

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. 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** Definition of a Disco. This is where the services of “Andrew Richardson (DJ Andy Richardson)” have been booked to supply portable sound & lighting equipment.

**1.2** Definition of a DJ. This is where the services of “Andrew Richardson (DJ Andy Richardson)” have been booked to entertain guests attending an event using recorded music.

**1.3** 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”, & a **completed** booking form are received.

**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 it 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/venue) will be based on the information received via the “Online Booking Form”. It is the responsibility of “The Client” to check that all details are correct when submitting the Booking Form, also to again check on receipt of the “Booking Confirmation” that confirms the booking.

**2.4** “Andrew Richardson (DJ Andy Richardson)” will securely 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 contact Data will only be shared with other suppliers, when other services have been requested by the client in the booking form.

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

**3.1** Definition of the “Initial Fee/Deposit”. This is a payment to secure the services of Andrew Richardson (DJ Andy Richardson) for a particular date. 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 circumstances that are defined as a Force Majeure Event, then Deposits are returned or transferred to the rescheduled date (on condition that the rescheduled date is available). This is up to a maximum of 365 days from the original date of the event.

**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. This must be received & cleared prior to the event date, unless “The Client” has requested to make payment by cash. “Cash on the night” payments must be mutually agreed prior to the event, & paid at the start of the night.

**3.3** If the final payment not been received by the day of the booking (except, agreed cash on the night). "Andrew Richardson (DJ Andy Richardson)" does reserve the right not to travel to the venue on the day. "Andrew Richardson (DJ Andy Richardson)" also reserves the right to terminate the 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 & Postponement's by "The Client". YOUR ATTENTION IS DRAWN SPECIFICALLY TO THIS).**

**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/deposit", calculated as follows:

**CANCELLATION PERIOD & CANCELLATION FEE'S**

The Initial Payment/Deposit 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 be 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, or a reduced fee. (Charitable events, disco as a prize, etc) are still governed by these terms & Cancellation Fees. Such booking will still have a full fee attached. but discounted accordingly. In the event of a cancellation that does not meet the terms of a Force Majeure Event, then the full cancellation fee may be incurred.

**4.4.1** All cancellation fees to be paid within 14 days of the Event Date. If after a 14-day reminder, payment remains outstanding. Legal action will automatically begin, & any additional fees will be added to the outstanding fee. 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** Postponed Bookings. Booking that are postponed to a new date with 12 months of the original date retain the original fee, & Initial Fee/deposit transferred accordingly. If the new date is over the 12 months from the original date, then the fee will be increased to the current prices.

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

**5.2** Where “Andrew Richardson (DJ Andy Richardson)” is unable through other reasons, than a “Force Majeure Event”. He will make all reasonable attempts to find a suitable replacement, who is a similar standard, style and cost. Should a suitable replacement not be acceptable by the client? Then the onus lies with “The Client” to source their own replacement. In this case, “Andrew Richardson (DJ Andy Richardson)” will repay any fees that he’s already received from “The Client”. Please Note. At no point will the liability of Andrew Richardson (DJ Andy Richardson) extend beyond the original cost of his services quoted in the booking conformation.

**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 a last-minute emergency. The Client” does have the right to reject any replacement. However, if “The Client” is happy for the replacement DJ to perform. Then all fees transfer as per the original booking criteria to the replacement DJ.

**5.5** Should “Andrew Richardson (DJ Andy Richardson)” fail to attend a booking, through reasons that are totally beyond his control. Then at no point will any liability exceed beyond the actual quoted fee of “Andrew Richardson (DJ Andy Richardson)” for that specific event.

## **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 Conformation 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 Conformation” 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 later 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 or remorse.

## **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 (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 venue staff, then it will be the responsibility of “The Client” to liaise with the Venue management.

**10.2.1** On arrival at a venue. Should “Andrew Richardson (DJ Andy Richardson)” find that there is a sound limiter, & it is set to such a low level it effects or prevents the performance. He cannot be held responsible for a non-performance. Sound Limiters monitor the overall room level. This includes people cheering, clapping, singing, as well as the music. Should this peak, power to the equipment is cut for a short duration. Modern sound & lighting equipment does not respond well to this. & can be damaged if not turned off correctly. “Andrew Richardson (DJ Andy Richardson)” reserves the right to stop a performance, if the risk of equipment damage is likely.

