

Upon confirmation of a booking (in accordance with clause 2.1 below).

“Andrew Richardson (DJ Andy Richardson)” issues these terms & conditions in accordance with your booking.

The “Booking Confirmation” document, together with these “Terms & Conditions for form a “Contract” between the person or persons (hereafter called “The Client”). Who have booked the services of Andrew Richardson. Any booking WHETHER CONFIRMED, VERBALLY, ELECTRONICALLY, OR IN WRITING will be a legally binding contract subject to the following non-negotiable terms & conditions of booking:

1. Introduction.

1.1 The booking is between “The Client” and “Andrew Richardson (DJ Andy Richardson)”. All terms used in any advertising media, social media, or on the DJ Andy Richardson’s website shall apply in these terms & conditions.

2. Confirming the booking.

2.1 All bookings remain as provisional until the receipt of an "Initial Payment/Deposit"

2.2 The fact that the “Booking Confirmation” document does not require to be signed by “The Client” or “Andrew Richardson (DJ Andy Richardson)”, is not sufficient to invalidate a booking or the contract that if forms. The making of the Initial Payment/Deposit, & the Submitting of The Booking Form. Confirms the intention of “The Client” to secure the services of “Andrew Richardson (DJ Andy Richardson)” on the date & times specified in the Booking Form.

2.3 All attendances (date/times) will be based on the information submitted through the “Online Booking Form” only. It is the responsibility of “The Client” to check that all details are correct when submitting the Booking Form, also on receipt of the “Booking Confirmation” that follows.

2.4 “Andrew Richardson (DJ Andy Richardson)” will secularly store the “Booking Details, & Confirmation”. Copies of which will be readily available on request up until, & for a further period of eighteen months after an event. Clients Data will only be shared with other suppliers, when other services have been requested from such suppliers.

3. Payment of fees.

3.1 The “Initial Fee/Deposit” is non-refundable. Except in the case of a Force Majeure Event (as defined in section 14).

3.2 Any Interim payments made will be added to the “Booking Confirmation”, and an updated “Booking Confirmation” will be issued once the new payment has cleared. Showing the payments to-date, and the balance remaining. Also, additional services may be added by “The Client”, and an updated Confirmation issued.

3.3 Payment of the Final Balance is welcomed as Bank Transfer (BACS) or Cheque. However, the payment must be sent and/or funds cleared prior to the event date. Alternatively where agreed, payment may be Cash on the night. This must be paid once “Andrew Richardson (DJ Andy Richardson)” has set-up the equipment & is ready to commence the Disco.

3.4 If any fees which “The Client” has agreed, yet is due to pay prior to the Event Date, & has not been received by “Andrew Richardson (DJ Andy Richardson)”. Then “Andrew Richardson (DJ Andy Richardson)” reserves the right to terminate this Contract without penalty and the Client will forfeit any other fees paid previously, and remain liable for any cancellation still fees due. (see clause 4 below).

4. Cancellations by “The Client”. YOUR ATTENTION IS DRAWN SPECIFICALLY TO THIS).

4.1 “The Client” shall have the right to terminate this Contract only in the case of a “Force Majeure Event” (as defined in section 14) provided that “The Client” informs “Andrew Richardson (DJ Andy Richardson)” as soon as reasonably practicable on becoming aware of the “Force Majeure Event”.

4.2 1 Where a “The Client” has cancelled a booking that was not in accordance with clause 4.1. Then “Andrew Richardson (DJ Andy Richardson)” shall use all reasonable endeavours to try to secure an alternative booking on the booking date. If “Andrew Richardson (DJ Andy Richardson)” is successful for an equal, or higher fee. Then the client will not be liable to pay the balance.

4.3.1 If “The Client” does not cancel a Contract in accordance with clause 4.1 or for any reason other than a Force Majeure Event, and “Andrew Richardson (DJ Andy Richardson)” is unable to re-sell the date. The Client shall be liable to pay a cancellation fee, in addition to loss of the “Initial Fee”, calculated as follows:

CANCELLATION PERIOD & CANCELLATION FEE'S

Initial Payments/Deposits are not refundable.

If the Booking cancelled more than 91 days before the Event date ----- 0% of the final Balance is Due.

If the Booking cancelled 90 to 61 days before the Event date -----50% of the final Balance is Due.

If the Booking cancelled 60 to 31 days before the Event date -----75% of the final Balance is Due.

