set on the night in order to suit a particular mood. Arranging music for a large band takes some time and so unfortunately we cannot take requests on the night. However, we are happy for you to tell us if there are particular songs on our set list that you would/would not like us to play.
15. We use a professional, experienced sound hire firm that we have worked with regularly. We insist on using our own sound hire company as getting a good sound is crucial to the experience and there is huge variation in the market in terms of quality – we regularly use this firm because they are the best we have worked with. Their fees are included within our costs.

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16. Live bands are loud, especially large bands like ours – we use experienced sound engineers but there is a certain volume below which it is difficult to drop. Similarly, whilst they are experienced at generating a good sound, live sound does vary considerably depending on the size and shape of the venue and not all areas of the venue will have exactly the same sound quality.
17. We know that people have a few drinks at the events we perform at, but please note that we cannot perform if people are falling into the band or our equipment or if they are abusive. We do not permit members of the audience to perform with the band or to use our equipment – please note that we will be unable to proceed with our performance if members of the audience attempt to do this. If we have to cease performing because of the above it will still incur our full fee.
18. If you would like us to play an MP3 player or similar through our sound system then if you supply the player with the songs set in the correct order we will be happy to link it through our sound system, but note that we cannot start to do so until we are fully set up – please let us know about this in advance and note that the sound system arrives and leaves with the band so if you need music played outside of these times you will need to make alternative arrangements. Whilst our engineer can set the list to play, they will not be able to ‘DJ’ for you – if you need this you will need to arrange for your own DJ.
19. You are welcome to arrange a DJ or other bands for the evening, but please note that our equipment and PA system that we provide are for our exclusive use. If you would like to talk to us about extending the period that the PA is available, then we are happy to make arrangements with our PA company, but note that this will carry additional costs.
20. Packing away is generally quicker than setting up, and we can usually do so within about half an hour of finishing our set, depending on the ease of access to the venue. Again, please be aware that we need sufficient space to do this and to be able to easily get in and out of doors to our vehicles. It will again involve a number of boxes and bags to be brought in. We will be as quick as we can when clearing the equipment away and it is fine for a DJ to be playing whilst we do this. As with loading in, we will need to bring vehicles close to the doors and only band members and crew will carry or move equipment.

Fees

21. Our fee is detailed in the booking form for the event, including details of advance deposits required – unless the booking form explicitly states otherwise, our fee includes the costs of a sound engineer and a PA system suited to the size of the venue. The balance of the fee is payable in full on the night and in cash after we have set up but before we perform. If you need to pay us by cheque or by BACS then please let us know and we will provide you with the relevant details but please note that we will only accept payment in this way if it clears in our account prior to the date of the booking.
22. You may not make any deductions from our fees unless we have given our prior written agreement.
23. It is your responsibility to publicise your event (if relevant) at your own cost.
24. The booking form is our fee request (invoice) – if you would like us to provide you with a hard copy receipt please let us know in advance.
25. Please note that the booking is not confirmed until we receive the signed booking form.

If things go wrong

26. In the event that you had to cancel the following cancellation fees apply:
 - more than 21 days notice before the date of the booking: no charge
 - more than 7 but less than 21 days notice before the date of the booking: the deposit will be retained but with no further fee
 - 7 days notice or less: full fee

We count the number of days notice inclusive of the day of your event.

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If you need to cancel you should phone us but it is your responsibility to ensure that we have received a message about cancellation – you should not assume that we have received the message unless you have spoken to us in person.

27. We will not be liable if you send us a booking form or cancellation notice in writing that never arrives (whether in hard copy or electronically), so please ensure you send hard copy cancellations by recorded delivery to be certain they reach us and ensure that you have had a reply to any electronic correspondence.
28. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control. We do not accept liability for any consequential loss, damage, delay or non-fulfilment of any agreement due to forces beyond our control.
29. We have in place a number of musicians that we use for backup in the event of illness or other unforeseen problems. If this happens then we will cover this within our fees. However, if a key band member is suddenly taken ill close to the date of performance we cannot guarantee we will be able to find a replacement. If this occurs we will let you know straight away and refund any fees you have paid to us.
30. We are not liable for your equipment, facilities at the venue, or any items belonging to audience, staff or volunteers.

Assignment and variation

31. You may not transfer any of your rights or obligations under these Terms to another person without our prior written consent, which we will not withhold unreasonably.
32. Variation of these terms may only be done with the written consent of both parties.

If you have any queries then please contact us – we're happy to do whatever we can to help.