

# **APOLLO STRINGS**

## **TERMS OF ENGAGEMENT WITH DIRECT CLIENTS**

### **1. Introduction**

Welcome to Apollo Strings. I am Clementine Vale, manager and founder of Apollo Strings, which is an agency that provides clients with female musical ensembles of highly trained and skilled string players for performance at events, sessions and special occasions of many kinds. I am a professional cellist, and perform at many of the events, but the other players are all freelance performers, carefully selected by me, and who perform under contract to Apollo Strings. We hope you enjoy the performance!

In this document, “you” refers to you, the client, and “we” refers to us, Apollo Strings.

### **2. Bookings and Communications**

Bookings involve a certain amount of formality, since we will be entering into a binding contract with each other, and it is important to understand at the outset what is involved. The actual Contract document that we send you in due course will contain the details specific to your booking, but in order to keep that Contract document short we set out here the general Terms of Engagement that should be read by you, as they do form part of the overall contract between us.

To avoid misunderstandings down the line we ask that communications between us that affect the arrangements be on the record somewhere, so that either of us can refer to it later if necessary. Here we talk about communications “in writing” to indicate this, but that doesn’t necessarily mean an exchange of letters: it includes other forms of “documentary” type communication, such as email or fax, and of course the booking process if conducted via our website booking facility. A mere verbal communication without it being on the record somewhere could lead to misunderstandings later, although we appreciate that there may be occasions when this is unavoidable, such as during the performance itself, or in an emergency.

### **3. The normal booking process**

- (i) You provide us with details of the requested booking, including your telephone number(s), postal address and email address for contact (we refer to this here as “the Point of Contact”). This information must be provided in writing, preferably via the website booking facility on Apollo Strings’ website.
- (ii) We acknowledge the request, and – if we are able to perform – we send you a specific Contract, together with a copy of these Terms of Engagement, a request for payment of a Deposit (or full payment if appropriate – see (v) below), and details of any additional information required.
- (iii) Within 5 working days of that communication, you respond accordingly, including a signed copy of the Contract or its equivalent function on Apollo Strings’

website, and payment of the Deposit (or full fee). If we do not receive your response within that 5-day term, we will assume the booking is cancelled, and may accept another booking in its place.

(iv) If the booking so far goes according to plan, and we have all the information needed, and cleared receipt of the Deposit (or full fee, if appropriate), we will send you a Confirmation of the booking. This will formally establish the contract between us.

(v) If not paid in full at the time of booking, the balance of the performance fee is payable in cash, cleared cheque or bank transfer at least 2 calendar months before the day of the event. If the date of performance is less than 2 calendar months from the date of booking, the full fee is payable at the time of booking.

Departure from the foregoing normal sequence of events will only be by documented mutual consent between you and us.

We have to set the 5-day time limit for response indicated in (iii) above, since we have a busy schedule to organise and often have more than one request for performance on the same day – also, the individual performers have to be booked well ahead of time. We may be able to reinstate it later if requested (in writing!), but that will obviously depend on whether we have indeed taken another conflicting booking in the meantime.

Similarly, any changes to the Contract must be arranged and agreed (in writing!) between us in advance of the event, unless circumstances make this impossible.

And any change regarding the fee payment must be agreed (in writing!) between us.

The Deposit reflects the time put in by us in setting up the arrangements. The fee arrangement indicated in (v) above, is because we, and the individual players, have to commit to the performance, and may not be able to obtain alternative booking if the booking is cancelled at short notice.

The Deposit consists of a non-refundable fee component; and unless the event is located within a London postcode it will also include a travel component for the expenses of the performers in attending the event. Since the travel bookings are normally made well ahead of time in order to keep the cost to a minimum, this will normally also be non-refundable. We will inform you in the Contract of the expenses component of the Deposit, if applicable.

#### **4. Cancellation**

In principle, the contract cannot be cancelled unilaterally by either of us. However, “Force Majeure” provisions may apply, as detailed below. Other than that, unilateral cancellation constitutes a breach of contract, and will be subject to the following penalties and conditions.

##### **A. Cancellation by you:**

- (i) Any explicit cancellation of the booking must be in writing.
- (ii) The Deposit is not refundable in any event.
- (iii) If the full fee is not paid by 2 calendar months prior to the scheduled date of the performance, we will treat this as cancellation of the Contract.
- (iv) In the event of (iii) above, and if requested by you, the Contract may nevertheless be reinstated if agreed by us, subject to full payment being made and subject to the availability of performers.
- (v) If the booking is cancelled less than 2 calendar months prior to the scheduled date of the performance, the full fee will nevertheless be charged.

