



Terms & Conditions

Thank you for choosing to book an event with Mame Khan! We are excited to deliver the highest quality and outstanding service to you. By placing a booking with Mame Khan, you agree to the following terms:

1. TECHNICAL RIDER, SOUND, TECHNICAL EQUIPMENT

- The Technical Rider is a legal part of the agreement. The Promoter/Client agrees to provide a first-class sound and lighting system, including all equipment and technical requirements exactly as defined in the Technical Rider, at no cost to the Artist.
- The Promoter/Client must schedule a sound check three hours before the Artist's performance, with a duration of at least two and a half hours. During the sound check, no public will be allowed, and all air conditioning systems must be turned on.
- The Promoter/Client is obligated to provide a qualified sound technician who is familiar with the sound system during both the sound check and performance.
- In the event of insufficient sound conditions or defective technical equipment that may harm the quality of the Artist's performance, the Artist has the right to refuse to perform. If the Artist is unable to perform due to insufficient sound conditions or defective technical equipment, the Artist is entitled to full compensation of the contracted fee. The Promoter/Client shall indemnify the Artist for any losses incurred due to early termination or cancellation. No advance notice is required from the Artist; the Artist has sole discretion on the spot.

2. FREEDOM OF ART, CREATION OF PERFORMANCE

- The creative arrangement of the performance is solely at the discretion of the Artist. The Artist is not subject to any instructions from the Promoter/Client or any third parties. While the Artist will inform the Promoter of the performance details in advance, if any guidelines have been shared with the Artist, he will do his best to follow them. However, the Artist reserves the full and sole authority to modify the event's programming according to his judgment, should any changes be required.
- The Artist is not responsible for obtaining or providing any performance licenses related to the event, including PPL licenses. The Promoter/Client assumes full responsibility for these matters and indemnifies the Artist from any third-party claims that may arise.
- No one is allowed to enter the stage or green room area without the permission of the Artist or their management.
- Unless otherwise agreed in writing, a standard concert duration is 90 minutes with no intermission.

3. EVENT ORGANISATION, DUTIES, TAXES, CHARGES

- The PROMOTER/CLIENT organizes the event under their own name, on their own account, and at their own expense.
- The PROMOTER/CLIENT is responsible for the payment of all necessary taxes, social security contributions, and other social obligations. If the ARTIST resides in a foreign country, the PROMOTER/CLIENT will cover all costs associated with any taxes applicable to foreigners.
- The ARTIST is subject to service tax, and all prices mentioned are exclusive of taxes. The final invoice will include the applicable tax amount.

4. SECURITY OF THE ARTIST, LIABILITIES

- The PROMOTER/CLIENT is responsible for providing security for the ARTIST's equipment and belongings, including technical equipment, records, clothing, and other materials. The PROMOTER/CLIENT is liable for any damages or losses from the time of the ARTIST's arrival at the event location, during soundcheck and performance, until departure. The PROMOTER/CLIENT must secure insurance coverage for any damage or loss of all equipment and materials brought by the ARTIST.
- The PROMOTER/CLIENT must ensure a trouble-free and undisturbed working environment for the ARTIST's performance by providing adequate security personnel. Only authorized individuals are permitted access to the stage and backstage areas. If the ARTIST's performance is disturbed, or there is a threat to the ARTIST, their equipment, or guests, the ARTIST has the right to terminate the performance.
- No person other than authorized team members is allowed on stage during the performance. The PROMOTER/CLIENT is also responsible for keeping the audience at a safe distance from the front of the stage. Only the manager is permitted to interact with the ARTIST during the concert. Any unauthorized presence on stage or backstage may result in the cancellation of the event.
- No pyrotechnics are allowed on or near the stage without prior written approval.

5. DISCRETION

- All parties agree to maintain confidentiality regarding the content and terms of this contract, particularly concerning the artist fee and booking fee. All parties must prevent access by unauthorized individuals or other parties to any information related to this contract.

