

100%Klub — Live Performer Agreement

Entertainment Services — Individual Performance Engagement

Between

Transpiritdelights LTD, trading as **100%Klub**
159 Moulsham Street
Chelmsford
CM2 0LD

and

Performer / Act: _____

Performer / Business Name: _____

Address: _____

Email / Telephone: _____

1. The Engagement

Transpiritdelights LTD, trading as 100%Klub ("the Venue"), agrees to engage the Performer to provide live entertainment at 100%Klub on the date and at the times agreed between the parties.

This agreement relates to the specific performance or engagement identified below:

Performance date: ____ / ____ / ____

Arrival / soundcheck time: _____

Performance start time: _____

Performance finish time: _____

Agreed performance fee: £ _____

Description of entertainment / act:

The engagement is based upon the information supplied by the Performer when the booking is agreed.

Any additional performance, date, rehearsal, soundcheck, appearance or other service must be separately agreed between the Venue and Performer.

2. Performance Requirements

The Performer agrees to provide the entertainment described above to a professional standard and for the duration agreed with the Venue.

The Performer will make reasonable efforts to ensure that:

- they arrive in sufficient time to prepare and complete any agreed soundcheck;
- their equipment is suitable and safe for use;
- their performance is appropriate for the agreed venue and event;
- they comply with reasonable instructions concerning health and safety, security and the operation of the premises;
- they notify the Venue as soon as reasonably possible of any circumstances that could affect their ability to perform.

Where the Performer is responsible for supplying musical instruments, microphones, amplifiers, controllers, laptops, stands, cables, lighting or other equipment, the Performer is responsible for ensuring that such equipment is suitable and safe.

The Venue will provide only those facilities and items of equipment expressly agreed with the Performer before the performance.

3. Soundcheck and Arrival

The Performer agrees to arrive at the Venue at the agreed arrival time.

Where a soundcheck is required, the Performer must cooperate reasonably with the Venue's sound engineer, technical staff or nominated representative.

The Performer must not deliberately delay the commencement of the event or performance through unreasonable delay in setting up or preparing equipment.

If the Performer expects to be late, they must contact the Venue as soon as reasonably practicable.

4. Cancellation by the Performer

Once a performance has been agreed, the Performer should treat the booking as a commitment.

If the Performer needs to cancel, they must notify the Venue as soon as possible.

Where cancellation is caused by:

- illness;
- accident;
- emergency;
- serious family circumstances;
- travel disruption outside the Performer's reasonable control; or
- another genuine circumstance beyond the Performer's reasonable control,

the Venue will consider the circumstances reasonably and, where appropriate, discuss rearranging the performance.

Where the Performer cancels without reasonable cause or without giving reasonable notice, the Venue may suffer financial loss through advertising, staffing, ticketing, customer expectations, replacement entertainment and other associated costs.

In such circumstances, the Venue reserves the right to seek recovery of **reasonable and evidenced direct costs** caused by the cancellation, subject to applicable law.

The Venue will not seek to impose an unreasonable or punitive charge simply because a Performer has cancelled.

5. Cancellation by the Venue

The Venue may cancel a performance where reasonably necessary.

Circumstances may include, but are not limited to:

- unforeseen closure of the premises;
- licensing requirements;
- health and safety concerns;
- serious operational difficulties;
- significant damage to the premises;
- emergency circumstances;
- events outside the Venue's reasonable control;
- serious misconduct by the Performer;
- a material breach of this agreement; or
- circumstances which make the performance impractical or unsafe.

Where the Venue cancels an agreed performance for reasons unrelated to any breach by the Performer, the parties will act reasonably.

If a cancellation fee or other cancellation arrangement has been specifically agreed in writing when the booking is made, that arrangement will apply.

Where no cancellation fee has been agreed, the Venue will consider reasonable and evidenced costs already incurred by the Performer specifically and directly for the cancelled engagement.

