

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 (DJ Andy 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** A booking is between “The Client” & “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 a booking.**

**2.1** All enquiries remain as provisional, until the receipt of an “Initial Payment/Deposit”, & a completed booking form.

**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 via 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.

**2.5** Clients Data will only be shared with other suppliers, when information about additional services have been requested by “The Client(s)”. Such as Photo Booths, LED Dancefloors.

### **3. Payment of fees.**

**3.1** The “Initial Fee/Deposit”. This payment will secure the services of “Andrew Richardson (DJ Andy Richardson)” for the particular date required. The “Initial Fee/Deposit” is non-refundable, except in the case of a Force Majeure Event (as defined in section 14). Should an event be cancelled or postponed due to a Force Majeure Event, a deposit will be transferred up to 365 days in the future from the original date, & on condition that the rescheduled date is available.

**3.2** Additional services. If “The Client” requests that any additional services are add to an original booking. This will be acknowledged with an updated “Booking Confirmation”

**3.3** Acknowledging Interim & final payments. Once an interim payment, or payment of the final balance is received & cleared, a updated “Booking Confirmation” will be issued. Identified by the its date of issue, & showing all payments.

**3.4 Making additional payments.** Payments accepted can be of either Bank Transfer (BACS) or Cash. Aproxamatly 4 weeks before the booking, "Andrew Richardson (DJ Andy Richardson)" make contact to discuss the booking details. At this point "The Client which they option they prefer for the final payment of the balance (unless previously paid). If "The Client) has opted for Bank Transfer, the full payment must be received no later than 5 working days prior to the event. If the payment has not been received, "Andrew Richardson (DJ Andy Richardson)" will notify "The Client". But "Andrew Richardson (DJ Andy Richardson)" does reserve the right **not** to travel to an event, if the final payment hasn't been received. If the "The Client" has requested to pay the balance by Cash on the night of the event. Then the full payment must be made prior to "Andrew Richardson (DJ Andy Richardson)" starting his performance.

**3.6** 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 & 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".**

**4.1** "The Client" shall have the right to terminate the booking 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)" in 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, except in the case of a Force Majeure Event.

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 till the event date. All booking made with less than 30 days until the actual date of the event, require the full in lieu of a deposit. The full fee (unless a cash on the night arrangement has been agreed) must be made when submitting the booking form. Also, a Booking with less than 30 days, do have 48-hour cooling off period from when the initial payment was made. Should the booking be cancelled within the 48-hour period. Then the payment will be returned, less a 10% admin fee. 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 & Conditions. Such bookings that are not chargeable to "The Client" will show a fee attached, but shown as having a 100% discount. In the event of a cancelation that does not meet the terms of a Force Majeure Event, then the discount may be removed, & the "The Client" being then liable for the full outstanding fee.

**4.4.1** All cancellation fees to be paid within 14 days of the Event Date. If after 14 days, payment is still 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.

**4.6** At no point will “Andrew Richardson (DJ Andy Richardson)” accept any liability extended by a venue for the control of guest’s behaviour at an event, nor will he sign any form of disclaimer presented by a venue in such matter. “Andrew Richardson (DJ Andy Richardson)” will never encourage guests to act in an unsafe way. For example. Dancing on objects like chairs & tables. “Andrew Richardson (DJ Andy Richardson)” will work with venue staff, in announcing requests like “No Drinks on the Dance Floor”, or in keeping doors/windows closed to contain the sound level. But at no point be liable beyond that, for the actions of guests at the event. It is worth asking the venues staff, if such a requirement is required at the point of booking. As should they later insist that a disclaimer following this line does require to be signed by “Andrew Richardson (DJ Andy Richardson)”, else he can’t perform. This will be classed as a cancellation by “The Client”, & fees shown in **4.3.1** applied.

## **5. Cancellation by the “Andrew Richardson (DJ Andy Richardson)”**

**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). “Andrew Richardson (DJ Andy Richardson)” will inform “The Client” as soon as reasonably practicable on becoming aware of the Force Majeure Event. This includes Corona Virus.

**5.2** Should “Andrew Richardson (DJ Andy Richardson)” be temporally or permanently incapacitated, then all reasonable attempts will be made to find a suitable replacement of a similar standard, style, & cost. Should the replacement not be acceptable by “The Client”? Then the onus lies with “The Client” to source their own replacement. “Andrew Richardson (DJ Andy Richardson)” will then 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 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 cancelation, due to “Andrew Richardson (DJ Andy Richardson)” being unable to perform for any reason that is out of his control. Then at no point will any liability exceed beyond the fee stated on the “Booking Confirmation”.

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

**6.1** All changes to an existing booking must be agreed between “The Client” & “Andrew Richardson (DJ Andy Richardson)”. Also, if “The Client” requests a change to the booking date. Then “Andrew Richardson (DJ Andy Richardson)” can’t be held accountable, if he is not available on the new date. This will then be classed as a cancellation by “The Client”, as laid out in section 4.