**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 Canons”. 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. 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, & Venue Staff.**

**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** The services offered by “Andrew Richardson (DJ Andy Richardson)” are solely to entertain the people attending an event, & to supply equipment for such an event. While he will assist with roles like asking guests not to dance while holding drinks, dancing on furniture, etc. It is not his responsibility to officially police this. This remains the organisers or venues responsibility.

**11.3** Any booking where there is not professionally manned bar, serving alcoholic beverages (i.e. private residences or village halls, with a free/self-supply bar). The client will ensure that at least one named, designated non-alcohol drinking adult will remain onsite throughout the duration of the booking.

**11.4** 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?

**11.5** Whilst “Andrew Richardson (DJ Andy Richardson)” will ensure his performance area remains safe. “The Client” is reminded that guest’s children should not enter the performance/work area unsupervised. “Andrew Richardson (DJ Andy Richardson)” has the right to temporary stop proceedings, if parents repeatedly allow their children to enter the performance area, or interfere with equipment.

**11.6** It is agreed by “The Client” that all equipment supplied by “Andrew Richardson (DJ Andy Richardson)” is solely to be operated by “Andrew Richardson (DJ Andy Richardson)”. On occasion that other artists may perform via equipment supplied by “Andrew Richardson (DJ Andy Richardson)”. This is on the condition that both “The Client” & the artist(s) has previously advised & agreed with 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 power is supplied by generator.

## **13. Performance & Working Area(s).**

**13.1** The performance area is defined as the space used to accommodate the disco equipment, once set-up. The working area is defined as the space required to operate the equipment. **It’s worth Noting. The absolute minimum required, is a floor area of 3m by 1.5m, with a height of 2.5m.**

**13.2** 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 (DJ Andy Richardson)”. “Andrew Richardson (DJ Andy Richardson)” will not be held responsible on the day, if a smaller system has to be used due to lack of performing/working space.

**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/alternate 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 this 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) and which is not attributable to act or failure to take preventive action by the Artist or Client.

**14.2** "Andrew Richardson (DJ Andy Richardson)" Liability will never at any point extend beyond the initial cost of his own service, or that of any 3rd party service booked via "Andrew Richardson (DJ Andy Richardson)".

## **15. Music.**

**15.1 Requests.** Andrew Richardson (DJ Andy Richardson)" happily accepts requests on the night. However, Andrew Richardson (DJ Andy Richardson)" does reserve final "Artistic Licence" to play them or not.

**15.2 Playlists.** Andrew Richardson (DJ Andy Richardson)" accepts playlist that is provided prior to an event by "The Client". However, the music played at an event is seen as a reflection on the person playing such music. So, in an extreme circumstance, where "The Client" provides a playlist that Andrew Richardson (DJ Andy Richardson)" deems as completely un-workable, & may have a detrimental effect on the reputation of Andrew Richardson (DJ Andy Richardson)". He retains the right in this case to terminate the contract with "The Client". Unless an If a workable solution can't 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 a specific song version isn't commercially available. Andrew Richardson (DJ Andy Richardson)" will inform the "The Client(s)" in good time.

**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 of any third-party suppliers. Or situations outside of his control regarding changes in ownership, quality, or reliability. However, he will on every occasion keep clients updated on any instances that he becomes aware of.

## **17. All Day Events.**

**17.1** Where the services of "Andrew Richardson (DJ Andy Richardson)" have been booked for 8 or more hours in a single day. For example, where "Andrew Richardson (DJ Andy Richardson)" is providing daytime Wedding hosting alongside the evening entertainment. Some form of a meal is to be included as part of the booking conditions.

## **18. Selfie Magic.**

**18.1** Description. The “Selfie Magic” is offered as a modern alternative to the disposable cameras that are often placed on tables for guests to use. It is not offered as a replacement to a professional wedding photographer.

**18.2** Guests are invited to send images taken on their own devices to the “Selfie Magic” system. Also, messages in the form of post-it notes. Both Images & Messages are screened prior to being displayed. Any image or message that appears to be indecent, or deemed that they may cause offence won’t be displayed. However, all images are saved for the client. Andrew Richardson (DJ Andy Richardson)” can’t be accountable for the amount of participation by guests. However, he will promote its use during the event. Also provide full written instruction.

## **19. General.**

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

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

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