

Terms and Contract of Lee Jon Wedding Singer with effect from January 2008.

Privacy policy

We are committed to protecting your privacy and always act in full compliance with the current UK Data Protection Act.

We only collect information about you if you email or telephone us.

We only use this information to process your enquiry efficiently and provide the best possible service

We never:

- Ask for more information than necessary or store it for longer than necessary
- Disclose any of your personal details to any third party unless you have given us permission (Please note: we reserve the right to cooperate with law enforcement officials and have no legal liability for such disclosures)

We always:

- Protect all your personal data from access by unauthorized parties
- Provide you with full details of any data we store about you on request
- **Liability**
We exclude, to the fullest extent permitted by applicable laws, and save in respect of death or personal injury arising from our negligence, all liability of any claims, losses, demands or damages arising directly or indirectly out of, or in any way connected with, your use of, or inability to access, the Lee Jon Wedding Singer Company.
- Whilst we endeavor to ensure that the Lee Jon Wedding Singer Company is fully operational and error-free, we cannot guarantee this and therefore accept no responsibility for any defects and/or interruptions of the Music performed by Lee Jon Wedding Singer and shall be released from our obligations under this Disclaimer in the event of any cause beyond our reasonable control which renders the provision of the Lee Jon Wedding Singer Company.

Terms & Conditions

- DTI Regulations provide that every entertainment agency and business must publish its Terms of Business. It is a criminal offence to offer to supply entertainers without first making you aware of our current terms.
- Please read Lee Jon Wedding Singer Terms and Conditions thoroughly.

The Contract

The purpose of the written contract schedule is to confirm the details of the engagement, not to secure the engagement. Any agreed booking (whether by written, verbal or electronic means) will constitute a legally binding contract which incorporates the following non-negotiable terms and conditions of booking. By signing the contract schedule and booking form, both the 'hirer' and 'entertainer' agree to be bound by its contents. Non-completion or non-return of the contract does not therefore terminate the original agreement.

1. Definitions

All definitions refer to the content of the entertainment contract schedule and this terms and conditions document. An agreement was made on the date shown in 'the agreement' between 'the hirer' of the one part and 'Lee Jon Wedding Singer' of the other part, negotiated by Lee Jon Wedding Singer. The 'hirer' engages the 'entertainer' to provide the combination of musicians ('the singer and DJ') outlined in 'the performance', appearing as the act named in 'the performance' to perform for the event outlined in 'the event' on the date(s) specified in 'the performance' and at the fee(s) specified in 'the fees'.

2. Booking the Entertainer

Copies of the contract schedule will be sent to the 'hirer' by Lee Jon Wedding Singer once the booking has been confirmed and all relevant information has been received by both the 'hirer' and the 'entertainer'. The 'hirer' and the 'entertainer' both agree that their written, verbal or electronic confirmation of the booking will confirm their acceptance of these terms and conditions. A copy of the contract schedule must be signed by the 'hirer' and returned to 'Lee Jon Wedding Singer' along with the balance of the Package price (No later than two weeks prior to the 'event' date).

3. Cancellation or Variation of contract

This agreement may not be modified or cancelled except by mutual consent in writing and signed by both the 'hirer' and the 'entertainer'. Any such modification or cancellation shall not prejudice the right to payment of the musicians engaged by the entertainer. Any modifications made must be agreed upon in writing by 'Lee Jon Wedding Singer'. See clause 11.

4. Fees

The Booking form and non-refundable booking fee must be returned to 'Lee Jon Wedding Singer' within 7 days of issue to confirm the booking. Where the booking fee is being paid by cheque, this should be made payable to Lee Jon Wedding Singer. Unless otherwise agreed in writing by the 'Lee Jon Wedding Singer', the balance of the performance fee is payable three weeks prior to the event date by cheque or bacs to the 'entertainer' (Lee Jon Wedding Singer) (or other person nominated by the 'entertainer') prior to the performance on the day of the event. When the Contract schedule has been signed and received back you are legally obliged to fulfil the contract schedule and payment will be required no later than three weeks prior to the event.

5. Additional Expenses

Unless otherwise specified, the quote by the 'Lee Jon Wedding Singer' for the performance will include travel expenses, hire of P.A. system (if required) hire of lighting (if required) and interval music services (if required). If any additional expenses will be incurred (for instance taxis, food, rehearsal time, hotels, flights, parking etc.) these should be mutually agreed in writing before the date of performance and an amended total fee agreed.

6. Late payment - Booking Fee

The 'Lee Jon Wedding Singer' reserves the right to re-engage on other engagements where the booking fee has not been received within 7 days of issue of the written offer and an alternative payment schedule has not been agreed between the 'Lee Jon Wedding Singer' and the 'hirer.' In this event, the 'Lee Jon Wedding Singer' will inform the 'hirer' of this intention. The cancellation provisions in clause 11 of these terms and conditions will still apply.

