

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” form a “Contract” between the person or persons (hereafter called “The Client”).

Who have booked the services of Andrew Richardson, who may also be referred to as “DJ Andy Richardson” or as “AR Events”.

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 disco booking is between “The Client” & “Andrew Richardson”. All terms used in any advertising media, social media, or on the DJ Andy Richardson’s website shall apply in these terms & conditions. A booking hereafter is referred to, as the “Event Date”, or “Event Dates” for multiple events contained within one “Booking Confirmation”.

## **2. Confirming a booking.**

**2.1.** All enquiries remain as provisional, until the receipt of both a " Deposit" & completed “Booking form”. Once, both a " Deposit" & completed a “Booking form” are received, a Disco Booking is then classed as confirmed, then a “Booking Confirmation” will be sent to “The Client’s” email address.

**2.2.** The fact that the “Booking Confirmation” document does not require to be signed by “The Client” or “Andrew Richardson” is not sufficient to invalidate a confirmed booking or the contract that it forms. The payment of the “Deposit”, & the Submitting of The Booking Form, confirms the intention of “The Client” to secure the services of “Andrew 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 to check the details contained “Booking Confirmation” are also correct.

**2.4.** If at a later date, “The Client” requests that any additional services are added to an original booking. This must be requested by email. Once agreed, an updated “Booking Confirmation” will be issued. This will show the addition, along with any additional fee.

**2.5.** “Andrew Richardson” will securely store any client data submitted via the “Booking Form”, & information contained within the “Booking Confirmation”. Copies of which will be readily available on request up until the “Event Date”, & for a further period of eighteen months after.

**2.6.** Clients Data will not be shared with other suppliers or venue staff. Unless “The Client” has requested information about additional services offered by 3<sup>rd</sup> parties. Such as Photo Booths, LED Dancefloors.

### 3. Payments.

**3.1.** Payment for the services of “Andrew Richardson” can be made by the following. A Bank Transfer (BACS), by Cheque, or by Cash. The only exception is the “Deposit”, where PayPal is accepted.

**3.2. Paying the Deposit.”** Payment of the “Deposit” secures the services of “Andrew Richardson”, this is in conjunction with a completed “Booking Form”. The preferred payment is via the PayPal link on the “DJ Andy Richardson” website, or by using the account details listed within the booking form. If requested, payment can be made by posting a cheque, or by arranging to pay by cash. The Booking Confirmation will state the method used by “The Client”, along with the payment date. The “Deposit” is a non-refundable payment, 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, the “Deposit” may be transferred to a future “Event Date”, as long as it’s within 365 days of the original “Event Date”. This however, is on the assumption that “Andrew Richardson is available on the new date.

**3.3. Payment Schedule’s & Interim Payments.** “Andrew Richardson is happy to arrange a payment plan with “The Client”, & they may make any number of Interim Payments prior to the “Event Date”. An updated Booking Confirmation will be issued each time a payment is received. The updated Confirmation will show the payment amount, payment method used, & the date each payment was received.

**3.4. Paying The Final Balance.** Accepted methods for Payment are Bank Transfer (BACS), Cheque, or Cash.

**3.4.1. Paying The Final Balance by Bank Transfer.** If the “The Client” requests bank transfer, then the full payment **must** be received prior to the “Event Date”. It is requested that the payment is made at least 5 working days prior to the event date, to allow for banking transactions to show. **Please Note.** Should payment still be outstanding on the actual “Event Date”, “Andrew Richardson” does retain the right **not** to travel to the venue. However, he will ensure “The Client” is aware of this by email & text.

**3.4.2. Paying The Final Balance by Cheque.** If the “The Client” requests to pay by Cheque. The full payment **must** be received prior to the “Event Date”, allowing time for the cheque to clear. It is requested that the payment is made at least 5 working days prior to the event date, to allow for banking transactions to show. **Please Note.** Should payment still be outstanding on the actual “Event Date”, “Andrew Richardson” does retain the right **not** to travel to the venue. However he will ensure “The Client” is aware of this by email & text.

**3.4.3. Paying The Final Balance by Cash.** If the “The Client” has requested to pay the balance by Cash. This must firstly be agreed by “Andrew Richardson”, & “Andrew Richardson” will confirm this in an email sent to the “The Client”. It is also requested that Cash payments are made in full prior to “Andrew Richardson” starting his performance on the “Event Date”. “Andrew Richardson” does retain the right **not** to start performing if payment hasn’t been completed.