6. TRAVEL EXPENSES, TRAVEL ORGANIZATION, TRANSPORT, ACCOMODATION, BACKSTAGE

- Details to be discussed individually. If travel or accommodation is booked by the PROMOTER/CLIENT, they assume full responsibility for professional handling. In the event of any loss, delay, or missed transport caused to the ARTIST or their team due to mismanagement, the PROMOTER/CLIENT will be fully liable to cover any resulting loss, damage, replacements, or necessary new bookings.
- If the travel or accommodation deviates from the hospitality rider or the agreed travel plan, the PROMOTER/CLIENT is responsible for covering all required changes to meet the pre-discussed terms and conditions. As a safe and convenient stay is crucial for a professional performance, the ARTIST reserves the right to cancel the concert if travel or accommodation is mismanaged or fails to meet the communicated standards.
- If travel is booked by the ARTIST or their manager, the PROMOTER/CLIENT indemnifies the ARTIST against any claims arising from delayed arrival or departure. While the ARTIST will plan travel responsibly, they are not liable for damages caused by unforeseen circumstances such as acts of God, bad weather, war, terrorism, strikes, cancellations, or delays in airline, train, or taxi services. Full payment remains due, regardless of whether the ARTIST is able to perform fully, partially, or not at all.
- If the ARTIST or any team member misses a flight or train due to a third party's fault, or if a flight is cancelled by the airline, any refund amount (if applicable) will be used to book a new ticket. Any additional costs, including upgraded fares or extra expenses, must be covered by the PROMOTER/CLIENT.

7. AUDIO-/VIDEO RECORDINGS

- Audio and video recordings or live streaming (e.g., radio, internet, TV, mobile) of the ARTIST's performance are strictly prohibited, both for commercial and private purposes.
- The PROMOTER/CLIENT is responsible for ensuring this prohibition and adherence to this agreement.
- Any exception requires prior written consent from the AGENCY.
- In the event of unauthorized recording or streaming, the PROMOTER/CLIENT indemnifies the MANAGEMENT and ARTIST from any third-party claims (e.g., rights violations).
- If the ARTIST agrees to such recordings, specific terms and conditions will apply, and all recordings must be made available to the ARTIST.

8. GUESTLIST

- The ARTIST is entitled to invite up to 6 guests free of charge.
- The guest list will be provided on the day of the event upon the ARTIST's arrival at the venue.
- If necessary, VIP/backstage passes will be handed out to the invited guests.

9. PROMOTION/SPONSORING

- The PROMOTER/CLIENT must ensure that the ARTIST's name and brand appear prominently on all promotional materials.
- The ARTIST's artwork must also be emphasized.
- All promotional material created by the PROMOTER must be approved in writing by the ARTIST MANAGEMENT and submitted in digital form before printing or release.

10. CANCELLATION AND ABANDONMENT OF THE EVENT

- If the ARTIST is unable to perform due to illness or reasons beyond the PROMOTER/CLIENT's control (e.g., acts of God, strikes, flight cancellations), the liability to perform or pay remains applicable.
 - Booking fees and travel expenses will not be refunded.
 - An alternate date can only be agreed upon in writing by both parties.
 - The ARTIST will make reasonable efforts to reschedule.
 - If new travel arrangements are required, the PROMOTER/CLIENT must cover the additional costs.
- If the event is canceled by the PROMOTER/CLIENT or for reasons within their control:
 - If canceled 90+ days before the event, 50% of the artist fee and 100% of travel expenses and booking fees are due.
 - If canceled within 90 days, 100% of the agreed payment is due.
 - Any agency fees or commissions paid by the ARTIST must be refunded within 7 working days.
- The ARTIST reserves the right to cancel the performance if:
 - They or their crew face danger.
 - The audience is endangered.
 - Proper technical or artistic conditions are not met.
 - The ARTIST or their crew are insulted or treated disrespectfully before or during the event.
 - In such cases, the ARTIST retains the right to full payment as per the contract.
- Lack of communication and confirmation:
 - If the PROMOTER/CLIENT fails to make advance payments or respond to communications, the ARTIST reserves the right to cancel the booking.
 - In such cases, any agreement becomes void, and advance expenses must be covered by the PROMOTER/CLIENT.
- If team members are unable to travel due to force majeure or illness:
 - The ARTIST is not liable for compensation.
 - The PROMOTER/CLIENT may collect refunds for unused travel or accommodations.

11. PAYMENT

- A 50% advance payment is required upon booking, with the remaining payment due after the soundcheck and prior to the performance.
- Morning shows require prior notice at booking and are subject to availability, with additional fees of 50% plus taxes.
- Advance payments are non-refundable under any circumstances.
- Only valid and legal payment modes are accepted.
- Delayed payments (14+ days post-event) incur an 18% interest on the outstanding amount. A proforma invoice is not legally binding.
- Once payment is received and a formal invoice issued, the performance contract becomes enforceable.

12. LICENSE

- The ARTIST is not responsible for obtaining any public performance or other event-related licenses. This responsibility lies solely with the PROMOTER/CLIENT.

13. TIMING

- Regular performance duration is 90 minutes. Delays exceeding 2 hours will incur a fee of Rs. 65,000 (excluding taxes) and may result in a shortened performance.
- Excessive delays may be treated as a date change, requiring full payment for two dates.
- If agreed timings are not respected, the ARTIST reserves the right to cancel the performance.
- The ARTIST may shorten the performance due to:
 - Unprofessional conditions (e.g., poor sound, ventilation).
 - Host or audience misbehaviour.
 - No intermissions are allowed. Interruptions count as performance time.

