



# Terms and Conditions - DomPlaysSax

This document sets out the terms and conditions for bookings made through DomPlaysSax. Please read these terms carefully and contact DomPlaysSax if you have any queries.

ANY BOOKING WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING IS A LEGALLY BINDING CONTRACT.

ONCE INITIAL BOOKING FEE PAYMENT HAS BEEN MADE THROUGH CALENDLY AT DOMPLAYSSAX.COM, YOU HAVE ACCEPTED THE TERMS AND CONDITIONS SHOWN BELOW.

## **1 - DEFINITIONS**

1.1 - Artist: means DomPlaysSax whose registered office for services is 12 Alwin Court, Great Denham, Bedford, MK40 4SP, who is the Artist and manages his services. The Artist is a solo individual Artist/performer or a saxophonist, MC and DJ combination.

1.2 - Booking Contract: means the contract (DomPlaysSax Booking Form completed on Calendly between the Artist and the Client for the Artist to perform at a certain time, day and place).

1.3 - Booking Fee: means the amounts that are due and payable by a Client in exchange for the Artist's Engagement and set out within this contract.

1.4 - Client: means the person, organisation or company that wishes to hire the Artist via the Artist to perform at their Event, also referred to as “The Hirer”.

1.5 - Event: means the performance that the Artist is booked to perform.

## **2 - BOOKINGS**

2.1 - All bookings are subject to the Artist’s availability on the date requested. Once a booking has been confirmed between the Client and Artist via Calendly Booking Form where a booking fee payment is paid, both parties will be subject to a legally binding contract and DomPlaysSax Terms and Conditions.

2.2 - The booking has been confirmed between the Client and the Artist once they have paid a booking fee through Calendly booking form (integrated into domplaysax.com.)

2.3 - All bookings will be subject to DomPlaysSax Terms and Conditions.

2.4 - Details of the booking may be modified with agreement from all parties concerned. However, all alterations should be notified to the Artist who will continue to act as negotiator in advance of the Event. Confirmation of this will be shown on the digital calendar entry, completed once Calendly booking form is completed and paid for.

## **3 - PAYMENT OF BOOKING FEES**

3.1 - The Booking Fee is split into two payments: the ‘Initial Booking fee’ and the ‘Balance’. The Balance is the amount remaining payable after the booking fee has been paid.

3.2 - The booking is secured by paying the booking fee to the Artist. Payment of the booking fee is due immediately when completing the Calendly booking form at domplaysax.com.

3.3 - The Balance payment is due to the Artist and cleared funds in the amount of the balance due must be shown in the Artist’s bank account 28 days prior to the commencement of the Event.

3.4 - Where the booking is agreed within 28 days of the engagement 100% of the booking fee is payable at time of confirmation.

#### **4 - CANCELLATIONS**

4.1 - Cancellation by either party is not allowed except where both the Client and Artist mutually agree to cancel the booking.

4.2 - In the event of mutually agreed cancellation by the parties, instigated by the Artist, any booking fee paid to the Artist by the Client must be immediately returned to the Client.

4.3 - Both parties agree that in the event of a mutually agreed cancellation, instigated by the Client, the Artist must be informed immediately and that the full initial booking fee is non-refundable and will be retained by the Artist.

#### **5 - CLIENT CANCELLATIONS**

5.1 - If the Client terminates the contract for any reason the following cancellation fees will apply:

5.2 - Cancellation fee breakdown:

- More than 365 days before event: No Fee
- Less than 48 hours after confirmation (unless booking made within 28 days of event): No Fee
- More than 90 days before event: 50% of Full Fee
- More than 60 days before event: 75% of Full Fee
- 60 days or less before event: Full Fee

5.3 - The above cancellation fees are inclusive of the initial booking fee, which is non refundable.

5.4 - In the event of Client Cancellation, the Artist will attempt to find an alternative booking on that date.

## **6 - ARTIST CANCELLATION**

6.1 - The Artist is not permitted to cancel the booking except under extenuating circumstances, see Note 13 below. Should the Artist cancel the booking, the client does not have the right to take legal action.

6.2 - If the Artist does cancel for any reason, the Artist must repay the Client any payment within 7 days of cancellation.

