

# PERFORMANCE BOOKING

## TERMS & CONDITIONS

- **Acceptance of Terms**

This document may be accompanied with a signed Brief, Purchase Order or Cost Estimate.

For speed & simplicity, it is strongly advised that the Client sign & return the Stationery provided.

The Client may prefer to not to use the accompanying Stationery and use their own system on the provisions that all relevant items on the accompanying (above mentioned) form are addressed.

In this case the deposit of monies to the Artist to commence the Commission will indicate acceptance of these Terms & Conditions.

- **DILIGENCE**

Wayne Fleming will undertake to apply his skill and experience to provide the service and will use all diligence in completing the task according to the client's booking details, to arrive in good time, be well presented and conduct himself in a congenial manner at all times.

Monies paid are refundable in the unlikely event that the Artist needs to cancel the event due to circumstances beyond control.

- **WORK AREA**

### Position

Good performance are guaranteed if reasonable steps are made to accommodate the cartoonist with a good work area which usually only requires a maximum of 2 m<sup>2</sup> for individual Caricatures or 3m<sup>2</sup> for Group Poster Size Caricatures.

Such as >>>

\* Away from the elements,

\* Adequate lighting, (also see p2 Misc Expenses-Furniture & Lighting

\* Away from extremely loud audio equipment,

\* Away from potential interference / interruptions, such as human traffic, e.g. waiters etc.

If you are in doubt the Client needs to advise as preparations can be made to work around or mitigate any above (but not limited to) problems if I am notified early enough. Some may involve surcharge.

### Promotional Material

By booking this event, Wayne Fleming deems it as granted, the liberty to discretely display promotional material such as brochures, business cards and/or A4 tabletop signage.

If for any reason, the client may deem publicity material inappropriate, or may wish it be quite discrete, you may advise in writing to "politely decline" on the first page of the booking form, under 'Special Details'.

Typical circumstances are when working live for the Client's Trade Booths where the Client is naturally promoting their Product and would prefer not to have their own advertising material & space cluttered with any distractions.

If you are in doubt the Client needs to advise as preparations can be made to work around or mitigate any above (but not limited to) problems if I am notified early enough. Some may involve surcharge.

- **CO-OPERATION**

Optimum performance of 10 caricatures can be achieved if subjects are co-operative and interruptions are kept to a minimum. A guarantee of at least 7 subjects can be given, even if it may mean working overtime where delays are caused in circumstances beyond the client's or venue operators control.

- It is the Client's responsibility to ensure personally, or by delegation to other persons, that there are subjects willing to sit at all times to be drawn, usually by making announcements, or inviting guests to be drawn.

Generally speaking, no guarantees on numbers can be given if simple guidelines addressed in this form are not adhered to, in which instance a guarantee is given of the best performance possible under the circumstances..

Such examples are

- I. Failure of subjects to sit for a caricature,
- II. Subjects not being made aware that caricature sittings are available during general announcements
- III. Difficult subjects due to intoxication or poor behaviour.
- IV. The Client inadvertently or otherwise, arranging other activities, particularly at WEDDINGS, such as speeches or photoshoots which interfere (by absence) with the Artist's performance. If this may be the case the client may apply for "Standby" time rate. > see next page under 'Standby Time'.

### **PARKING AND ACCESS TO VENUE**

When a cost estimate or quote is given to an agent or client, it is implied that the performer is provided with exclusive, or unrestricted access to the venue.

It is the duty of the client to advise if this is not the case so the price can be adjusted accordingly even after the quote is given. (For more information see 'Miscellaneous Expenses – Parking next page.)

- **COPYRIGHT**

All artwork produced at this booked Performance remains copyright of the artist. The Artist licenses the client to reproduce these artworks for any non-commercial purpose only.

Any commercial reproduction must be with the written consent of the Artist for an agreed fee or royalty.

Wayne Fleming has very reasonable fees for commercial reproduction, subsequently, breach of permission will involve legal action.

For clarity, commercial reproduction implies (for example) Logos, mascots, any product or business promotion in or on any printed or digital media.. Non-Commercial implies (for example) invitations for any non-profit event or printing for any personal enjoyment.

- **PAYMENT (Further to Payment Terms on P2 of Booking Form)**

Upfront booking Payment is important to secure the date much the same way as a ticket to any performance.

(also see last Item *Cancellation*). Bearing this in mind, in special circumstances other arrangements are possible

## IF CLIENT NEEDS TO APPLY FOR A POST PAYMENT ACCOUNT >

(i) Wayne Fleming reserves the right to keep the date open to other clients, and award that performance time to another client, who may agree to pay for that same time in advance, or for other reasons, whether or not a reservation (by submitting this booking form) has been made by you, the first client. If this circumstance should arise, Wayne Fleming in honour of the reservation will still make reasonable effort to notify the client, to allow the best possible time frame for the client to book another performer.

(ii) and that date has not been awarded to a second client, Wayne Fleming reserves the right to cancel the reservation if circumstances change, but all effort would be made to notify the client as early as possible to give time to organise another performer.

(iii) special arrangement can sometimes be made for cash payment on the day of the event can be made but this must be arranged well before the event, normally when reserving the date, and must be paid in person before the performance begins, at the utmost discretion, normally in an envelope or away from the guests please.

(iv) he/she may make a special request for 50% deposit and the remainder closer to or on the day.

- **REFRESHMENTS**

Light refreshments are much appreciated. Where the client supplies meals breaks to Wayne Fleming, The artist to the best of his ability, and within the allocated timeframe that the event allows, will endeavour to add that equivalent time to the end of the performance time to give the client the best performance value.

