

CENTRESTAGE INSANELY GREAT ENTERTAINMENT - GENERAL TERMS

Quote Validity

The supplied quotation is valid for 7 days.

Your enquiry will be penciled into our diary. Should we receive an additional enquiry for the same date that is being held by you within this period of 7 days, we will inform you of this immediately and you may be required to make a decision on the date requested within 24 hours – and the subsequent deposit would then be payable immediately to confirm.

Any enquiry not confirmed within 7 days may require re-reconfirmation of the availability of the performers, should an interest still be shown at a later date.

Should confirmation of services be made, either verbally or in writing, the cancellation terms will immediately come into effect, even if a) the initial deposit is not paid or b) the time for deposit payment lapses or c) the performance is later cancelled by either party due to the client no longer being in a position to adhere to these terms and conditions.

In the event of the entertainment being cancelled for any reason, Centrestage reserves the right to rebook the entertainment for the same date, without this having any effect on the cancellation fee obligations of the client.

Deposit Payment Terms

Quotes are valid for 7 days. Once confirmed, the client shall supply invoicing details immediately and Centrestage will then provide the client with an invoice. The deposit due should be paid immediately on presentation of the deposit invoice to secure the function date and artists.

Once written or verbal confirmation is received from the client for any booking, the client agrees to be immediately bound by the cancellation terms. Only once the deposit has been paid and proof thereof sent to Centrestage, will Centrestage be bound by this booking.

Should the deposit not be paid within the 7 days after receiving the invoice, the client might be given an additional 24 hours to pay the deposit. Should the client not make the deposit payment within this 24 hour period, the booking date will no longer be held.

The payment of the balance outstanding must be made within 10 days of the date of the function.

Should the payment of balance of the outstanding not be paid within 10 days of the function itself, Centrestage reserves the right to assume that the function has been cancelled by the client – and the cancellation terms will come into immediate effect.

Reasons for Deposit Payment Terms

Once booked, performers give their commitment to turn all other work down that they might get offered on the date in question to accommodate the booking, as does Centrestage.

Until the deposit is actually paid, the artists remain free to consider other work. If either the artists or Centrestage receives another enquiry for the date in question before the seven days of the quotation validity period has elapsed, you will be given 48 hours to pay the deposit to confirm the booking in question.

Payment to third parties

Should payment for Centrestage services (or others) be made by a client to any third party other than Centrestage themselves (example Travel Agent, Computicket or any Centrestage partner, amongst others) – and that third party undergoes sequestration, business rescue or has any other financial problems, Centrestage will not be liable to repay any monies resulting from this. The risk for payment to third parties remains that of the client.

Personnel line-up

Please note that for all band bookings or bookings made more than three months in advance, the personnel line-up is subject to change, even if the quotation itself specifies the lineup. Similarly, only once an indication of acceptance of a quotation is received and before the deposit payment is made, will the final lineup be confirmed.

VAT

All costs quoted are exclusive of VAT.

Deposit

Whilst quotes are valid for 7 days, the immediate payment of 50 % deposit is required as confirmation of your intention to book the entertainment. Should the deposit not be paid within the 7 days and another enquiry for the same date is received, Centrestage reserves the right to accept a different booking or to give you 2 days within which to meet these requirements.

Cancellation Terms

If cancelled within 4 weeks of the function date, 100% cancellation fee applies on both performance and technical fees.

If cancelled after 4 weeks, 50% cancellation fee applies on both performance and technical fees.

If cancelled after more than 8 weeks, a 50% cancellation fee applies to performance fee only, no technical fee.

Should Centrestage agree to any lesser cancellation terms at any time, this will not take away any aspect of their original right to insist on the full cancellation fee still being applicable at any time. Centrestage reserves the right to insist on the full cancellation terms at any time irrespective of any compromises which might have been made at any time.

Should the performance be cancelled or postponed as a direct result of government stipulations or regulations regarding the Corona Virus, the deposit will not be forfeited, but instead will be held as a credit towards the new date of the function or as a credit towards the booking of any similar future Centrestage performance.

Reasons for cancellation policy:

Centrestage takes on an obligation to the artists employed when we book them as a result of client confirmation. The artists are then required to turn away any additional work offered to them after this. Centrestage will also turn additional technical work away to support the function – and as this work is our joint livelihood, we cannot be held liable in any way for unforeseen circumstances which might occur to the third parties, however unfortunate or unpredictable they might be. We are required by these obligations to treat these cancellation terms as non-negotiable.

Please note that moving the date of the performance does not change the impact of the above and will not necessarily be considered as this does not change Centrestage's obligations or the impact that cancelling or changing committed performance dates will have on everyone involved.

Guarantee

Should Centrestage not be in a position to deliver services quoted for, or should an artist not appear as scheduled, the relevant fees paid as an advance deposit, or the full fees if applicable, will be refunded to the client.