6.3 - In the event of the Artist cancelling, the Artist will make every effort to find a suitable replacement musician at a similar cost. If this is successful and the Client agrees to the replacement musician, the Artist will transfer the initial booking fee already paid to the new booking and any additional initial booking fee (where the musician is of higher cost) will be payable to the Artist within 3 days of booking the new musician. The remaining Balance due would be to the value of the replacement musician's usual fee minus the initial booking fee already paid.

## **7 - RESPONSIBILITIES OF THE CLIENT**

7.1 - The Client must ensure that the performance venue is able to provide a safe source of power, a safe performance area, and that they can accommodate the performance of the Artist by possessing appropriate music and entertainment licences and no noise limiters lower than 90 decibels. For the avoidance of doubt if non-performance or a below par performance by the Artist is due to venue restrictions, the Client will still be liable for payment of the total booking fees.

7.2 - The Client should ensure these requirements are investigated prior to the

confirmation of any booking of the Artist and any relevant information disclosed to the Artist in advance of the event.

7.3 - It is also the responsibility of the Client to ensure that the Artist is provided with free parking facilities at the performance venue for all vehicles associated with the Artist's performance. Should no free parking be available the Client is liable for any parking charges incurred and payment will be made to the Artist on the day of the Event.

7.4 - It is also the Client's duty to ensure that the Artist is provided with adequate refreshments throughout their stay at the performance venue. The minimum requirement that must be made available to the Artist is a free unlimited supply of drinking water for the Artist and their party.

7.5 - The Client must also ensure that there is a safe, secure area for the Artist to store equipment and / or instrument cases.

7.6 - Unless given express permission, Artist equipment and instruments are not available for use by any other persons before, during or after the Event.

7.7 - If the Artist is subjected to aggressive or abusive behaviour and the Client does not remove the perpetrator the Artist shall be entitled to terminate their performance immediately without penalty. The Client will still be liable for the total booking fees.

7.8 - If the Artist is subjected to smoking or vaping within 10m of his performance, the Artist shall be entitled to stop his performance and ask the perpetrator to move away. Should the perpetrator not comply, the Artist shall be allowed to terminate their performance immediately without penalty. The Client will still be liable for the total booking fees.

## **8 - RESPONSIBILITIES OF THE ARTIST**

8.1 - The Artist will perform for the Client to the best of their ability at the Event.

8.2 - Unless specified by the Client, the Artist will provide the relevant equipment in order to carry out the performance at the Event.

8.3 - The Artist is responsible for the good working order and safety of their own equipment. All the Artist's equipment will be PAT tested regularly. In addition, the Artist shall have Public Liability Insurance. The Artist is fully responsible for these matters.

8.4 - The Artist shall not drink alcohol excessively before, during or after their performance at the Event. In addition, the Artist will not use illegal drugs on the day of the Event or at the venue itself in any capacity. The Artist should be aptly attired for their performance in line with agreements made with the Client prior to the Event, and they should remain courteous with the Client, guests and employees of the venue. The Artist will not act in any manner that is deemed damaging to the reputation of themselves, the Artist or the Client.

## **9 - COMPLAINTS**

9.1 - In the event of a dispute or complaint from either party, the issue must be put in writing and forwarded to the Artist within 28 days after the Event. The Artist will then mediate with the intention of reaching a satisfactory outcome. If the matter cannot be resolved, or an agreement reached, then the Client and Artist may seek legal advice.

## **10 - PERFORMANCE SCHEDULE CHANGES**

10.1- Where it is not possible to amend the Booking Form prior to the Event (e.g. on the day itself), changes should be agreed between the Artist and the Client in writing (email to suffice).

10.2 - If an Artist has been asked and agrees to perform later than the agreed finish time specified in the Booking Agreement a satisfactory additional surcharge may be agreed between both parties. The extra payment agreed should be paid to the Artist on the day of the Event.

10.3 - If the timings of the Event are overrunning due to no fault of the Artist, the Artist is

under no obligation to finish later than the time specified in the Booking Form and is still due the full booking payment.

10.4 - If an Artist has been asked and agrees to perform for longer than the time outlined in the Booking Agreement (i.e., extend a 45-minute performance to 60 minutes), a satisfactory additional surcharge may be agreed between both parties. The extra payment agreed should be paid to the Artist on the day of the Event. However, the Artist is under no obligation to extend their performance should they not wish to do so.