If the Booking cancelled 30 days or less before the Event date -----100% of the final Balance is Due.

4.3.2 Bookings made with less than 30 Days to the Booking Date require 50% of the entire fee as an "Initial Payment/Deposit" in order to secure the booking. Booking with less than 30 days do have 48-hour cooling off period from when the initial payment/deposit was made. Should the booking be cancelled within the 48-hour period. Then the initial payment/deposit will returned, less a 10% admin fee. If cancelled after the 48 hours, then the full fee is due. Other than a Force Majeure Event.

4.3.3 Bookings with no actual fee (charitable events, disco as a prize, etc) are still governed by these terms & Cancellation Fees. Such booking that are not chargeable to “The Client” will have a fee attached, but shown as a 100% discount. In the event of a cancellation that does not meet the terms of a Force Majeure Event, then a cancellation fee may be incurred.

4.4.1 All cancellation fees to be paid within 14 days of the Event Date. If after 14 days, payment is outstanding. Legal action will be incurred, along with any additional fees being added. Such surcharge together with all other charges and legal fees incurred will be the responsibility of “The Client”.

4.5 It is the responsibility of “The Client” to ensure their Venue’s staff will allow “Andrew Richardson (DJ Andy Richardson)” to perform on the booked date. Should a Venue’s staff implement restrictions that result in the disco performance not being taking place. The Client will also remain liable to pay the final balance.

5. Cancellation by the Artist

5.1 “Andrew Richardson (DJ Andy Richardson)” shall have the right to terminate this Contract only on the occurrence of a Force Majeure Event (as defined in section 14).

5.2 “Andrew Richardson (DJ Andy Richardson)” will inform “The Client” as soon as reasonably practicable on becoming aware of the Force Majeure Event. “Andrew Richardson (DJ Andy Richardson)” will make all reasonable attempts to find a suitable replacement. The replacement will be of a similar standard, style and cost. Should a suitable replacement not be acceptable by the client? The onus then lies with “The Client” to source their own replacement. “Andrew Richardson (DJ Andy Richardson)”. In this case, “Andrew Richardson (DJ Andy Richardson)” will only be liable to repay any fees that have already paid to him from “The Client”.

5.3 No refund shall be given to “The Client” against the Initial Fee/Deposit already paid, & no administration charge will be made to “Andrew Richardson (DJ Andy Richardson)”, if a replacement artist of similar value can be arranged. However, should a replacement charge a lower fee, then “The Client” will be refunded an amount pro rata to the difference in fees, & the replacement artist will be due their usual agreed fee.

5.4 In the event of an emergency. The Client” does have the right to reject any last-minute replacement. However, If “The Client” requires the replacement DJ to perform, then their full fee will be due. As per the original booking details.

5.5 In the event of a cancellation that is totally beyond the control of “Andrew Richardson (DJ Andy Richardson)”. Then at no point will any liability exceed the overall fees of “Andrew Richardson (DJ Andy Richardson)”.

6. Changes to the Event Date, Times, or Location.

6.1 Changes must be agreed between “The Client” & “Andrew Richardson (DJ Andy Richardson)”, prior to the start of any performance. If in the event of a change to the event date, then all fees transfer.

6.2 If “The Client” accepts that the overall fee may change if the Date, Times, or Location are altered by the client. Any changes must be agreed with “Andrew Richardson (DJ Andy Richardson)”. Also will be subject to these terms and conditions, once a new Booking Confirmation is issued.

6.3 If the new date is not available with The Artist. Then the terms laid out in section 5 will apply, as a booking Cancellation by “The Client”.

7. On the Day, Delays to Event schedules

7.1 If due to the late starting or the over running of formalities (i.e. Wedding Speeches). Or alterations to the Event schedule, which are no fault of “Andrew Richardson (DJ Andy Richardson)”. Resulting in “Andrew Richardson (DJ Andy Richardson)” not being able to start at the time shown on the “Booking Confirmation” there will be no reduction in the fee to “Andrew Richardson (DJ Andy Richardson)”.

7.2 “Andrew Richardson (DJ Andy Richardson)” has the right to refuse to finish later than the contracted finish time without penalty.