6. Performance Fee and Payment

The agreed performance fee is:

£ _____

Unless otherwise agreed in writing, the Performer must submit an invoice following the performance to:

admin@100percentklub.uk

Payment will normally be made by bank transfer following receipt of a valid invoice and confirmation that the agreed performance has been completed.

The Venue will not normally release payment until a properly completed invoice has been received.

7. Performer Invoice Requirements

The invoice should contain:

- Performer or act name;
- full legal name where different;
- address;
- invoice date;
- invoice number;
- performance date;
- description of the entertainment provided;
- agreed performance fee;
- total amount payable;

- bank name;
- full account-holder name;
- sort code;
- account number.

The invoice should be addressed to:

Transpiritdelights LTD
159 Moulsham Street
Chelmsford
CM2 0LD

VAT should only be charged where the Performer is appropriately VAT registered and legally required to charge it.

8. Tax and Performer Responsibilities

The Performer is responsible for their own tax and National Insurance obligations arising from their performance income, where applicable.

The Performer is responsible for making any necessary registrations, declarations or tax returns relating to their own business or income.

Nothing in this agreement transfers the Performer's personal tax obligations to Transpiritdelights LTD.

9. Professional Conduct

The Performer agrees to conduct themselves professionally while attending the Venue, including during:

- arrival;
- setup;
- soundcheck;
- the performance;
- breaks;
- interaction with customers;
- interaction with staff and other performers; and
- departure.

The Performer must treat customers, employees, contractors, volunteers, performers and members of the public with courtesy and respect.

The Venue does not expect every Performer to share the same personal opinions, beliefs, background or identity.

The requirement is that everyone attending the Venue is treated respectfully and safely.

10. Equal Opportunities

100%Klub is committed to providing an environment in which people are treated fairly and respectfully.

The Performer agrees to comply with the Venue's equal opportunities principles.

The Performer must not discriminate against, harass, intimidate or victimise another person because of a protected characteristic or other personal characteristic.

This includes, but is not limited to, matters relating to:

- race;
- colour;
- nationality;
- ethnic or national origin;
- sex;
- gender;
- gender reassignment;
- sexual orientation;
- disability;
- age;
- religion or belief;
- pregnancy or maternity; or
- marriage or civil partnership.

The requirement applies to conduct towards customers, staff, performers, contractors, volunteers and members of the public.

11. Language, Hate and Discriminatory Conduct

The Performer must not use the performance, announcements, interaction with customers or social media connected with the Venue to deliberately encourage hatred, hostility, harassment or violence towards an individual or group.

The Performer must not make discriminatory or threatening comments towards individuals or groups.

The Venue recognises that performers may use humour, satire, theatrical performance, artistic expression and adult entertainment as part of their act.

However, such material must remain within the law and must not create an unreasonable risk to the safety of customers, staff, performers or the Venue.

Where the Venue has a legitimate concern about material or conduct, the Venue may discuss the issue with the Performer and request reasonable changes where necessary to protect the operation of the Venue.

12. Alcohol and Drugs

The Performer must not attend or perform at the Venue while materially impaired by alcohol or drugs.

The Performer must not bring illegal drugs onto the Venue's premises.

The Venue reserves the right to prevent a Performer from performing where their condition creates a genuine safety, licensing or operational concern.

This does not prevent a Performer from consuming alcohol responsibly at the Venue where permitted and appropriate.

13. Confidentiality

The Performer may become aware of confidential information relating to the Venue or Transpiritdelights LTD.

Confidential information may include:

- customer information;

- staff information;
- private business information;
- financial information;
- sales information;
- security arrangements;
- passwords;
- access codes;
- internal procedures;
- supplier information;
- future business plans;
- private incidents;
- commercially sensitive information; and
- information which has clearly been provided on a confidential basis.

The Performer must not disclose or use confidential information for purposes unrelated to the performance without appropriate permission.