- **MISCELLANEOUS EXPENSES:**

Cost estimates may not include a range of out of pocket expenses, if these expenses are not made apparent when determining the quote. Where these expenses by necessity are later incurred, they will appear as additional disbursements to the final account. These include (but are not limited to)

## **EXTRA TIME**

Customers are welcome to request extra time at \$200 ph at the event. Fees are due at the end of the performance unless booking through an agent, in which case you have an option to sign an 'Authorization for Extra Time' form. This is forwarded to the agent and a portion addition is added to the sum.

## **PARKING AND ACCESS TO VENUE**

**Important >** It is the duty of the client to provide unrestricted vehicular access to the venue and pedestrian access to the work area. It is however understood that in some circumstances this may be unknown, typically (but not limited to) CBDs, but may also be also difficult areas such as Large Events or Complexes, Obscure or Remote areas. Exceptions can be given in difficult cases providing all information is disclosed to the Performer to advise of possible difficulties, such as information on best or cheapest parking for restricted parking areas. Information can be disclosed verbally, written or even hand drawn diagrams.

Where parking costs are unknown or not given an average of (up to) \$20 per hour may be applied, (based on the possible maximum Brisbane CBD current rate in 2014), plus (up to) 2 hours to allow for arrival, setup & departure, depending on accessibility factors associated with the location.

Similarly, if exclusive access cannot be provided or guaranteed, free or otherwise, this booking implies that parking is of a close proximity to the venue, no greater than 250 metres.

If not, or cannot be guaranteed, the client must advise the agent or performer and a fee will apply as additional performance time based on the time for the performer to reach the venue from the remote parking site. If the client does not disclose that unrestricted parking and close access is provided, subsequent incurred fees may appear either as a late invoice which may include a) miscellaneous fees that may have accrued as a result of the undisclosed information, or b) lateness of arrival and start time which will still be billed at the Performance Rate.

For clarity, the term 'unrestricted' in this item is commonly termed (but not limited to) 'Free' parking, but also applies to easy proximity with at least 2.20 mt height, if undercover parking is the only option of close proximity.

If restricted access information is not disclosed the Performer will deem the Event as Exclusive Access, meaning Free, Priority and unhindered by Security or vehicle height restrictions.

## **COSTUME HIRE**

If a client requires a certain theme dress, the cost of hiring, pickup and drop off will apply. Wayne Fleming has a range of most common themes (e.g. French Artist) that are freely available, but unusual themes will need to be advised in determining a cost estimate/quote.

## **STANDBY TIMES --Special Discount Hourly rate >**

### Arrival Time

By default the cartoonist requires less than 15 minutes to setup the basic kit.

ARRIVAL time is different from the START time. The ARRIVAL time is determined as the closest vehicular proximity to the performance site, normally the closest car park ENTRY.

Generally a half hour grace is granted to ARRIVE at the venue for familiarisation with the work environment and to make any necessary adjustments that the client may have overlooked, (see Positioning above).

Where the Arrival Time requested exceeds a half hour, a discount of 50% the usual average performance fee of \$200 per hour pro rata will apply and similarly for >

### Other

Standby Times between performance brackets, e.g. at Conferences where attendees are only present in predetermined time brackets, or time during speeches or photoshoots particularly at WEDDINGS.

## **FURNITURE & LIGHTING (see operating format on page 1)**

Where the client requires the performer to operate with the table & chairs format (the recommended format for best performance), and the client cannot provide this basic furniture, Wayne Fleming can provide these & lighting (if required) for \$50 haulage & setup. Please advise if this will be the requirement. This is charged additionally as by nature most events have plenty of tables, chairs & lighting arrangement. If client requires to a roving format, no charge applies.

## CANCELLATION

### By the Client

Excepting circumstances beyond control such as Acts of God or Misadventure, 50% Cancellation fees may need to be applied for short notice (less than 24 hours) and/or Administration fees for any time up to the time of cancellation based on \$120 p/h office time especially where other bookings on the same date have been declined on account of this booking, for

### Vice Versa,

Wayne Fleming solemnly declares that should through circumstances beyond his control, a cancellation be necessary, that a full refund be issued promptly at the earliest convenience to the Client. Typically these are also due to Acts of God or Misadventure. So far, since working events since 1994 Wayne Fleming has never missed a performance.

## ADMINISTRATION

Outside of one Cost Estimate or Quote per request, extraneous administration may incur additional costs if due to reasons out of the Artist's control, but can be minimized by reasonable Client judgement and respect of a business operators time costs.

Typical examples may be (but not limited to)

### a) Commission Enquiries

Duplicate Quotes or Cost Estimates due to Client's indecision, Change of mind, Contractual disputes or misinterpretation.

### b) Payment

Incorrect payment details, returned cheques, incorrect Credit Card Details or Bank refusal of Credit Card processing, Invoice resending and Payment Reminders after the contracted account payment period usually stated on the Artist's invoice. Usual cost is \$5 per bounced transaction, but may be charged at the Studio Admin rate (see paragraph below)

### c) Research

Where any initial or subsequent Quote or Cost Estimate is deemed to require extensive Reference & Research time (see above), an average fee of 50% of the Studio time of \$150 per hour may apply. This particularly applies if travel is involved and Flight Plans & Accommodation need to be calculated.

### d) Official Clearances

Typical of Large Organisations, Time & Stationery Costs for

Safety Induction paperwork & printing costs, Extraneous Insurance requirements outside of the Public Liability Insurance provided by the Artist.

In all instances, best intentions to make the client aware of these miscellaneous fees may be given, however, due to the scope, complexity and variability of the detail of Client requirements, it may not always be stated and is strongly advised that the Client raise the question if in doubt, particularly for large Briefs.

Please contact with any questions

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