8. Extended performance fees.

8.1 Should “The Client” wish to extend the finish time on the day, & “Andrew Richardson (DJ Andy Richardson)” AGREES to perform for longer than the stated performance times. There is an additional “On The Day” charge of £40 per full or part hour. This payment is to be made before any additional time begins. Extended time must also be fully agreed with the Venue management before commencement. No refund will be made, should The Venue change their decision on the extension.

8.2 “Andrew Richardson (DJ Andy Richardson)” has the right to refuse to extend their performance times without penalty.

9. Photographs, Video & Sound recording of events

9.1 “Andrew Richardson (DJ Andy Richardson)” reserves the right to record some, or all of any event for future marketing. This may be in video, still image, or audio. It is responsibility of “The Client” to inform “Andrew Richardson (DJ Andy Richardson)” prior to the event, if they have reservations or objections to this. Also, if they do not wish the images to be used for future marketing by the artist (including Social Media).

10. Sound Levels, Lighting, & Effects.

10.1 “Andrew Richardson (DJ Andy Richardson)” will always endeavour to maintain volume levels, that are acceptable to the Venue management for each event. If this is not acceptable to “The Client”, then it will be the responsibility of “The Client” to liaise with the Venue management.

10.2.1 “Andrew Richardson (DJ Andy Richardson)” cannot be held responsible for a non-performance, due to a Venue’s sound limiter being set so low that it does not allow any form of amplified music. Or if only an extra low sound level is possible, due to the limiter.

10.2.2 It is the responsibility of “The Client” to inform the Artist if a sound limiter is fitted in the Venue, prior to the Event date. Also to what level the limiter is set.

10.3 “Strobe Effect Lighting” is often used. It is the responsibility of “The Client” to advise “Andrew Richardson (DJ Andy Richardson)” if the use of “Strobe” lighting is not to be used. Including “LED Strobe Effect”. “Andrew Richardson (DJ Andy Richardson)” can’t be held liable if he has not been informed.

10.4 “Haze”. Unlike the smoke machines of the past, Haze is simply a fine mist that enhances the lighting. If the Client has requested the use of Haze, “Andrew Richardson (DJ Andy Richardson)” can’t be held responsible if the venue refuses the use. “Andrew Richardson (DJ Andy Richardson)” will not be responsible for any action by 3rd parties, if “Haze” is used.

10.5 “Confetti & Confetti Cannons”. Only compressed air cannons are used/supplied by “Andrew Richardson (DJ Andy Richardson)”. It is the responsibility of “The Client” to ensure the Venue allows the use such Confetti and/or Confetti Cannons. Its worth noting that Confetti paper can stain clothing if it gets wet. “Andrew Richardson (DJ Andy Richardson)” at no point will not be held responsible for damage and /or cleaning caused by the Confetti cannon’s usage.

11. Behaviour of Clients & Clients Guests

11.1 “Andrew Richardson (DJ Andy Richardson)” takes a Zero Tolerance to any form of Threatening or Abusive Behaviour. Any such behaviour will result in an immediate short-term stoppage of the music. Should any person or persons behaviour continues in this manner? This will result in a complete termination of the engagement, without any form of a refund.

11.2 Any booking where there is not manned bar (ie. private residences with free drinks supplied). The client will ensure that at least one named, non-alcohol drinking adult will remain onsite.

11.3 If any of the equipment used by “Andrew Richardson (DJ Andy Richardson)” is damaged by an act or omission, or through being interfered with by “The Client”, or a guest of “The Client”. Then “The Client” will accept they will be charged for the full repair/replacement of any equipment damaged. “The Client”, or guest at the event are not insured to operate any of the equipment operated by Andrew Richardson (DJ Andy Richardson). Only if invited by, only when completely supervised by Andrew Richardson (DJ Andy Richardson). Will an exception be allowed.

11.4 Whilst Andrew Richardson (DJ Andy Richardson)” ensures his equipment, & work area is safe. He is at no time responsible for the welfare of guest’s children. On request to “The Client”, Andrew Richardson (DJ Andy Richardson)” will highlight problems if parents allow their children to interfere or damage equipment. also if parents allow children to constantly play the rear of the equipment/ performance area.

11.5 It is agreed by “The Client” that all equipment supplied by “Andrew Richardson (DJ Andy Richardson)” is not freely available for use by other performers or persons. On occasion “Andrew Richardson (DJ Andy Richardson)” may allow other artists to perform via his equipments, but only if “The Client” has advised Andrew Richardson (DJ Andy Richardson)” prior to the event.