This obligation does not prevent disclosure:

- where required by law;
- to obtain professional or legal advice;
- to report a genuine concern to an appropriate authority; or
- where the information has already lawfully become public.

14. Data Protection

The Performer must handle personal information responsibly.

The Performer must not obtain, retain, publish or share customer or staff personal information unless there is a legitimate reason and appropriate permission or lawful basis.

In particular, the Performer must not publish photographs, videos, contact details or other identifiable information concerning customers or staff without appropriate permission where required.

The Performer must take reasonable care with any personal information obtained during the engagement.

15. Photography, Video and Social Media

The Venue may photograph or record performances and events for legitimate promotional, archival or social-media purposes, subject to applicable law and any specific written agreement with the Performer.

The Venue may use reasonable extracts of a performance for promoting the Venue, the Performer and future events.

Where a Performer has a specific concern about recording or promotional use, this should be discussed with the Venue before the performance.

The Performer may promote their own appearance at 100%Klub provided that such promotion is accurate and does not deliberately misrepresent the Venue, Transpiritedelights LTD or the nature of the event.

16. Social Media and Reputation

Both the Venue and the Performer recognise that their respective reputations are important.

Each party agrees to behave reasonably and responsibly when making public statements concerning the other.

Neither party should knowingly publish or encourage the publication of:

- false statements presented as fact;
- malicious allegations;
- deliberately misleading information;
- fabricated material;
- threats;
- harassment; or
- content intended to cause unjustified reputational damage.

This clause applies to social media, websites, reviews, public posts, interviews and other public communications.

Nothing in this clause prevents either party from:

- making a truthful statement;
- expressing a genuine opinion;
- raising a legitimate concern;
- reporting suspected unlawful conduct;
- seeking legal or professional advice;
- responding accurately to an allegation; or
- exercising any legal right.

The intention of this clause is **not to prevent legitimate criticism or silence genuine complaints**, but to protect both parties from deliberately false or malicious public statements.

17. Venue Equipment and Property

Where the Venue provides equipment or facilities for the Performer, the Performer must take reasonable care of them.

This includes, where applicable:

- sound equipment;
- speakers;
- microphones;
- mixing equipment;
- lighting;
- projectors;
- screens;
- stage equipment;
- furniture;
- electrical equipment;
- cables;
- stands;
- fixtures;
- fittings; and
- other Venue property.

The Performer must not deliberately misuse Venue equipment.

The Performer must immediately report any damage, loss, fault or malfunction which they become aware of.

18. Liability for Damage

Where Venue property is damaged because of the Performer's:

- negligence;
- deliberate act;
- misuse;
- reckless conduct; or
- failure to follow reasonable instructions,

the Performer may be responsible for the reasonable cost of repairing or replacing the damaged property.

The Venue will provide reasonable evidence of the damage and associated repair or replacement cost where a claim is made.

The Performer will not be responsible for:

- ordinary wear and tear;
- pre-existing damage;
- reasonable deterioration;
- equipment failure not caused by the Performer; or
- damage which the Performer did not cause.

The Venue will act reasonably when determining any amount claimed.

19. Performer's Own Equipment

Where the Performer supplies their own equipment, the Performer is responsible for ensuring that it is:

- suitable for the intended use;
- maintained in reasonable condition;
- electrically safe where applicable;
- operated safely;
- appropriately insured where necessary; and
- transported and stored responsibly.

The Performer should not connect equipment to the Venue's electrical or technical systems which by doing so would create an unreasonable safety risk.

The Venue may refuse the use of equipment which it reasonably considers unsafe or unsuitable.

20. Public Liability Insurance

The Performer is responsible for maintaining appropriate **public liability insurance** for their performance equipment where reasonably applicable.

The Venue may request evidence of valid insurance before or during the engagement.

Where the Performer operates as a band, collective, company or other group, the Performer is responsible for ensuring that appropriate insurance arrangements cover the relevant members and activities.

