

LENTFEST

TERMS & CONDITIONS

(Please read carefully.)

In the following, the name "event organiser" is used to denote the person who takes responsibility for the event proposed in the event registration form (i.e. the person who signs the form). The names AGAP and/or Lentfest are used to denote the festival organisers. Any clarification of these Terms and Conditions may be pursued by contacting AGAP on 0141 554 1333 or info@agap.org.uk.

1. General Agreement when submitting an event to Lentfest:
 - 1.1. I understand that if I have completed the form on behalf of a performer or act, that I am authorised to act in this capacity and that the agreement made through this form is as valid as if the performer or act had completed it him/her/itself. I undertake responsibility for the accuracy of the information provided and for informing the performer or act of his/her/their responsibilities in relation to Lentfest or AGAP.
 - 1.2. I agree that the information I have supplied is honest and accurate at the time of completion and that I will inform the festival director of any changes to the above as quickly as possible. The information submitted in this form will form the basis of a contract.
 - 1.3. I understand that Lentfest or AGAP is not responsible for the organisation of my event and any aspects with which I require assistance must be made known to the festival director well in advance and in writing.
 - 1.4. I understand that any equipment belonging to AGAP which is used at events (such as sound/lighting equipment) is the property of AGAP and any breakage or damages must be paid for.
 - 1.5. I understand that this form, including and any publicity information required for the Lentfest programme, including images, must be submitted by the deadline of 14th November 2011 unless otherwise agreed with the Festival Director and failure to do so may result in exclusion from the programme. Forms may be submitted electronically to lentfest@agap.org.uk in Microsoft Word or PDF format but must be followed by a signed hard copy submitted by post to AGAP, St Michael's, 1350 Gallowgate, Glasgow G31 4DJ.
2. Event Content:
 - 2.1. I understand that events which are included in the Lentfest programme are at the discretion of AGAP, the festival director, and that no dispute will be entered into should an event be deemed unsuitable for any reason.
 - 2.2. I undertake full responsibility for the content of the event described above and believe that it is respectful of the Catholic/Christian ethos of Lentfest and that neither the content of the event nor the behaviour of participants is intended to provoke offense or insight hatred, bigotry or violence. (See also *Guidelines for Participating in Lentfest*.)
 - 2.3. I understand that Lentfest does not take responsibility for any of the following, in relation to individual events and that these areas remain the sole responsibility of the event organiser(s) and his/her organisation: health and safety; safeguarding or child protection; copyright; performing rights (unless covered by the Lentfest PRS for Music Licence); insurance of equipment and vehicles; transport.
3. Finance:
 - 3.1. I understand that Lentfest and AGAP are not required to fund events or activities in whole or in part which contribute to the Lentfest programme and that any predicted fees or outlay must be agreed in writing. AGAP will not normally hire participants for a set fee unless this has been agreed in advance. (See also *Guidelines for Participating in Lentfest*.)
 - 3.2. I understand that, unless otherwise agreed with the Festival Director a standard rate of 20% of all takings from ticket sales or door entry fees from the event will be deducted by AGAP to finance the festival publicity and performing rights licence. Where a venue is provided by Lentfest, a further 20% will be deducted to pay for the use of the venue. In some circumstances these rate may be negotiable with the festival director but must be discussed in advance of it taking place. Where more than one act/performer is performing at an event, the total takings from ticket sales or door entry fees will be divided equally amongst the participants after the deduction of the percentage required by Lentfest. In this respect any band, choir, group, ensemble, or other collective "act" will be treated as a single unit by Lentfest and paid accordingly. Any further division of the amount paid to that group is the responsibility of the named event organiser.
 - 3.3. I understand that Lentfest and AGAP do not take responsibility for deductions from monies collected and paid to performer(s)/event organiser(s) (such as tax or superannuation) and that these responsibilities remain with the performer(s)/event organiser(s) whether this refers to money paid from ticket sales revenue or agreed fees.
 - 3.4. I understand that those taking part in the festival are not considered to be "employed" by the Archdiocese of Glasgow or AGAP.

- 3.5. I undertake to account for the attendance figure at my event and, if money has not been collected by an AGAP representative at the event, I undertake to provide a breakdown of the income from ticket sales and door admissions and ensure that AGAP is paid the agreed percentage, by cheque made payable to "Archdiocese of Glasgow" and posted to AGAP, St Michael's, 1350 Gallowgate, Glasgow G31 4DJ not more than 2 weeks following the event. Upon issue of your contract you will be issued with a brief form to be completed honestly after the event and returned to AGAP along with any money owed to the festival organisers.
 - 3.6. I understand that fundraising/charity events will not be accepted for the festival programme if the charity's work is not supported by the Roman Catholic Church and no dispute will be entered into.
 - 3.7. I understand that any commercial sales (including, but not exclusively, CDs, books or other merchandise), requires the submission of a separate form "Commercial Sales at Lentfest" (available upon request from AGAP or via our website: www.agap.org.uk).
4. Venue usage:
 - 4.1. I understand that any venue which is not provided by Lentfest/AGAP for the event is not the responsibility of Lentfest/AGAP and any matters relating to the building and/or its usage are not the responsibility of Lentfest/AGAP but remain with the venue itself and the event organiser.
 - 4.2. I understand that the use of consecrated church buildings as venues requires that the venue be respected as a place of worship and agree to cooperate with the Parish Priest incumbent at such venues in regard to performance and rehearsal times and appropriate use of the space.
5. Publicity:
 - 5.1. I agree to provide a publicity image electronically (preferably) or in hard copy for my event which may be used to publicise it in the festival programme. Please send this to lentfest@agap.org.uk
 - 5.2. I agree that any additional publicity produced for the event (such as posters or programmes) must bear the Lentfest logo (which will be supplied electronically by the festival organisers upon request or is available for download from www.agap.org.uk).
 - 5.3. I understand that use of images (photographic/video/film) used in any event or in publicity materials relating to any event remain the sole responsibility of the event organiser and that Lentfest/AGAP is not responsible for any issues or disputes arising from their use, including matters of copyright.
 - 5.4. I understand that Lentfest has the right to make editorial changes to the event description contained in this form in relation to its publicity.
 - 5.5. I agree that Lentfest may make use of any images (photographic or video) recorded at festival events for publicity pertaining to Lentfest or AGAP, and agree to these images being recorded, distributed and shown in any form as part of AGAP's continuing work. I agree to make no financial claim against AGAP if an image or performance is used in any way to support the ongoing work of AGAP or Lentfest. If I do not wish to have images (photographic or video) to be used in this way, I must make this known in writing to the Festival Director stating clearly the reasons why this decision has been made.
6. Copyright and Performing Rights:
 - 6.1. I understand that Lentfest operates under a Festival Licence granted by PRS for Music and all events involving the use of live or recorded music which has not been created specifically for the event will require to be declared so that fees may be paid to those due royalties. The cost of this license is included in the 20% which Lentfest deducts from ticket sales (see section "About Income and Fees") but it is the responsibility of the event organiser to complete the appropriate declaration form and submit copies of any event programmes detailing the songs/music used.
 - 6.2. I understand that the production of plays or other texts requiring the permission of an author or appropriate performing rights, are the responsibility of the event organiser and not the responsibility of Lentfest/AGAP.
 - 6.3. I understand that the screening of any film at Lentfest may require the use of a specific license, particularly where the title of the film is being advertised. This remains the sole responsibility of the event organiser and not the responsibility of Lentfest/AGAP.