12. Power Requirements.

12.1 Adequate mains electrical power will be required to operate. This is a minimum of a twin 13A (or single 16A) outlet, within 20meters of the area to be used by the Artist.

12.2 In the event of a power failure to the Venue. Andrew Richardson (DJ Andy Richardson)" will remain at the Venue for the duration of the performance period. Should power not be restored, Andrew Richardson (DJ Andy Richardson)"is not liable to refund any fee. .

12.3 If the Andrew Richardson (DJ Andy Richardson)" is to perform within a Marquee, Tipi, or temporary building. It is the responsibility of "the Client" to ensure that a clean mains supply of adequate wattage is provided. "The Client" must also inform Andrew Richardson (DJ Andy Richardson)" prior to the Event date if the if the power is supplied by generator.

13. Performance area.

13.1 It is the responsibility of "The Client" to ensure that the Venue, or the area within the Venue has adequate space to accommodate the equipment used by Andrew Richardson (DJ Andy Richardson)". Andrew Richardson (DJ Andy Richardson)" will not be held responsible if a smaller system has to be used due to lack of performing space. Its worth Noting. The absolute minimum required is a floor area of 3m by 1.5m, with a height of 2.0m

13.2 A "Risk Assessment" of the Venue & performance area will always be done on arrival by Andrew Richardson (DJ Andy Richardson)". If the Venue, or the allocated area within the Venue is deemed unsafe (either electrically or physically). No Equipment will be setup until a safe solution can be found. Andrew Richardson (DJ Andy Richardson)" will assist in helping to find a solution, however the liability remains the responsibility of "The Client" to resolve with the Venue staff.

14. Force Majeure Event.

14.1 A "Force Majeure Event" occurs where a party is unable to comply with its obligations under this Contract for a reason outside of its control (such as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God) and which is not attributable to act or failure to take preventive action by the Artist or Client. Andrew Richardson (DJ Andy Richardson)" Liability will never at any point extend beyond the initial cost of his services, or of any 3rd party service he has arranged .

15. Music.

15.1 Requests. Andrew Richardson (DJ Andy Richardson)" will happily accept requests on the night. However, Andrew Richardson (DJ Andy Richardson)" does reserve final "Artistic Licence".

15.2 Playlists. Andrew Richardson (DJ Andy Richardson)" agrees to work to a playlist that is provided before an event by "The Client". However, the music played at an event is a reflection on the person playing such music. In an extreme circumstance, where "The Client" provides a playlist that Andrew Richardson (DJ Andy Richardson)" deems as un-workable, and may have a detrimental effect on his reputation. Andrew Richardson (DJ Andy Richardson)" retains the right in this case to terminate the contract with "The Client". If a solution can't be found.

15.3 Wedding 1st Dances. Whilst Andrew Richardson (DJ Andy Richardson)" will always endeavour to source the chosen song title for a 1stDance. It does remain the responsibility of "The Client" to ensure they clearly state the chosen song, and specific version. In the event that the song title is not commercially available. Andrew Richardson (DJ Andy Richardson)" cannot be held responsible.

15.4 Songs containing explicit lyrics. Andrew Richardson (DJ Andy Richardson)" will always refuse to play songs that may cause offence to guests, venue staff, or members of the general public. Andrew Richardson (DJ Andy Richardson)" reserves the final decision on what is, or is not acceptable. Whilst Andrew Richardson (DJ Andy Richardson)" will endeavour to screen all music that is played. He will not be held responsible if a song is played that causes offence. Songs with the odd, infrequent swear word, these are the norm these days. They will be played if the age of the guests is deemed appropriate. It is the responsibility of "The Client", prior to the event if this is not acceptable.

16. Third Party Suppliers.

16.1 Where external services are booked through, or recommended by Andrew Richardson (DJ Andy Richardson)". At no point can the Andrew Richardson (DJ Andy Richardson)" be held accountable, or liable for actions by third party suppliers. Or situations outside of his control regarding quality, or reliability. However, he will on every occasion keep clients updated on any issues if they arise.

17. General.

17.1 The Contract may be executed in any number of counterparts each of which when executed and delivered is an original but all the counterparts together shall constitute the same document.

17.2 The parties agree that the contract is governed by English law and hereby submit to the exclusive jurisdiction of the courts of England and Wales.

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