14. FINAL CLAUSE

- The validity, construction, and effect of this agreement, along with any extensions or modifications thereof, shall be governed by Indian law. Any disputes arising out of or in connection with this agreement shall be resolved by the courts in Mumbai, India.
- Any changes or additions to this agreement must be made in writing and with reasonable notice. This may include, but is not limited to, posting the amended terms and conditions on the website at: www.mamekhan.com/contact. The revised terms and conditions shall be binding upon you.
- If any part of this agreement is found to be void or is challenged, the remainder of the agreement will remain unaffected.

15. DIGITAL/ONLINE PERFORMANCES

- Full payment must be made before the live event or handover of pre-recorded content.
- Any content changes after streaming or recording will incur additional charges.
- The PROMOTER is responsible for providing technology and guidance for online performances.
- Interruptions due to poor internet or technical failures are not the ARTIST's responsibility.

16. COVID-19 SPECIAL TERMS

- If COVID-19 regulations are violated by the event organizer or guests, 100% payment is due, and the ARTIST may cancel the performance.
- Travel must follow the ARTIST's plan without changes.
- Mandatory COVID-19 tests must be coordinated and paid for by the client.
- If any of the previously agreed COVID-19 regulations are violated by event agents, guests, or the final client, 100% payment shall be due, and the ARTIST reserves the right to cancel the performance at any time.
- Travel Requirements:
 - All travel arrangements must strictly follow the ARTIST's travel plan. No changes are permitted.
- COVID-19 Tests:
 - If COVID-19 tests are mandatory for travel or venue entry, the cost and coordination must be handled entirely by the client.

17. RULES & REGULATIONS

- **Government Regulations:**
 - All governmental rules and regulations must be strictly followed.
 - Same-day arrival and next-day departure have been agreed upon. If quarantine or other special rules apply, the client must inform us in advance in writing. All associated costs and arrangements will be the client's responsibility.
- **Driver and Vehicle Requirements:**
 - Vehicles provided for the MKM team must be exclusive for the team and sanitized thoroughly.
 - Drivers must wear PPE kits, follow COVID-19 protocols, and avoid staying inside the vehicle during wait times.
 - Only cars from professional, approved transport providers will be accepted, and vehicles must include a plastic partition between driver and passenger seats.
- **Hotel and Room Requirements:**
 - Accommodation must be booked only at trusted and renowned hotel chains, subject to prior management approval.
 - Rooms must align with the hospitality rider and government regulations, be sanitized before occupancy, and provide exclusive room service (no buffet service).
- **Stage and Audience Requirements:**
 - Stage size, distancing, and floorplan layout must be maintained.
 - A minimum of 4 meters must be kept between the stage and the audience, divided by a barrier or rope.
 - A dedicated stage for music performance must be provided with a separate entry and no shared use.
 - Two security personnel in PPE kits must accompany the main artist at all times, including during the performance.
 - Once the soundcheck and show are underway, no staff are allowed on stage.
 - Only authorized sound personnel and the MKM engineer will operate at the sound console.
- **Sanitization Protocols:**
 - All stage and sound equipment must be sanitized in the presence of MKM management once the setup is complete. No further adjustments are allowed after sanitization.
- **Audience Interaction and Mask Policy:**
 - No interaction with the audience in the form of photos or selfies is allowed.
 - The audience size and venue capacity must be confirmed in advance, with no changes permitted.
 - All individuals interacting with the MKM team must wear a proper face mask. During the performance, only Mame Khan is allowed to perform without a mask.
- **Entry and Sound Protocols:**
 - Artists will enter the venue only at the immediate start time of the show, avoiding waiting in holding areas or green rooms.
 - Sound vendor details must be shared well in advance to coordinate sound checks.

18. CANCELLATION POLICY DURING PANDEMIC

- **Client Cancellation Prior to the Event:**
 - Unexpected reasons: 50% of the booking amount will be deducted as a processing fee. The remaining amount will be refunded.
 - Governmental restrictions: 25% of the booking amount will be deducted as a processing fee. The remaining amount will be refunded.
- **Cancellation from Artist's Side:**
 - The full booking amount will be refunded without any deductions.
- **GST Payments:**
 - GST payments are non-refundable and separate from the booking amount.
- **Event Safety:**
 - If the situation is deemed unsafe or health concerns arise from the artist's side, the artist reserves the right to cancel the event at any time with a 100% refund of the booking fee.
- **Disclaimer:**

We shall not be liable for any losses caused by the cancellation of travel, hotel bookings, stage setups, or other arrangements. The full and sole responsibility lies with the client/agent.