This will, however, not apply if the artist was unable to perform for any reason which was the responsibility of the client (for example, due to travel arrangements falling through, power being down or equipment failure, amongst other possible reasons).

Meals and Refreshments

Meals and cool drinks are required for performers and technical crew before the show – these need not, however, be from the function menu.

Stage

It is the client's responsibility to provide a stage for the performers. Please advise if you require assistance with obtaining a stage and we will be happy to provide a quotation.

Change Area

A suitable change area as close as possible to the stage is required for the artists.

3-Phase Power

It is also the client's responsibility to provide 3-phase power, and an electrician on-site, if required.

The professional approach to power supply for functions is to run power from a separate independent 3-phase source to prohibit unexpected power outages due to outside interference or loading of commonly used circuits.

We can, however, run from wall-plug power for smaller functions, but clients must be made aware of the potential risks of power failure or electrical interference during a function if the circuit is unknowingly overloaded.

Again, we will be happy to assist you with this if needed.

Power and Load Shedding

The provision of power at a function remains the responsibility of the client.

If load shedding, power failure or any other event out of Centrestage's control interrupts a function and the full performance cannot be completed, this is not Centrestage's responsibility in any way, and no reduction of fees will be applicable.

The responsibility to check load shedding schedules - and to arrange a backup generator if required - remains that of the client, and should not be deferred to Centrestage or the venue.

Should any Centrestage equipment suffer damage as a result of using or swapping to a generator, the client will be responsible for repair or replacement.

Indemnity

Centrestage will have no obligations with regard to any performance which is interrupted or which cannot take place for reasons beyond our own or the client's control, including but not limited to lack of electricity provision or weather interruptions.

The client and not Centrestage remains responsible for any unavoidable issues outside of our control might arise relating to transport, including but not limited to delayed flights (even if booked by Centrestage) or road infrastructure issues.

Should any of the above impact on a performance, Centrestage will not be held liable to provide a replacement performance in any way.

Third party technical responsibility

In the event that the technical aspects for the performance are provided by a third party company and Centrestage provides a sound engineer to run the performance, it is accorded that the full responsibility for the technical setup still remains the responsibility of the technical company concerned.

The client must ensure that the correct equipment mentioned in the technical rider provided by Centrestage, is provided – and that enough setup staff and on-stage staff are available to ensure the smooth running of the show. The equipment must be set up with enough time to facilitate a sound check.

Equipment security and responsibilities

The client takes full responsibility for the security of all Centrestage equipment or other equipment hired or provided on their behalf during the course of setting up, running or striking for a function.

Should any Centrestage equipment be damaged or stolen during this period, the client will be responsible for covering the replacement cost thereof.

Should any equipment be damaged as a result of inconsistent power, power surges or any other power related issue not caused directly by Centrestage, the client will be responsible for covering the repair or replacement cost thereof.

Should any Centrestage equipment be damaged or lost as a result of the actions of any service provider secured by either the client or any third parties involved in the function in question, the client themselves will still take full responsibility for repair or replacement of the affected equipment.

Example: If bad weather caused a tent to fall down and some of Centrestage's equipment was damaged as a result, the client who booked Centrestage would still be responsible for repairing or replacing the affected equipment, irrespective of who provided the tent. This responsibility cannot be deferred to the tent provider. If a security company was delegated to look after Centrestage equipment and equipment goes missing, the client will remain responsible, irrespective of who hired the security company and any claims arising as a result. Similarly, if a faulty generator provided by third party were to cause equipment damage, the direct liability would remain with the client, even if they themselves did not hire the generator. It would be up to the client to later recoup any expenses from any third party service providers.

Flights Policy

Flights are ideally to be booked by the client and not by Centrestage unless specific alternative arrangements are made.

Before booking flights, kindly ensure that the flight times are agreed to by the Centrestage office.

Flights in the morning should ideally be booked after 8am if possible, unless there is a specific reason for this not happening. Under no circumstances will the 5am-6.30am flights be booked purely for cheaper budget purposes, unless specifically agreed to by the Centrestage office.

The reason for this is that in most instances, the performers work late into the night, and would be required to get up at an unreasonable hour to be able to catch these flights.

If the flight leaves before 08h30 in the morning and the drive back to the airport is substantial or there is a chance of traffic slowing things down, consideration should be given to booking accommodation near the airport the night before so that the artists can travel there after the function and rather sleep closer to the airport.

Should an early flight be necessary, an early check-in into the accommodation will also ideally be required (if possible) so that the artists can have somewhere to rest before the sound check.

The return flight should ideally be booked to leave before 1pm and a later than 1pm flight must only be booked if authorized by the Centrestage office.

Flights must also be made under 'Group Bookings' to ensure we get the full advantage of all luggage requirements.

