

The Musician's Answering Service Limited - Terms and Conditions (Fixer)

**Client** - denotes a client of ours who has registered for the Diary Service;

**Diary Service** - denotes the diary service operated by MAS for its Clients;

**MAS** - denotes The Musician's Answering Service Limited (Company No. 04654069) whose registered office is at 3<sup>rd</sup> Floor, Chancery House, Saint Nicholas Way, Sutton, Surrey SM1 1JB

**You** - denotes the Fixer to whom this agreement is directed, and you and yours shall be interpreted accordingly.

Musician's Answering Service (MAS) provides a booking service in accordance with the following terms and conditions.

By booking through MAS, you agree to be bound by these terms and conditions.

**1 Hours of Business**

MAS is open from 8am – midnight seven days a week, with the exception of Christmas and New Year holidays, along with any other exceptional closures, details of which will be included in the Newsletters and on the website of MAS.

**2 Recording telephone calls**

2.1 MAS reserves the right to monitor and/or record all business related telephone calls for improving customer service and staff training.

**3 Bookings**

3.1 Bookings can be made by telephone, fax, email, text and post. MAS will always confirm receipt of bookings sent by email and text. Only booking enquiries actually received by MAS will be passed on to its clients. MAS cannot accept liability for email, texts and faxes not being received unless receipt of such bookings has been confirmed by MAS.

3.2 MAS will take bookings on behalf of the Client, asked for by you, by name, in accordance with the instructions the Client has given MAS and their diary contents at that time.

- Accepting work – by default, unless specifically instructed otherwise by a Client, MAS is given the authority to accept work on behalf of its Clients. When a booking is accepted by MAS on behalf of a Client, it must be deemed by you that the Client has accepted the work. MAS will not reconfirm the booking back to you unless you specifically ask MAS to do so at the time of booking.
- Referrals –MAS will offer work to the Client over existing commitments only if MAS considers the work on offer to be of a higher standard or more lucrative than the work already in their diary, unless it is specifically requested that MAS refers all clashes. In this case MAS will always do so.
- Declining work –MAS will turn work down on behalf of its Clients if MAS deems it appropriate. In such cases the Client will be informed of this at the next available opportunity.
- Checking availability – if you call to check a Client's availability but do not wish to make a booking, MAS will inform the Client of the enquiry at the next available opportunity.

3.3 In the case of referrals, the booking will be confirmed or declined when the Client has informed you of his\her decision either direct or through MAS at his\her specific request. You will be deemed to have received such confirmation or rejection at the time the telephone call was made to you, and in the case of a fax or e-mail, at the time at which the message was sent to you.

3.4 Acceptance of work (either by the Client or through MAS) constitutes a verbal contract and it is therefore the Client's responsibility to ask to be released if they no longer wish to do the work. MAS cannot be held responsible for any Clients who, having accepted a booking, subsequently withdraw such acceptance.

3.5 It is deemed that any booking offered to a Client must remain on offer unless MAS is informed otherwise by you at the time of booking. Do not assume that if you have not received an answer from the Client that they are not available for the work.

3.6 If you wish to ask multiple players (either through MAS or elsewhere) for one position, you must inform MAS at the time of booking. If you subsequently wish to put out multiple calls you must give MAS reasonable opportunity to contact the Client to inform them of this before offering the work to other players. If you fail to do this and the Client subsequently accepts the work and is not required, you may be liable for any loss of earnings under the guidelines of the Musicians' Union

3.7 MAS does not automatically monitor the status of work offers, nor will MAS chase-up offers of work that the Client has not yet accepted, unless specifically requested by you to do so.

3.8 MAS will assume that all offers of work are definite bookings unless specified otherwise at the time of booking. If a player accepts such an offer of work that is subsequently cancelled, you are liable for the loss of earnings as set out by the Musicians' Union.

3.9 MAS shall communicate to the Client all the relevant logistical details regarding the event about which you have advised us of as soon as is reasonably possible. These details may include, for example, the name of the orchestra, dates, timings and details regarding the location of the concert, along with any dress requirements that you stipulate. If required, details may also include programme information and seating positions.

3.10 MAS may, at its discretion, request from you financial details such as the amount of the fee and the payment date of the fee. Where we request this information, it is done to provide what we regard as relevant logistical details, and should not be considered as establishing a contract with the Client. MAS does not enter into negotiation regarding fees. MAS will simply pass on the quoted fee offered by you.

3.11 In the event of you requesting an instrument rather than a named player for a date, MAS will undertake this under the following conditions:

- MAS will not refer this work over existing bookings.
- All such bookings are subject to confirmation by the Client.
- All such bookings are subject to confirmation by MAS.
- MAS does not guarantee that it will be able to find a player to meet your requirements.
- MAS will not accept any form of payment or commission for this service.
- MAS takes no responsibility for losses arising in relation to the quality, performance standards, attendance, punctuality, suitability of dress or behaviour, or any other standard of any Client at an event at which they have been booked to perform by you.

3.12 Although MAS strongly advises its Clients keep their diaries up to date MAS takes no responsibility for ensuring that they are or liability for any consequences resulting from such inaccuracies.

#### **4 Availability list**

5.1 The Availability list service of MAS is provided for guidance purposes only. MAS makes no guarantee that a Client who appears to be available on this list will in reality be available for bookings.

#### **5 Web CVs**

5.1 MAS clients' CVs are provided by the Client. MAS does not maintain or make alterations without instruction from its clients. MAS takes no responsibility for the accuracy of the information set out on its website, [www.maslink.co.uk](http://www.maslink.co.uk) nor accepts any liability arising from incorrect information relating to its Clients' CVs, qualifications or abilities.

#### **6 Data Protection**

##### **6.1 Diary details**

The contents of the Clients' diaries are confidential. MAS will not give out any information about the contents of a Client's diary to anyone other than the Client unless the Client has specifically requested we do so, or the caller is enquiring about whether a booking they have made is in that specific Client's diary.

##### **6.2 Contact information**

MAS will give out Clients' contact information to any caller who identifies themselves to MAS, unless the Client specifies otherwise. In such cases contact information will not be given out under any circumstances. MAS will take the details of the caller and contact the Client on their behalf.

##### **6.3 Privacy Policy**

You are referred to the Privacy Statement of MAS dated January 2012 which forms part of these Terms and Conditions.

#### **7 Your Obligations**

7.1 You shall pay all fees and any other payments due to a Client directly to the Client in a timely manner in accordance with best practice recommended by the Musicians' Union.

7.2 When making a booking, it will be assumed that you have guaranteed funds to pay the agreed fee to the Client. You must advise the Client in question should this not be the case and allow the Client to withdraw any acceptance of the booking he\she may have made.

### **8. Disclaimers and Liability**

8.1 You shall take all necessary steps within reason to mitigate any loss caused by any act or omission on our part. By way of example, in the event that we have double-booked a Client, you shall attempt to find and book a replacement musician to perform in his\her place.

8.2 Our total liability to you in respect of any booking shall be limited to the booking fee payable by you to the Client excluding any amounts due for travel or accommodation.