

David Williams Guitarist
Terms and Conditions

Interpretation

The defined terms used herein shall have the same meaning as per the Booking Form unless otherwise stated below:

Services: shall mean the performance of the songs at your event.

Equipment: shall mean equipment musical instruments, PA and IPOD.

You and Your: shall mean Customer One and Customer Two jointly and severally.

1. This agreement is made between David Williams (“the Performer”) and You.
2. In consideration of the Price, the Performer shall provide the Services.
3. **Deposit and Payment**
The Deposit is due within 7 days of booking in order to secure the Performer for the Event Date.
4. Failure to pay the Deposit in accordance with clause 3 will result in you losing your booking without liability to the Performer.
5. For the avoidance of doubt the Deposit is non-refundable.
6. The remainder of the Price shall be paid not later than 28 days before the Event Date.
7. Failure to pay the remainder of the Price in accordance with clause 6 will result in your booking being cancelled without the Performer being liable to provide the Services, return the Deposit or liable for any consequential losses you may suffer. You shall remain liable to pay the Price.

Performer’s Obligations

8. The Performer shall:
 - a. perform the Services with reasonable care and skill;
 - b. (when performing at a wedding reception / wedding breakfast) perform two 45 minute sets using songs from the Services Schedule at his discretion unless otherwise agreed in advance;
 - c. when performing during a wedding ceremony perform one song as you enter down the aisle, a maximum of 3 songs when you sign the register and one song when you exit down the aisle;
 - d. provide the Equipment to provide the Services;
 - e. not assign or sub-contract the Services without prior consent;
 - f. not provide the lighting, dance floor or decorations;
 - g. not use the Venue’s PA system without your consent, the Performer shall not accept responsibility or provide any warranty as to the adequacy of the Venue’s PA system;

Your Obligations

9. You shall ensure the Performer:
 - a. has adequate access to the Venue and its facilities in order to undertake the Services;
 - b. has an appropriate supply of electricity to provide the Services;
 - c. be provided with appropriate access to the Venue at a suitable time to set up on the Event Date;
 - d. Is provided with a suitable parking space at the Venue or (subject to agreement) provided with suitable temporary

arrangements with assistance provided by You on where the Performer can park within a reasonable distance of the Venue;

10. You shall:
 - a. Co-operate fully with the Performer to assist with the provision of the Services;
 - b. be liable for any damage caused to the Equipment by You and the event guests;
 - c. be liable for any consequential losses as a result of the Performer’s Equipment being damaged;
 - d. make suitable arrangements for the Performer to provide the Services outside e.g. providing a suitable structure to perform under. And you shall provide a suitable alternative location for the Performer to provide the Services in the event of adverse weather;
 - e. provide the Performer with any necessary information he may reasonably request in order to provide the Services without delay.
11. You shall not:
 - a. Assign, novate or otherwise transfer this agreement to anyone else;
 - b. Unreasonably delay in providing information that the Performer requires in order to carry out the Services;
 - c. Provide the Performer with false, misleading or inaccurate information. The Performer shall not accept liability for any loss, losses, damage etc occasioned by the provision of false, misleading, incorrect information.

Changes to the Services

12. Any changes requested to the Services shall be at the Performers discretion.

Event Guest Issues

13. In the event of your guest assaulting, whether verbally or physically, the Performer or damaging the Equipment, the Performer shall at his discretion terminate the Services without liability to refund the Price or any part thereof.

Data Protection

14. The Performer shall ensure your personal information and any financial information are stored in accordance with the GDPR and for no longer than is necessary.

Limitations and Limitation of Liability

15. The Performer shall not be liable to you for any loss of profit or consequential losses arising from a breach of this agreement.
16. The Performer shall not be liable to you for any fault, issues arising beyond his control e.g. electrical fault, faulty PA system provided by the Venue, damage to the audio equipment by a guest of your Event or an employee / agent of the Venue.
17. The Performer’s liability to you shall be limited to the Price.
18. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
19. Each party acknowledges that, in entering into this agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether

made innocently or negligently) that is not set out in this agreement.

20. In the event you ask the Performer to provide the Services outside, the Performer shall not be liable for any delay or failure to carry out the Services due to adverse weather. For the avoidance of doubt, it is Your responsibility to ensure adequate arrangements are put in place for the Performer to provide the Services outside.
21. Nothing in this agreement limits or excludes the liability of the Performer:
 - a. for death or personal injury resulting from negligence;
 - b. for any damage or liability incurred by You as a result of fraud or fraudulent misrepresentation by the Performer;
 - c. for any breach of contract by the Performer;
22. The Performer shall not be liable for any failure or delay in performance of any obligations under this agreement arising from or attributable to acts, events, omissions or accidents beyond its reasonable control (**Force Majeure Event**), including but not limited to fire, flood, war, terrorism, collapse of building structure, defects in the Venue etc.

Late Event

23. If due to the late running of or alterations to the event that is no fault of the Performer, the Performer is not able to provide their full Services / performance in the time allocated above, there will be no reduction in the Price.
24. If the event runs late and the Performer is asked and agrees to finish later than the Finish Time and the Performer does not agree an additional charge in advance, then the Performer shall charge £75.00 per half hour of additional performance time.
25. The Performer has the right to refuse to finish later than the Finish Time without penalty.

Cancellation

26. You may cancel this agreement at any time. However, you shall be liable for 50% of the Price for cancellations made more than 28 days before the Event Date and 100% of the Price for cancellations made 28 days or less before the Event Date.

General Terms

27. This agreement, the booking form and the Services schedule sets out the entire agreement between the parties. In the event of conflict between the aforesaid documents, this agreement takes precedent.
28. No variation of this agreement shall be valid unless agreed in writing and signed.
29. You are jointly and severally liable in respect of all obligations of this agreement.
30. Any outstanding monies / late payment shall be subject to interest at 8% above the base rate of the Bank of England.
31. The brand name David Williams Guitarist and all associated intellectual property remains the property of the Performer.
32. This agreement is governed by the laws of England and Wales. The parties agree that the courts of England and Wales have exclusive jurisdictions in respect of all disputes concerning this agreement.

33. A person who is not a party to this agreement shall not have any rights under or in connection with it.
34. Should the Performer have to take legal action of any kind against You for breach of contract and or to enforce the terms of this agreement, You shall pay the Performer's reasonably incurred legal fees and expenses.
35. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this agreement shall be valid only if it is communicated to the other party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of this agreement.
36. This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
37. If any provision of this agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the agreement and rendered ineffective as far as possible without modifying the remaining provisions of the agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the agreement.
38. Any notice sent in accordance with or arising out of this agreement shall (in respect of notice to the Performer) be sent to davidwilliamsguitarist@gmail.com in respect of You, to Your Address.
39. In the event of a dispute, you shall first, notify the Performer in writing within 14 days of the dispute / event arising and allow the Performer a reasonable period of time to investigate and respond before further actions (e.g. legal proceedings) are issued.