The existence of insurance does not remove the Performer's responsibility for their own negligence, unlawful acts or deliberate misconduct.

21. Copyright and Performance Material

The Performer is responsible for ensuring that any original material, recordings, images, videos, backing tracks or other material supplied by them can lawfully be used as part of their performance.

The Performer must not knowingly provide material which infringes another person's copyright, intellectual property rights or other legal rights.

Where the Performer uses their own recorded backing tracks or supplied media, they are responsible for ensuring that they have the necessary rights or permissions for that use.

The Venue will continue to comply with its own applicable music licensing arrangements.

22. Health and Safety

The Performer must comply with reasonable health and safety requirements at the Venue.

The Performer must not:

- obstruct emergency exits;
- interfere with fire-safety equipment;
- create unnecessary trip hazards;
- overload electrical supplies;
- use unsafe equipment;
- obstruct access routes; or
- create an unreasonable risk to customers, staff or other performers.

Any cables or equipment positioned in areas accessible to customers must be appropriately managed and secured.

The Performer must immediately report any serious safety concern to the Venue.

23. Interaction with Customers

Performers are encouraged to engage positively with customers where this forms part of their performance.

However, customers must not be subjected to unwanted physical contact, intimidation, harassment or inappropriate behaviour.

The Performer should respect reasonable boundaries when interacting with members of the public.

Any serious customer incident should be brought to the attention of Venue management.

24. Breach of Agreement

A serious breach of these terms may result in the Venue ending the performance engagement immediately.

Examples may include:

- serious misconduct;

- violence or threats;
- serious discriminatory conduct;
- serious harassment;
- deliberate damage to Venue property;
- serious licensing breaches;
- deliberate misuse of Venue equipment;
- serious intoxication affecting safety;
- deliberate disclosure of confidential information;
- serious unlawful behaviour; or
- conduct creating a serious and immediate risk to customers, staff, performers or the Venue.

Where appropriate, the Venue will seek to resolve less serious issues through discussion rather than immediately ending the engagement.

25. Termination During a Performance

If circumstances arise during a performance which create a serious safety, licensing or operational concern, the Venue may require the Performer to stop performing.

The Performer agrees to comply with a reasonable instruction to stop where continuing the performance could create a serious risk.

Where reasonably practicable, the Venue will explain the reason for the decision.

Any payment properly due for services already provided will remain payable, subject to any lawful deduction or liability properly established under this agreement.

26. No Waiver of Legal Rights

Nothing in this agreement is intended to remove or restrict any legal right or obligation which cannot lawfully be excluded.

Both parties agree to act reasonably and in good faith in relation to the performance engagement.

27. Changes to the Agreement

Any change to the agreed performance date, time, fee, performance requirements or other material term should be confirmed in writing.

Email, written electronic communication or a signed amendment may be used for this purpose.

28. Agreement

By signing below, both parties confirm that they have read and understood these terms and agree to the arrangements for the specific performance identified in this agreement.

Performer

Full legal name: _____

Performer / Act name: _____

Signature: _____

Date: ____ / ____ / ____

For Transpiritdelights LTD / 100%Klub

Name: _____

Position: _____

Signature: _____

Date: ____ / ____ / ____

PERFORMANCE / INVOICE RECORD

Date Performer / Act Performance / Event Time Agreed Fee Invoice No.

£

£

£

£

£

Invoice checklist

Invoice to:

Transpiritdelights LTD
159 Moulsham Street
Chelmsford
CM2 0LD

Send invoice to: admin@100percentklub.uk

The invoice should include:

- ☐ Performer/act name
- ☐ Full legal name
- ☐ Address
- ☐ Performance date
- ☐ Description of performance
- ☐ Agreed fee
- ☐ Deposit paid (when applicable)
- ☐ Total amount payable (minus deposit when applicable)
- ☐ Bank name
- ☐ Account holder name
- ☐ Sort code
- ☐ Account number
- ☐ Invoice number
- ☐ Invoice date