7. Late payment - Balance

In the event of failure by the 'hirer' to pay 'Lee Jon Wedding Singer' (or nominated spokesperson for the 'entertainer' as aforementioned) the balance of the performance fee in the terms stipulated on the contract, a late payment administration fee of £50 will be charged to the 'hirer.' This is payable to 'Lee Jon Wedding Singer' within 21 days of the date of performance. Where the outstanding balance has not been paid within 14 days, recovery proceedings may be instigated via legal process or through a third party debt recovery company. The collection of fees due to the 'entertainer' is the responsibility of the 'entertainer'.

8. Contractual Alterations on the day

In the event of any unavoidable changes to the contract schedule on the day of the event, these should where possible be agreed between the 'hirer' and the 'entertainer' (or nominated spokesperson for the 'entertainer' as aforementioned) prior to the performance. Such changes will be subject to these terms and conditions and should be confirmed in writing before a third party witness. If the changes result in additional costs to the 'hirer' the additional costs must be paid in full to the 'entertainer' (or spokesperson for the 'entertainer' as aforementioned) on the day of the performance along with the balance. Full responsibility for collection of these further charges is accepted by the 'entertainer'. No liability for agreement reached between the 'hirer' and the 'entertainer' is accepted by the 'entertainer' unless written confirmation is provided by the 'entertainer'.

8.1 Schedule changes

if the start of a performance is delayed through the fault of the 'hirer' or venue, the performance length may need to be altered. Where the 'entertainer' is unable to perform for the full period of time stated in the contract, no reduction in the fee will be given. Where the delay is attributable to the 'hirer' or venue. There is no obligation on the entertainer to perform later than the finish time stated in the contract. Where delay has occurred, if the total length of the performance (being the duration of the performance as stated in the contract together with a minimum break of 30 minutes in length) would then result in a finish time which is 15 minutes beyond the contracted finish time, the 'entertainer' has the right to conclude the performance at the time stipulated in the contract. In the event of the 'entertainer' and the 'hirer' both agreeing to a finish time which is later than that stated in the contract a late finish fee will be charged (see section 8.2 below). Where the 'hirer' wishes to claim a reduction in the fee due to reflect changes to performance length caused through the fault of the 'entertainer', this should be mutually agreed between the 'hirer' and the 'entertainer' (or nominated spokesperson for the 'entertainer' as aforementioned) and confirmed in writing on the day of the event before a third party witness.

8.2 Fees - late finish

if the 'entertainer' (or nominated spokesperson for the 'entertainer' as aforementioned) is asked to finish later than the finish time stated in the contract, a 'late finish' fee of (£50.00 per half hour) will be charged. This is payable by the 'hirer' in cash on the day of the event unless otherwise agreed between the 'hirer' and the 'entertainer' (or nominated spokesperson for the 'entertainer' as aforementioned). If a late finish is mutually agreed, it is the responsibility of the 'hirer' to ensure that the venue has a suitable license in place to allow the performance to continue beyond the time stated in the contract.

8.3 Fees - extended performance

An 'extended performance fee' will apply if the 'entertainer' is requested by the 'hirer' on the day of the event to perform for longer than the performance time contained in the contract. An example would be a request by the 'hirer' that the 'entertainer' perform a 60 minute set rather than a 45 minute set, which the 'entertainer' (or nominated spokesperson for the 'entertainer' as aforementioned) agrees to. The applicable fee is (£50.00 per half hour) and this is payable by the 'hirer' in cash on the day of the event.

9. Requirements of the Entertainer

9.1 Power

The 'hirer' must ensure i) that a safe power source and sufficient power outlets (minimum 4 x 13 Amp sockets; 2 at either side of the staging area for non-acoustic acts) are provided and ii) that all local authority regulations are adhered to. The 'entertainer' should inform the 'hirer' in advance of any additional power requirements. We will NOT accept liability for any equipment directly or indirectly connected to ours that has not been PAT tested and does not comply with electrical safety regulations. We can have your equipment tested on your behalf but you (The Hirer) will be liable for all associated costs.

9.2 Equipment

The 'entertainer' accepts full responsibility for any damage, loss or injury caused to the 'hirer's' venue or guests / customers arising from their equipment or unprofessional behavior. The 'entertainer' must ensure that all equipment used meets the statutory health and safety requirements. The 'hirer' accepts full responsibility for any damage or injury caused to the 'entertainer', their musicians or their equipment through the fault of the venue or 'hirer's' guests / customers. The 'entertainer's' equipment and instruments may not be used by other performers or persons except by written permission of the 'entertainer' (or nominated spokesperson for 'the entertainer' as aforementioned). We will ensure that all of our equipment is fully PAT tested and complies with electrical regulations.

9.3 Changing and storage areas

The 'hirer' will ensure that a suitable room exists at the venue for the use of the 'entertainer' and their musicians to change in and store equipment during the performance.

9.6 Venue considerations

The 'hirer' will ensure that the performance venue i) is willing to accommodate the chosen live music performers and has suitable performance licenses in place and ii) will provide a safe performance area. The 'hirer' will disclose all relevant information 'entertainer' prior to booking confirmation. If upon arrival at the site/venue we are unhappy with any aspect of the venue or it is deemed to be unsafe then we reserve the right not to rig our equipment or perform any service, and you (The Hirer) will lose your booking deposit. You (The Hirer) may also incur travel expenses and be liable for the full fee for the Engagement.