**B. Cancellation by us:**

Normally, cancellation of performance by us will entitle you to a full refund of your payments, including the Deposit.

**5. Force Majeure**

This refers to circumstances beyond one's control. Here is the formal language:

Force Majeure shall be constituted by war, fire, death, illness or other incapacity (certified by a properly qualified medical practitioner), epidemic, accident, civil commotion, threatened or actual violence, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, or Act of God (such as severe weather, earthquake, volcanoes, and their consequences), which are not attributable to any act or failure to take preventive action by us, by the contracted performers, or by you.

If we encounter a situation of Force Majeure that affects our ability to provide the performance in accordance with the contract, we will inform you promptly via the Point of Contact. It is therefore important that you ensure that the previously indicated Point of Contact is updated (if appropriate), and kept open for urgent communication.

If, through reasons of Force Majeure, none of the performers can attend the event to perform in accordance with the Contract, we will refund your entire fee, including the Deposit.

If, through reasons of Force Majeure, two or more of the performers can attend the event, but one or more others cannot, the performance fee will be reduced pro rata.

If, through reasons of Force Majeure, only one of the performers can attend the event, you will have the option to proceed with the solo performance, with the performance fee reduced pro rata, or else cancelling the performance, in which case we will refund your entire fee, including the Deposit.

**6. Our Standard Requirements for the Performance**

## **A. Venue Constraints and Performance Area**

It is your responsibility to ensure that there is adequate performance space, and that it will meet your expectations in terms of audibility and visibility of the performers.

It is also your responsibility to ensure that the owners of the venue, and any others who may be affected by the performance, are agreeable to the performance taking place.

## **B. Specific Performance Requirements**

In addition to what is suggested in A. above, we recommend that you consult with us beforehand regarding any specific requirements, such as changes in the nature or volume of performance at different times. But we do want our performance to be memorable (for the right reasons!), so you are free to request alterations in the nature or volume of the performance during the event, and the performers will do their best to meet such requests.

If you wish to sound or video record any part of Apollo Strings' performance an additional £50 per performer must be paid in advance of your event. If this is not paid or declared prior to your booking date musicians reserve the right to stop playing if any part of their performance is being recorded.

Please note that the performers will require a well-lit space in which to perform and armless chairs will also need to be provided by the venue.

We already have a large repertoire of music, but it may be possible to additionally provide arrangements or transcriptions of particular music if you request it sufficiently in advance of the event. We charge a non-refundable fee for this service. Ownership of, and copyright in, any such arrangement or transcription will belong to me, Clementine Vale.

All repertoire requests must be submitted by at least 2 calendar months before the event. We cannot guarantee performing any choices that are received after that point, as we have to make sure that the music copies are prepared and sent to the players in good time before the performance. This applies particularly to specially requested arrangements or transcriptions which have to be written and then sent to the players for them to familiarise themselves with the music before the event.

While we will always try to conform the music programme to your specific request, there may be circumstances where we have to change the programme, or the composition/ personnel of the players, to a greater or lesser extent.

## **C. Refreshments**

We ask you to provide soft drink refreshments for bookings under 3.5 hours and a hot meal for each performer for bookings over 3.5 hours or for bookings during a meal. Please note this does not have to be the same meal as you and guests will be enjoying, it is often possible for the venue/caterers to supply a suppliers meal which will keep

the cost down for you. Alternatively if there is a bar menu to choose from and you are happy to cover the cost of each performers meal choice then that is absolutely fine. Please let me know which option would be best for you.

#### **D. Setting up and finishing**

You must arrange reserved parking at the venue/s or musicians cannot guarantee punctuality. Parking in central London is never required as it public transport can be taken. If parking is not available please contact Apollo Strings.

Unless otherwise agreed, the performers will aim to arrive at the venue at least one hour before the performance is due to begin (as specified in the booking Contract), and they will need to have access to lockable, private changing facilities both before the performance and for at least 30 minutes afterwards.

Should you wish to lengthen the performance on the day of your event, we will do this if possible, although it may sometimes prove impossible, for example if the performers have other commitments or non-flexible travel arrangements. Any such extension of the performance time will be charged at £20 per musician for every 30-minutes (or part thereof) of additional performance, payable in cash immediately.

Again, because of possible other booking options, and the need to make travel arrangements, where you have indicated a TBC (to be confirmed) status for the timings for your booking, you must provide us with the exact timings at least 3 calendar months prior to the date of the performance. If this is not done, we may have to treat this as a cancellation of the Contract.

#### **E. Performers' equipment**

The performers' instruments and equipment are not available for use by others, except by specific permission of the individual performer.