



BOOKING TERMS & CONDITIONS

- 1 This contract reflects the verbal or emailed agreement. It shall include any terms agreed prior to its issue. It shall be deemed unaccepted unless the signed booking contract and booking deposit is received by JAMES DANIEL ENTERTAINMENTS **within 2 working days** of the issuing date. No alterations may be made to this contract by client / contracted artiste's / crisis cover entertainers without prior approval consent from JAMES DANIEL ENTERTAINMENTS. Please Note: by completing and signing this booking contract you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full, of the booking terms.
- 2 Booking fee: you agree to our booking deposit which is payable in advance **within 2 working days** to secure entertainment. The booking deposit is deducted from the price quoted. The remaining fee is due **within 7 days** of the event.
- 3 Overtime Charge: Any extension to the agreed time scale will be charged in addition to the quoted fee which shall be payable with the balance of the fee 7 days prior to the event date, or if the request is made during the event, payment will be taken at the time of the request.
- 4 The Client shall have the right to cancel the booking by serving upon JAMES DANIEL ENTERTAINMENTS not less than 28 clear days notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God, Government Lockdown (where this prevents a venue or us as service provider from operating) or National Disaster, any advance booking fee will be forfeited.
 - 4.1 A cancellation fee of not less than 25% of the agreed fee will be due if the cancellation is less than 28 days but more than fourteen days before the performance.
 - 4.2 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance.
 - 4.3 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is the within seven days of the performance.
 - 4.4 The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.
- 5 In the unlikely event that JAMES DANIEL ENTERTAINMENTS is unable to attend personally due to accident or sudden illness, JAMES DANIEL ENTERTAINMENTS shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.
- 5.1 Force Majeure - JAMES DANIEL ENTERTAINMENTS will not be liable for failing to attend a booking, where the reason for nonattendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic incident, acts of terrorism, industrial action, government lockdown (where this prevents a venue or us as service provider from operating) or other unavoidable circumstances deemed beyond our control.
- 6 The client will appreciate that suitable time for venue access, safe installation and dismantling and safe removal of equipment from venue is required in addition to performance time. Therefore, the client and venue will allow suitable time for the installation and dismantling and removal of disco equipment as specified. Where appropriate, the client will also inform the venue, in advance, of artiste(s) requirements.
 - 7 The client will ensure that safe and adequate power is available for artiste's performance.
 - 8 The artiste agrees to provide proof of Public Liability Insurance and Portable appliance testing certificates where required by the venue.
 - 9 The artiste(s) and their assistant(s) will respond to the client's reasonable request(s) and conduct themselves in a professional manner throughout attendance at the venue.
 - 10 The artiste(s) will respond to the venue management's reasonable requests as to volume, siting of equipment and or any other reasonable request(s).
 - 11 The client agrees that compensation for any loss of or damage to performing artists(s) equipment, vehicle(s) or personal belongings caused by hirer's guests may be sought including any additional costs.
 - 12 The client agrees that the confirmed entertainment start and finish times as specified in the booking confirmation are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of JAMES DANIEL ENTERTAINMENTS and the management of the venue. See 3.0 for 'Overtime Charge'.
 - 13 JAMES DANIEL ENTERTAINMENTS will accept music lists and requests in advance of functions and will endeavour to play a reasonable number of the clients' chosen requests, provided such requests are submitted in writing before the event. The client also agrees that JAMES DANIEL ENTERTAINMENTS cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.
 - 14 JAMES DANIEL ENTERTAINMENTS will not be liable for any refund, in part or whole, where we are late accessing the venue and setting up purely because of earlier events overrunning, or where we are prevented from accessing, setting up or providing our professional services by the venue management.
 - 15 Where JAMES DANIEL ENTERTAINMENTS is engaged to work alongside a band, (or other entertainer) it is the client's responsibility to ensure that adequate space exists within the venue for both entertainers to set up their equipment and that separate power outlets exist. (See 7)
 - 16 Where the event is being held in a marquee, the client will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 10 metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow JAMES DANIEL ENTERTAINMENTS or contracted artiste(s) to commence entertainment outdoors under any circumstances. JAMES DANIEL ENTERTAINMENTS accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.
 - 17 JAMES DANIEL ENTERTAINMENTS may take photographs throughout the event for promotional & marketing purposes and these may appear on the company website or official social media feeds.