**3.5. Payments after the “Event Date”.** This applies only to Corporate Bookings, or Bookings made directly with a Venues Event Team, etc. Where Payment is usually made after an “Event Date”, or after a block of “Event Dates”. Then it is requested that payment is made within 28 days.

**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”. Then “Andrew Richardson” does reserve 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, as laid out in 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” as soon as reasonably practicable on becoming aware of the “Force Majeure Event”.

**4.2.** Where a “The Client” has cancelled a booking that was not in accordance with clause 4.1. Then “Andrew Richardson” shall use all reasonable endeavours to try to secure an alternative booking on the booking date. If “Andrew 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” 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**

**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 with no actual fee, or a reduced fee (charitable events, disco service is given as a prize, etc). These bookings are still governed by these Terms & Conditions. Such bookings that are not chargeable to “The Client” will notice that they still show the actual fee on the “Booking Confirmation”. However, they will then have a discount attached to show the end fee. In the event of a cancellation 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 non-discounted outstanding fee.

**4.3.3.** All cancellation fees to be paid within 28 days of the Event Date. After 14 days, a reminder will be sent. Then after 28 days, if payment is still outstanding. “Andrew Richardson” may proceed with Legal action to recover the amount owing, this along with any additional fees being added for such action. Such surcharge together with all other charges and legal fees incurred will be the responsibility of “The Client”.

**4.4.** It is the responsibility of “The Client” to ensure their Venue’s staff will allow “Andrew Richardson” to perform on the “Event Date”. Should a Venue’s staff implement restrictions that stop “Andrew Richardson” providing a disco performance on an “Event Date”. Then Client will remain liable to pay the fee due as laid out in section 4.3.1.

**4.5.** At no point will “Andrew Richardson” accept any liability extended by a venue for the control of guest’s behaviour at any event, nor will he sign any form of disclaimer presented by a venue in relation to such matter. However, it is worth noting that “Andrew Richardson” will never encourage guests to act in an unsafe way. For example. Dancing on objects like chairs, tables, etc. The management of any guest acting in this manner will be at their own liability.

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

**5.1.** “Andrew 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” will inform “The Client” as soon as reasonably practicable on becoming aware of the Force Majeure Event. As was the case regarding the Corona Virus.

**5.2.** Should “Andrew 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” 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 Deposit already paid, & no administration charge will be made to “Andrew 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 delay, due to traffic etc. “Andrew Richardson will always monitor the route & always allows extra time to travel. Should he be caught in traffic outside his control, where possible he will keep “The Client” informed.

**5.6.** In the event of a cancelation, due to “Andrew Richardson” being unable to perform for any reason that is deemed out of his control. Then at no point will the liability of “Andrew Richardson” exceed beyond his fee as stated on the “Booking Confirmation”.

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

**6.1.** All changes to an existing “Booking Event” must be agreed between “The Client” & “Andrew Richardson”.

**6.1.1. Changes to the Date.** If “The Client” requests a change of date for “Booking Event”. Then “Andrew 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.

**6.1.2. Changes to Venue.** It is “The Clients” responsibility to inform “Andrew Richardson” as soon as possible if the venue used is to be changed. This does also include room changes within a venue, as additional equipment may be required due to room sizes. The original fee does take in consideration travel time to & from a venue, also the load-in & load-out time required. “The Client” accepts that there may be additional fees due when changing venue, especially if the travel or loading times are significantly increased. “Andrew Richardson” also reserves the right to not perform at the alternative Venue, where access is known to be extremely problematic, etc.

## **7. On the Day, Delays to Event schedules**

**7.1.** If due to the late starting or 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”. Resulting in “Andrew Richardson” not being able to start at the time scheduled, then “Andrew Richardson” is not at liberty to refund any part of the fee paid.

**7.2.** “Andrew 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. Only if “Andrew 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 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” 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” 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.** Anything in this section can be answered by you chosen venues staff.