10. Early set-up

Normal set-up times for the 'entertainer' is 90 minutes - for instance a 7pm arrival for the singer and DJ performing at 8.30pm. This time is required to enable equipment to be set up and sound-checked and to allow the 'entertainer' and other musicians time to change into appropriate dress. If the 'hirer' requires a longer period between arrival and performance, an additional early set-up fee of £25 will apply unless otherwise agreed. If the 'hirer's' request for an early set up time is not submitted until after completion of the contract, the 'entertainer' may be unable to agree to an early set up time. If early set up is agreed, the 'hirer' agrees to pay the aforementioned fee to the 'entertainer' (or nominated spokesperson for the 'entertainer' as aforementioned) unless otherwise agreed.

11. Cancellation

Cancellation of the contract by either the 'hirer' or the 'entertainer' must be intimated in writing. Please note the provisions of clause 3. Above (Cancellation or variation of the contract) which state that any changes to the contract must be mutually agreed in writing. The cancellation procedure applies to confirmation of bookings made by verbal and electronic means as well as written confirmation and non-signature of the contract is not sufficient to cancel this agreement. All booking fees are non-refundable. If the 'hirer' wishes to cancel the booking, the 'hirer' agrees to inform 'Lee Jon Wedding Singer' immediately. 'Lee Jon Wedding Singer' will attempt to re-engage for the date of the performance, but depending on the notice period given by the 'hirer' this may not be possible. The cancellation fee applicable will therefore be determined by the notice period given for cancellation, and the ability to re-engage the 'Lee Jon Wedding Singer' on the cancelled date. Please see below for details of cancellation fees. The cancellation fee required in order to release the 'hirer' from this contract must be mutually agreed between both the 'hirer' and negotiated by 'Lee Jon Wedding Singer'.

- **Cancellation by client:** Should the client cancel 16 weeks prior to the event no cancellation fee will occur, a 50% charge will apply for any cancellation within 16 weeks of the event, this increases to 75% if cancellation occurs within 12 weeks of the event, and 100% if cancellation occurs within 8 weeks of the event. All cancellations should be made in writing.

12. Use of alternative ('dep' or 'deputy') musicians

except in the case of unforeseen circumstances, the musicians advertised to the 'hirer' will perform along with the 'entertainer.' In unforeseen circumstances, it may be necessary to use alternative ('dep') musicians. The 'entertainer' reserves the right to use 'dep' musicians if the need arises. The use of 'dep' musicians does not constitute grounds for cancellation and the fee will not be reduced if such musicians are used.

13. Obligations as to performance

13.1 The 'entertainer' will provide a performance that is reflective of the 'entertainer's' promotional materials and/or audio/video samples. The 'entertainer' will be polite and courteous with the 'hirer', their guests and all venue staff and adhere to the 'hirer's' reasonable requests.

13.2 Unless otherwise stated in the contract schedule, the 'entertainer' will provide all equipment necessary for the performance. The 'entertainer's' will ensure the all such equipment used is in good working order and carries all necessary insurance and certification.

13.3 The 'entertainer' will not:- i) engage in the excessive consumption of alcohol before, during and after the performance and at all times when the 'hirer' or their guests are present ii) partake of any illegal drug on the day of the event, whilst at the event venue, or whilst in the presence of the 'hirer', their guests, venue staff or other associated suppliers or entertainers iii) smoke in restricted areas or park their vehicles in restricted areas at the performance venue iv) display any conduct deemed antisocial, illegal, nor reflecting badly upon themselves, 'Lee Jon Wedding Singer', or the 'hirer'.

13.4 Where reasonably requested to do so by the 'hirer', the 'entertainer' agrees to adjust the volume of any equipment.

13.5 At the time of agreeing to or signing this contract schedule, the 'entertainer' will not be under any contract to a third party which may prevent them from fulfilling the engagement.

13.6 Except with the express consent of the 'hirer' (or where the wearing of certain attire is deemed to be a necessary part of their act) the 'entertainer' will be suitably and tidily dressed during their performance.

14. 'Force Majeure'

On or before the date of the event, if a situation arises which renders the agreement impossible to fulfill (not attributable to any act or failure to take preventive action by the 'entertainer' or 'hirer'), the 'entertainer' or 'hirer' may cancel the performance without penalty other than loss of any booking fee already paid.

15. Complaints procedure

If a dispute or complaint from either party arises, this must be submitted to 'Lee Jon Wedding Singer' in writing within 30 days of the event. If the matter cannot be resolved, both parties should seek legal advice. Payment must not be withheld from the 'Lee Jon Wedding Singer' as late payment fees may be applicable under clause 7 of these terms and conditions.

16. Photography or Video Recordings

We reserve the right to photograph or take video recordings any event that we supply equipment or services to for our own publicity and Promotional purposes.