## **11 - USE OF ALTERNATIVE OR DEPUTY PERFORMERS**

11.1 - In exceptional circumstances Artist line-ups may be subject to change and this may occur without notice unless the Artist is of significant celebrity.

11.2 - The Artist will have the right to provide substitute performers to cover all eventualities and reserves the right to use one or more substitute performers should the need arise. The Artist warrants that any substitute performers utilised will have equivalent ability and represent the Artist to the customary manner in which the Artist has portrayed themselves to the Artist and the Client.

11.3 - The use of a substitute performer does not constitute grounds for any reduction or increase in the booking fee nor does it constitute grounds for cancellation unless the Artist being replaced is of significant celebrity.

## **12 - DATA PROTECTION**

12.1 - The Artist will keep details of financial transactions for 5 years and details of contracts, confirmations and/or letters of agreement for work negotiated for 1 year after the relevant engagement. Such records may be in written or electronic form.

12.2 - The Artist will be required to provide some of the personal information that the Artist / Client provides them to each party to this Agreement. Aside from this, the Artist will keep the personal information provided by the Client on file and will use it only as necessary in relation to this Agreement. The Artist will not otherwise divulge such

information to third parties without the Client's express consent except where required to make any such disclosure by law.

### **13 - FORCE MAJEURE**

13.1 - No party shall be liable for any failure to perform its obligations under this agreement where such failure is as a result of a Force Majeure such as "Acts of God" (including but not limited to; fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, or order of Government or Local Authority.

13.2 - Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance.

### **15 - MISCELLANEOUS PROVISIONS**

15.1 - Each party indemnifies the other party against any cost, (reasonable legal expenses), loss, damage or liability suffered as a consequence of any breach of its obligations under this Agreement or the enforcement of this Agreement.

15.2 - This Agreement can only be amended, supplemented, replaced or novated by another or supplementary agreement executed by the parties.

15.3 - The Artist shall be entitled to assign the benefit of this Agreement to any person/firm or company provided that the Artist shall remain primarily liable for their obligations. The Client may not assign or transfer this Agreement without written approval from the Artist.

15.4 - Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.



15.5 - The relationship of the parties to this agreement does not form a joint venture, partnership, employment, trust or agency.

15.6 - A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement, provided that this clause does not affect a right or remedy of a person which otherwise exists or is available.

15.7 - No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy.

15.8 - Each party must do anything reasonably necessary (including executing agreements and documents) to give full effect to this Agreement.

15.9 - If relevant, each party must pay its own legal expenses incurred in the negotiating and executing of this Agreement.

15.10 - If this Agreement is inconsistent with any other preceding document or agreement between the parties, this Agreement prevails to the extent of the inconsistency. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements in connection with the subject matter hereof.

15.11 - This Agreement may be executed by any number of counterparts. All counterparts together will be taken to constitute one instrument.

15.12 - Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

15.13 - This Agreement is governed by the laws of England & Wales. Each of the parties hereby submits to the exclusive jurisdiction of courts with jurisdiction in England.

## WEBSITE TERMS OF SERVICE

These Terms of Service govern your use of our website; by using our website, you accept these terms in full (see below). If you disagree with any part of these terms, do not use our website.

### 1. Terms

By accessing the website of DomPlaysSax you are agreeing to be bound by these terms of service, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trademark law.

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Further, DomPlaysSax does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its website or otherwise relating to such materials or on any sites linked to this site.

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#### 5. Accuracy of materials

The materials appearing on the website could include technical, typographical, or photographic errors. DomPlaysSax does not warrant that any of the materials on its website are accurate, complete or current. DomPlaysSax may make changes to the materials contained on its website at any time without notice.

#### 6. Links

DomPlaysSax has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by DomPlaysSax of the site. Use of any such linked website is at the user's own risk.

#### 7. Modifications

DomPlaysSax may revise these terms of service for its website at any time without notice. By using this website, you are agreeing to be bound by the then current version of these terms of service.

#### 8. Governing Law

This notice will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer shall be subject to the exclusive jurisdiction of the courts of England.

#### 9. Our Contact Details

The trading name of this company is DomPlaysSax. The registered address is 12 Alwin Court, Great Denham, Bedford, United Kingdom, MK40 4SP. To contact us, please email [info@domplaysax.com](mailto:info@domplaysax.com).