**10.1. Sound Levels.** “Andrew Richardson” will always endeavour to maintain volume levels, that are acceptable to the Venue management for any event. If this is not acceptable to “The Client”, then it will be the responsibility of “The Client” to liaise with the Venue management. It is important to note, that “Andrew Richardson” will at no point sign any 3<sup>rd</sup> party agreement presented by venue staff regarding any sound level issues. **NOTE..** It is worth asking the venues event staff at the time of booking, if such a requirement is required prior to the “Event Date”. As “The Client” could find at a later date that such an agreement exists. Then the fact that “Andrew Richardson” will refuse to sign such an agreement, means the venues staff won’t allow “Andrew Richardsoin” to perform. This will then be classed as a cancellation by “The Client”, & fees shown in **4.3.1** will be applied.

**10.2. Sound Limiters.** 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). “Andrew Richardson” cannot be held responsible for a non or poor performance, due to a Venue’s sound limiter being set so low that it constantly cuts power. Or if only an extra low sound level is possible, due to the limiters setting.

**10.3. Venues Sound Systems.** It remains “The Clients” responsibility to inform “Andrew Richardson” if a venue insists that he must use the venues in-built sound system. “Andrew Richardson” does reserve the right to refuse to use any equipment that is deemed unsuitable or unsafe.

**10.4. Strobe Lighting.** “Andy Richardson” does not use traditional Strobe Lights, but does use lighting fixtures that can produce a “Strobe Effect”. It is the responsibility of “The Client” to advise “Andrew Richardson” if the use of “Strobe Effect” lighting is not to be used. “Andrew Richardson” can’t be held liable if he has not been informed.

**10.5. Haze.** Unlike the smoke machines, Haze is simply a fine mist that enhances the disco lighting. If the Client has requested the use of Haze, “Andrew Richardson” can’t be held responsible if the venue then refuses the use. Also, “Andrew Richardson” will not be responsible for any action by 3rd parties, if "Haze" has been agreed but causes problems with alarms, etc.

**10.6. Confetti & Confetti Canons.** Only handheld compressed air cannons are used/supplied by “Andrew 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, especially if it gets wet. “Andrew Richardson” at no point will not be held responsible for damage and /or cleaning caused by the Confetti cannon’s usage.

## **11. Performance area.**

**11.1.** The Performance area is classed as the area required by “Andrew Richardson” to setup & operate his equipment. This specifically is the area on which his Equipment Desk/Stand is situated, also the area directly behind the Equipment Desk/Stand, & to either side. This will include the footprint of (& around) any speaker & light stands being used. In the case of a stage, then the whole stage is classed as The Performance Area.

**11.2.** 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”. “Andrew 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

**13.3.** A “Risk Assessment” of the Venue & performance area will always be done on arrival by “Andrew 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” will assist in helping to find a solution; however, the liability remains the responsibility of “The Client” to resolve with the Venue staff.

## **12. Behaviour of Clients & Clients Guests**

**12.1.** “Andrew Richardson” takes a Zero Tolerance to any form of Threatening or Abusive Behaviour from “The Client”, their guests, or venue staff. Any such behaviour may result in an immediate short-term stoppage of the music. Should any person or persons behaviour continue in this manner, then “Andrew Richardson” may request that the individual be asked to permanently leave the event. “Andrew Richardson” will liaise with “The Client” & venue staff to resolve the issue. Should the person causing the issue not be removed. Then “Andrew Richardson” retains the right to terminate the Disco, without any form of a refund.

**12.2.** 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 there is at least one designated non-alcohol drinking adult, who “The Client” will introduce to “Andrew Richardson at the start. Also, that they will remain onsite throughout the duration of the booking. At any point in the evening, should this change. “Andrew Richardson” reserves the right to terminate the booking.

**12.3.** If any of the equipment used by “Andrew Richardson” is damaged by an act or omission, or through being interfered with by “The Client”, or a guest(s) of “The Client”. Then “The Client” will accept they will be charged for the full repair/replacement of any equipment damaged. It is also the responsibility of “The Client” to seek compensation from the individual who was actually responsible.

**12.4.** At no time is “The Client”, or guest(s) at any event are not insured to operate any of the equipment operated by “Andrew Richardson”, unless invited by, & only when completely supervised by “Andrew Richardson”.

**12.5.** Whilst “Andrew Richardson” ensures his equipment, & work area remains safe throughout. He is at no time responsible for the welfare of guests or guest’s children that enter The Performance area uninvited. If parents do allow young children to wander into, attempt to play with, interfere with, or damage equipment. “Andrew Richardson” will raise the problem with “The Client” to resolve. If parents continue to enter the area at the rear or general performance area. “Andrew Richardson” may temporarily suspend the music.

