

PERFORMANCE CONTRACT

JANICE LACEY (FEMALE WEDDING SINGER)

5, Whirley Road, Macclesfield, Cheshire, SK10 3JW. Telephone: 07939 621434

<http://femaleweddingsinger.com> / info@femaleweddingsinger.com

Please read this Performance Contract carefully, as well as the Terms & Conditions before signing.

This is a contract between _____ (Client) and Janice Lacey – Female Wedding Singer (Artist) for wedding entertainment services.

Your Details			
Full Names:		Date of Contract:	
Address:		Event:	
E-mail:		Event Date:	
Mobile Tel:		Venue/s:	
Home Tel:			

Arrival Time:		Setup By Time:	
First Performance Time:		Finish Time:	

Wedding Entertainment Package Details		
	Agreed Total Fee:	

Payment Details Agreed			
Deposit Payment:		The deposit payment is payable immediately in order to secure the booking and will normally be 20% of the total contracted service fee or £150.00, whichever is the greater.	
Balance Payment:		Due:	The remaining cleared balance payment is due no later than 6 weeks prior to your wedding date.

Bookings will only be confirmed once the signed and dated contract has been returned by the Client, as well as cleared funds to the full value of the deposit.

All deposits paid are NON-REFUNDABLE, unless in the highly unlikely events outlined in section 4.2 of the Terms & Conditions.

Payment Methods				
BACS Bank Transfer (Preferred)	Account Name J C Watkins	Sort Code 20-80-33	Account Number 70595772	Please quote your wedding date as a reference number
Cheque	Please make cheques payable to J. Lacey			
PayPal	If you would like to pay online, please request a PayPal invoice to be sent.			

If you are happy with the above contract arrangements and the Terms & Conditions as part of this Performance Contract document, please sign and date below and return to the address indicated below.

Client Full Names (CAPITALS)	Signed	Date

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JANICE LACEY (FEMALE WEDDING SINGER) PERFORMANCE CONTRACT TERMS & CONDITIONS

Effective 1st July 2017

1.0 DEFINITIONS

All definitions refer to the content of the 'Performance Contract' schedule and the following Terms and Conditions document.

The agreement is made on the date shown in 'Performance Contract' between the 'Client' of the one part and 'Janice Lacey – Female Wedding Singer', hereinafter referred to as the 'Artist', of the other part.

The Client engages the Artist to provide entertainment services as outlined in the Performance Contract on the date specified, at the venue specified and at the fee(s) schedule specified.

2.0 GENERAL

The contents of the entire Terms & Conditions are subject to review and may change without notice.

These Terms & Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

The Client must ensure that they hold adequate insurance policies in respect of any engagement.

3.0 BOOKINGS

Before attempting to make a booking, please first confirm your wedding date availability and discuss your specific requirements with the Artist.

Once your wedding day entertainment requirements have been verbally agreed, a formal 'Performance Contract' setting out the details and arrangements of the booking will be sent to you in writing by e-mail.

3.1 Performance Contract

The 'Performance Contract' will outline the verbally agreed booking details and your specific requirements for your wedding day entertainment.

This document must be printed and read thoroughly, along with these Terms & Conditions, then signed and dated by you (the Client).

The original signed document must then be returned to the Artist by post to the address specified on the Performance Contract document, together with the agreed deposit amount within a maximum of 14 days.

Failure to return the fully completed Performance Contract and / or payment of the agreed deposit payment within 14 days may result in the date being lost to another Client.

3.2 Deposit

The deposit payment will normally be 20% of the total contracted service fee.

Payment of the deposit must be made by either enclosing a cheque when returning your completed Performance Contract, or by electronic bank transfer.

3.3 Booking Confirmation

IMPORTANT: Bookings will only be confirmed once the signed and dated contract has been returned by the Client, as well as cleared funds to the full value of the deposit being received.

All deposits paid are NON-REFUNDABLE, unless in the highly unlikely events outlined in section 4.2 of this document.

The Client and the Artist agree that their written, verbal or electronic confirmation of the booking will confirm their acceptance of these terms and conditions.

3.4 Moving Wedding Date

If for any reason the wedding date is moved **6 months or more** prior to the originally contracted date and the Artist is available on this revised date, there will be no charge and the Artist will re-arrange the booking at no extra cost. If the revised date is not available, then this will be considered a cancellation of the contract by the client – please refer to section 4.1 of these Terms & Conditions.

If for any reason the wedding date is moved **6 months or less** prior to the originally contracted date and the Artist is available on this revised date, there will be an additional charge of £250.00 payable to contribute to the potential loss of earnings relating to the cancelled date and the new date. If the revised date is not available, then this will be considered a cancellation of the contract by the client and a charge of 50% of the total service fee (minus the deposit paid) will apply – please refer to section 4.1 of these Terms & Conditions.

3.5 Balance Payment

The remaining cleared balance payment is due no later than **2 weeks** prior to your wedding date and must be made by either cheque or electronic bank transfer.

Payment of the final balance by cash or cheque payment on the day is strictly not acceptable.