Flights specific to Gino Fabbri and his sound engineer

Gino is a very easy-going and undemanding artist, but there are times when his diary gets extremely busy and the transport from one performance could affect the transport to the next.

If the option is available, it is preferred that flights booked for Gino and his sound engineer are done so with the option to change the flight time if required.

In the event that a flight has not yet been booked and we have to make travel plans to accommodate Gino's surrounding performances – or we simply wish to allow for contingencies - we reserve the right to ask for a reimbursement of the usual reasonable transport cost which would have been paid, and in this instance, instead of the client booking the transport, this will then be done by the Centrestage office.

Note again that even if Centrestage books the flights themselves, in the event of the flight being delayed or any other unavoidable Act of God preventing the artist from arriving, the responsibility for this is never taken by Centrestage.

Changes to Flights

In the event that Centrestage wishes to change the flight that has been already been booked by the client, the client agrees to help facilitate this if possible. Centrestage will be liable for additional costs incurred as a result if this does occur. If Centrestage books an alternative flight instead and the old existing flight can either be banked or changed, the client agrees to assist Centrestage to do this if they choose and any additional costs to effect this if applicable will be payable by Centrestage.

Accommodation policy

The Centrestage performers are not at all fussy, however a reasonable standard of accommodation must be provided.

Note that the rooms must at least be ventilated and have a window which opens outside.

For general band members and technical staff, sharing accommodation is generally acceptable. Note that females and males cannot be required to share.

Because Gino Fabbri has a very busy diary and needs his rest, it is preferred that he is provided with his own single room. If this is not possible or the accommodation rate itself is particularly expensive, then Gino will be happy to share.

Meals Policy

Breakfast must always be provided.

If the performers or technical staff arrive at a time when lunch is easily available, then they should be provided with lunch. If providing lunch is not practical for any reason, then this can fall away.

Dinner and cool drinks must be provided for performers and staff –this does not necessarily have to be the same full course meal that is provided to the guests.

Performers generally prefer to have their meals backstage rather than in the performance room itself.

Timing of meals: Ideally, the performers need to eat BEFORE they perform, as they are often required to perform during the meal time itself.

Because of this, special timing might be required and the performers might need to be served their meals earlier than the guests. The venue and kitchen staff must be informed accordingly.

ADDITIONAL COSTS INCURRED

Additional Equipment

If bringing additional equipment such as keyboards, stands, guitars etc. forms part of the show requirement, the client will be responsible for any overweight charges which may occur.

Transport

The client is also responsible for providing transport to and from the airport to the sound check, performance and accommodation.

If a car is hired by a client, this must be done on a FULL BILLBACK basis, which means that all direct expenses relating to the car hire (km travelled, petrol etc) must be deductible from the client's account, and never required to be charged after the fact to a Centrestage credit card.

(an example of this might be where a flight and or car is booked through a third party website such as Travelstart and not through an agent where the client holds an account. Centrestage or its representatives must NOT be required to provide a credit card to complete the transaction when fetching the vehicle).

If a motor vehicle is hired, the client will also be responsible for any toll-expenses or additional petrol which might need to be put into the vehicle if the return distance exceeds a single tank of petrol.

In summary, any additional costs that are accrued as a direct result of travelling will be billed to the client after the function and will need to be reimbursed within 7 days of invoice. This includes but is not limited to any excesses on luggage or equipment on flights, toll gate fees, additional petrol required in hired vehicles or the cost of additional drivers if required.

It is the client's responsibility to include all car insurances when hiring a vehicle on behalf of Centrestage. All costs in this regard, including excess payment if an accident occurs, is the responsibility of the client. In the event of this insurance not being in place, the client will remain liable for all costs incurred as a result of an accident, irrespective of who is to blame for any damage caused to the hired vehicle.

Set-Up Delays

Please note that in certain circumstances where Centrestage technical staff has been scheduled to perform a setup at a predetermined time – and delays occur as a result of either the client's supplier or third party not

providing equipment or staging timeously as agreed or other events outside the control of Centrestage, a levy might be applicable should the technical set up team be required to wait a lengthy period as a result.

Sundry Expenses

Any sundry expenses which are necessarily incurred to facilitate getting to the performance or in staging the performance itself, including unexpected taxes, overweight luggage, toll gates, etc. will be reclaimed from the client after the performance has taken place.

Playing of music after main entertainment has finished:

In most standard instances, if Centrestage is providing the technical support and equipment for a performance, we will be happy to play a generic playlist of party music or background music until 12pm. Centrestage will not play specially requested music at any time. Should this be required, a DJ service must be arranged separately.

Further information

Further information is available on our web-site at www.centrestage.co.za

Should you have any further enquiries, please do not hesitate to call Centrestage on 041 368 3093.

Insanely Great (Pty) Ltd T/A Centrestage Entertainment