**12.6.** It is agreed by “The Client” that all equipment supplied by “Andrew Richardson” is not freely available for use by other performers or persons. On occasion “Andrew Richardson” does allow other artists to perform via his equipment, but only if “The Client” has advised Andrew Richardson”. Also, on condition that “Andrew Richardson” has spoken to the artist previously.

**12.7.** “Andrew Richardson” will assist the venues staff, by announcing requests like “No Drinks on the Dance Floor”, or in keeping doors/windows closed to contain the sound within the event room. But at no point will “Andrew Richardson” accept liability beyond that. Nor will “Andrew Richardson” sign any agreement or disclaimer presented by the venues event staff in relation to guests’ behaviour. **NOTE..** It is worth asking the venues event staff at the time of booking, if such a requirement is required prior to the “Event Date”. As “The Client” could find at a later date that such an agreement exists. Then the fact that “Andrew Richardson” will refuse to sign such an agreement, means the venues staff won’t allow “Andrew Richardson” to perform. This will then be classed as a cancellation by “The Client”, & fees shown in **4.3.1** will be applied.

**12.8.** “Andrew Richardson” will on arrival do an “Initial Risk Assessment”, & will continue to carry out an “Ongoing Risk Assessment” throughout the event. At any point, should “Andrew Richardson” think there is possible harm to any person at the event. “Andrew Richardson” may temporarily or permanently stop the performance.

### **13. Power Requirements.**

**13.1.** 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 for the Event Date.

**13.2.** In the event of a total power failure to the Venue, or part of a venue. “Andrew Richardson” will remain onsite for the duration of the performance period booked. Should power not be restored, then “Andrew Richardson” will not be liable to refund any of his fee.

**13.3.** If the “Andrew Richardson” is to perform within a Marquee, Tipi, or any other temporary building. It is the responsibility of “The Client” to ensure that a clean mains supply of adequate wattage is provided for use by “Andrew Richardson” in the area required for his equipment. “The Client” must also inform “Andrew Richardson” prior to the “Event Date” if the power is supplied by an onsite generator.

### **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.** Playlists. “Andrew 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 seen as a reflection on the person playing such music, not the person who initially compiled the playlist. Where “The Client” provides a playlist that “Andrew Richardson” deems as completely un-workable, & may have a detrimental effect on his reputation. “Andrew Richardson” retains the right to refuse to use said playlist. Also, in extreme circumstances where the “The Client” insists that a completely un-workable playlist must be adhered to. Then, “Andrew Richardson” has the right to refuse & even terminate the contract with “The Client”. And full fees will remain payable as in clause 4.

**15.2. Requests.** “Andrew Richardson” will happily accept requests on the night. However, “Andrew Richardson” does reserve final “Artistic Licence” whether to play them or not.

**15.3. Wedding 1<sup>st</sup> Dances.** Whilst “Andrew Richardson” will always endeavour to source the chosen song title for a 1<sup>st</sup> Dance. 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” cannot be held responsible. It remains “The Clients” responsibility to supply the recording before the Event Date.

**15.4. Songs containing explicit lyrics.** “Andrew Richardson” will always try to find clean or radio edit versions of song titles. “Andrew Richardson” will refuse to play songs that will directly cause offence to guests, venue staff, or members of the general public. “Andrew Richardson” does reserve the final decision on what is, or is not deemed as acceptable or not. Whilst “Andrew Richardson” will endeavour to screen the music that is played, he can’t be held responsible if a song is played that causes offence without his knowing. 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 Date to advise if this is not acceptable. “Andrew Richardson” does make a point not to play specific Football Team songs.

## **16. Third Party Suppliers.**

**16.1.** Where 3<sup>rd</sup> party suppliers are recommended by “Andrew Richardson”. At no point can the “Andrew Richardson” be held accountable or liable for the actions of third-party suppliers. Or situations outside of his control regarding their quality, or reliability. However, he will endeavour to keep recommended suppliers list updated, & advise “The Client” should he become aware of any issues.

**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 guests’ participation by sending images from their own phones & devices to the system. At no point can “Andrew Richardson” be held accountable, should guests choose not send images on the “Event Date”. 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 not all images & messages are screened on the Event Date. Any that aren’t classed as unsuitable are held from being displayed, but they will be still included in the final 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.