4.0 CANCELLATION

4.1 Cancellation by the Client

Cancellation of the contract by the Client must be intimated in writing. If the Client wishes to cancel the services agreed in the Performance Contract, the Client agrees to inform the Artist immediately.

All booking / deposit fees are non-refundable.

The cancellation fee applicable will be determined by the notice period given for cancellation as follows:

- Should the Client cancel 26 weeks or greater prior to the event, no cancellation fee will be incurred.
- A 50% charge of the total service fee (minus the deposit paid) will apply for any cancellation within 26 to 6 weeks of the event.

- 100% charge of the total service fee (minus the deposit paid) will apply if cancellation occurs within 6 weeks or less of the event.

4.2 Cancellation by the Artist

In the highly unlikely event that the Artist is unable to fulfil the engagement due to circumstances beyond reasonable control, including but not limited to, 'Acts of God', adverse weather, civil unrest, industrial action or war, the Artist will not be liable for providing refunds of any kind.

Furthermore, the Artist will be entitled to terminate this contract without any liability (other than a full refund to the client), if for any reason(s) the Artist is unable to arrive at the venue and/or is unable to perform, outside the reasonable control of the Artist, including but not limited to the following incidents:

- Fire or theft of equipment / vehicle
- Illness or injury resulting in the Artist being unable or not fit to perform
- Breakdown of vehicle / accident
- Severe / unavoidable travel delays
- Other emergency

As the contracted supplier, the Artist will only be liable for a sum up to and not exceeding the contracted amount, in the unlikely event of a cancellation.

5.0 VENUE & SETUP

5.1 Permission & Licensing

The Client must ensure that the venue is willing to accommodate the chosen contracted services by the Artist and that the appropriate licenses are in place as required, specific to the contracted services and agreed performance times.

5.2 Setup Time & Access

The Artist will arrive at the venue at the agreed time, to set-up and sound-check the equipment.

It is important that the Artist is given direct access to the venue in which the performance is to be undertaken and that the distance to load the equipment into the venue is as short and direct as possible.

Once in the venue, the Artist will require a minimum of one hour with unrestricted access to set up and test the equipment, prior to the agreed start time and also a similar time allowance at the end of the night to set down.

5.3 Required Space

The Artist utilises high quality audio and lighting equipment relevant to the performance contract being undertaken.

For singing performances only, the Artist will require a space not less than 3 meters wide by 2 meters deep for equipment and to perform, with space available to position audio speakers to each side.

For full evening performances with DJ and lighting equipment, the Artist will require a space not less than 5 meters wide by 3 meters deep for equipment and to perform, with space available to position audio speakers to each side.

5.4 Power Supply

The Artist will require a minimum of 4 x 13amp wall sockets to ensure an adequate and safe power supply source for the sound and light equipment used during the performance.

5.5 Equipment Setup

Only the Artist or the dedicated sound and lighting technician may operate or move the equipment. The Artist cannot accept responsibility for damage to equipment, or injury to persons caused directly by third party intervention.

5.6 Sound Limiters & Volume

The adjustment of the volume and sound level of any equipment will be as the Client and or the Venue reasonably requires, should the Client and or the Venue request such an adjustment.

The Artist cannot guarantee the quality of the performance should the volume be reduced below the level of a normal reasonably acceptable volume for such a performance.

The Artist cannot be held responsible for non-performance or interrupted performance in circumstances where a sound limiter is set so low that live music performance is either severely hindered or not possible.

5.7 Changing Room

The Client will ensure that arrangements are made at the venue for a suitable changing room facility to be made available for the Artists sole, private and secure use.

6.0 PERFORMANCE

The Artist will provide a performance that is reflective of the Artist's promotional materials and / or audio / video samples and as discussed and agreed in the Performance Contract.

The Artist will be polite and courteous with the Client, their guests and all venue staff and adhere to the Client's reasonable requests.

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

Where reasonably requested to do so by the Client and / or the Venue Staff, the Artist agrees to adjust the volume of the sound equipment as required.

At the time of agreeing to or signing the Performance Contract schedule, the Artist will not be under any contract to a third party which may prevent them from fulfilling the engagement.

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

The Client agrees that if the Artist is threatened, abused verbally or physically by anyone present at any time before, during or after a performance, then the Artist will be entitled not to perform or cease performance immediately, without penalty. All Fees will remain payable by the Client.

The finish time of the performance will not exceed that stated in the Performance Contract under any circumstances.

If a late finish exceeding 12:00 midnight is mutually agreed and detailed in the Performance Contract, it is the responsibility of the Client to ensure that the venue has a suitable license in place to allow the performance to continue to the time stated in the Performance Contract.

7.0 LIABILITY

The Client is fully responsible for any damage to equipment used by the Artist, caused as a result of any person and / or guest at your event.

8.0 FORCE MAJEURE

In the event that the Artist is unable to fulfil the contracted obligation due to circumstances beyond their reasonable control (including, but not limited to, "Acts of God", adverse weather, civil unrest, industrial action or war) the Artist shall not be liable for refunds of any kind.

9.0 PHOTO / VIDEO

The Artist reserves the right to take photographs and / or video recordings during any part of the performance, for self-publicity and promotional purposes.