



### **Terms & Conditions**

Applicable to Emerald Entertainment, Emerald Thieves band and [WeddingVibe.uk](http://WeddingVibe.uk) bookings.

#### **1) Booking confirmation / Administration Fees**

- a. Any booking agreed between client and supplier, whether verbally, in writing, or by accepting a price quotation, forms a legally binding contract. Both client and supplier agree to honour the terms of the booking, and to complete payment of the agreed fees, in full. An administration of £100 may be included in the total price quote agreed with the client at the point booking.
- b. Cooling off period: Clients are entitled to change a reservation date, or cancel and receive a refund of administration fees, during a 14-day cooling-off period. The cooling-off period commences from the date the booking was agreed, as per section 1a above.
- c. Should a client cancel after a 14-day cooling-off period, any administration fees paid will be retained by the supplier.

#### **2) Postponement and Rescheduling**

- a. Should a client wish to amend a reserved date after the cooling off period: An additional £100 fee will be requested to process a new date. Another 14-day cool-off period will commence upon receipt of the new administration fee. Alternative dates are subject to supplier availability.
- b. Should a booking which is permitted to proceed become subject to government limitations or restrictions, it may then be rescheduled once free of charge. Further date changes for such permitted events will be at the client's discretion though, and will be treated as a new booking. An additional £100 administration fee will be requested to secure any subsequent date, as outlined in the clause above.
- c. Postponement: This must involve successfully negotiating and agreeing an alternative date with the band/supplier. All payments made prior to a postponement will be retained until the booking is fulfilled.
- d. Postponements resulting in cancellation: The Musicians Union advises the full gig fee must be paid in the event of any agreed booking being cancelled by the hirer.

#### **3) Balance Payment Information**

Balance payments (total booking fee agreed, less £100 admin fee) are requested via two advance instalments.

50% of the balance is required 90-days before the event, and the remaining 50% at 30-days.

Balance payments are to be settled by BACS or direct bank transfer.

Card payments can be accepted via PayPal with fees at the client's expense.

Balance payment invoices should be settled within 7-days of the date of issue.

Non-payment within 7-days could result in termination of the booking and short-notice cancellation charges being applied. Should this scenario occur please resolve as soon as possible in order to stand the best chance of retaining your band/supplier services.

#### **4) Cancellation by the band/supplier**

The band/supplier reserves the right to cancel a booking at any time, and in such instance agrees to refund balance payments made by the client within 14 days. Administration fees will be retained.

#### **5) Cancellation by the client**

a. On the advice of our Musicians Union, a client also reserves the right to cancel a booking at any time, and without reason. In such instance, by UK law, the hirer is still legally bound to pay the band/supplier the agreed booking fee, in full.

b. Cancellation requests must be submitted by the client, in writing, at their earliest convenience.

c. The supplier should be contacted to verbally confirm receipt of a written cancellation request (5 b).

d. Fees agreed between clients and band/supplier are non-negotiable, they form part of the legal contract agreed at the point of booking.

#### **5) Non payment of fees**

Non-payment will lead to the full outstanding fee, plus any legal costs incurred, being pursued through the necessary channels, with the assistance of the Musicians Union legal team.

The action of non-payment can result in a County Court Judgment (CCJ), statutory interest and debt recovery compensation.

#### **6) Cancellations imposed by Government Measures**

If cancellation occurs as a result of a government lockdown, or similar measures which do not permit an event to proceed in any shape or form, the supplier agrees to refund any balance payments made.

This refund guarantee excludes booking administration fees, which are deemed a legitimate expense.