**6.2** Changes to venue. The original fee does take in consideration travel time to & from the venue, also the load-in & load-out time required. “The Client” accepts that there may be additional fees due to moving venue, especially if the travel or loading times are significantly increased. “Andrew Richardson (DJ Andy Richardson)” also reserves the right to perform at the alternative Venue.

## **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, etc). Or on the day alterations to the Event schedule made by "The Client" or Venue staff, which are of No fault of "Andrew Richardson (DJ Andy Richardson)". Resulting in "Andrew Richardson (DJ Andy Richardson)" not being able to start at the time scheduled, then "Andrew Richardson (DJ Andy Richardson)" is not at liberty to give any part refund of the fee paid.

**7.2** "Andrew Richardson (DJ Andy Richardson)" retains the right to refuse to finish later than the contracted finish time shown on the "Booking Confirmation" without any penalty, should the event start late.

## **8. Extended performance fees.**

**8.1** Should "The Client" wish to extend the finish time on the day. If "Andrew Richardson (DJ Andy Richardson)" AGREES to perform for longer than the stated performance times. There is an additional "On The Day" charge of £50 per full or part hour. This payment must be made before any additional time begins, & the amount of extended time must also be fully agreed with a member of the Venue management staff before commencement. Should The Venue management later change their decision on the extension being allowed. Then only full hours will be reimbursed. Also, "Andrew Richardson (DJ Andy Richardson)" retains the right to refuse to extend the performance times.

## **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). This includes any "Selfie Magic" images.

## **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 "Andrew Richardson (DJ Andy Richardson)" if a sound limiter is fitted in the Venue, prior to the Event date. Also, to what level the limiter is set (the venue staff will be able to advise).

**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 Canons”. Only handheld 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. It’s 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 continue 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 professionally manned bar, serving alcoholic beverages (i.e. private residences providing a free/self-serve bar). The client will ensure that at least one named, designated non-alcohol drinking adult will remain onsite throughout the duration of the booking.

**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(s) at any 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)” may an exception be allowed?

**11.4** Whilst “Andrew Richardson (DJ Andy Richardson)” ensures his equipment, & work area remains safe. He is at no time responsible for the welfare of guests or guest’s children that enter the performance area uninvited. On request to “The Client”, “Andrew Richardson (DJ Andy Richardson)” will highlight problems. Especially if parents do allow young children to wander into, attempt to play with, interfere with, or damage equipment. Also, if parents do allow children to constantly enter the area at the rear or general performance area. “Andrew Richardson (DJ Andy Richardson)” may temporarily suspend the music.

**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 equipment, 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 20 meters of the area to be used.

**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** The Performance area is classed as the area required by “Andrew Richardson (DJ Andy Richardson)” to setup & operate his equipment. This is usually the area to either side & direct behind front of the booth/front screen. This will include the footprint of (& around) any speaker & light stands.

**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. It’s 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, pandemic, 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) & which is not attributable to act or failure to take preventive action by the Artist or Client.

### **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)” will on occasion play from 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 to refuse to use said playlist. Also, in extreme circumstances terminate the contract with “The Client”, should a workable solution not be found.

**15.3** Wedding 1<sup>st</sup> Dances. Whilst “Andrew Richardson (DJ Andy Richardson)” will always endeavour to source the chosen song title for a 1stDance. However, it does remain the responsibility of “The Client” to ensure they clearly state the chosen song, & specific version. In the event that the song title is not commercially available, then “Andrew Richardson (DJ Andy Richardson)” cannot be held responsible. It remains “The Clients” responsibility to supply the recording before the event

**15.4** Songs containing explicit lyrics. “Andrew Richardson (DJ Andy Richardson)” will always try to find clean or radio edit versions of song titles. “Andrew Richardson (DJ Andy Richardson)” will refuse to play songs that will cause offence to guests, venue staff, or members of the general public. “Andrew Richardson (DJ Andy Richardson)” does reserve the final decision on what is, or is not deemed as acceptable. Whilst “Andrew Richardson (DJ Andy Richardson)” will endeavour to screen the music that is played, & can’t 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 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 such third-party suppliers. Or situations outside of his control regarding their quality, or reliability. However, he will endeavour to keep clients updated, should any issues arise.

**17. Selfie Magic.** The “Selfie Magic” is offered as a modern alternative to, on table disposable cameras. It is not offered or intended to replace a professional photographer. The “Selfie Magic” concept does rely on “The Client(s)” guests, sending images from their own phones & devices to the system. At no point can “Andrew Richardson (DJ Andy Richardson)” be held accountable, should guests choose not partake in its use. Or for the quality of the images that people submit. All images & messages are saved after the event & made available via a shared online cloud format (Google Drive). This will remain available for approximately 14 days. It is also worth noting that all images & messages are screened prior to being displayed. However, any that aren’t classed as suitable at the event will be still included in the upload.

## **18. General.**

**18.1** 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.

**18.2** 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.