

Terms and Conditions

The following are the terms and conditions under which Soundsmiths Promotions Ltd (“We”, “Us”, “Our”) contract Dream Day Music performances and/or provision of hired equipment for weddings and events.

1. Equipment

- a) It is the responsibility of the Client to ensure a safe electrical supply where electric instruments and/or equipment are to be used.
- b) Instruments and equipment supplied are for the sole use of the musician(s) unless agreed in writing prior to the event.
- c) The Client accepts responsibility for damage to or theft of instruments or equipment while in use or storage within the venue grounds on the day of the event excluding only
 - i. during loading, unloading, movement, set up and packing down by the musician(s), except where damage occurs during these times as a result of the actions of any member of public attending the event, a staff member or other supplier of the event; and
 - ii. general wear and tear.
- d) The Client accepts responsibility for the security of instruments or equipment within the venue grounds at all times.
- e) Equipment hired as a “dry hire” will be supplied with a care guide and a separate hire agreement superceding these Terms and Conditions.

2. Outdoor Performances

- a) Outdoor performances are at the discretion of the musician(s) upon assessment of the conditions.
- b) Where the Client has not arranged necessary shelter and/or power supply and/or warmth and/or the musician(s) reasonably deem(s) conditions unsuitable for an outdoor performance, the performance shall be offered indoors. The Client may decline an indoor performance but this shall be deemed a cancellation by the Client with Fees payable as determined by conditions 3b and 3c.

3. Cancellations

- a) The Client may cancel any Booking Agreement within 14 calendar days its submission with a full refund of any monies paid.
- b) Beyond the 14 day initial cancellation period, deposits are strictly non-refundable.
- c) Cancellations by the Client within 24 weeks of the event will be chargeable at 50% of the Fee where this exceeds the deposit amount; cancellations within 12 weeks of the event will be chargeable at 100% of the Fee where this exceeds the deposit amount.
- d) If due to unforeseen circumstances We are unable to supply a booked service and have exhausted all reasonable options to find an alternative supplier, a full refund shall be made by Us to the Client within 14 calendar days of the cancellation, less any expenses already incurred towards the event, and the Client hereby waives the right to claim any further compensation for any knock-on effect(s) of Our cancellation.

4. Payments

- a) Balances should be paid in full to Us at least 14 days before the event.
- b) No performance or hire will take place where a balance is outstanding. Where a balance is not cleared prior to the performance/hire commencement date, this shall be deemed a cancellation by the Client with Fees payable as determined by conditions 3b and 3c.
- c) Musicians are self employed, contracted by Us on your behalf, and we may retain a percentage of your invoiced fees for administrative purposes. Musicians will be paid by us on your behalf in advance of the performance(s).
- d) We reserve the right to claim statutory interest at 8% above the Bank of England base rate at the date a debt becomes overdue, in accordance with The Late Payment of Commercial Debts (Interest) Act 1998.

5. Recordings & Photography

- a) Where footage of performances by musicians is to be used by videographers:
 - i. it is the responsibility of the Client to ensure that licenses to synchronise music have been secured from the copyright holders; and
 - ii. musicians featuring in the video visually or by way of use of their recorded performance should be credited on the video as follows:

“Musician(s): [FULL NAME] – [INSTRUMENT(s)] – www.dreamdaymusic.co.uk”
- b) Recordings and/or photographs published on any media, including but not limited to DVD, YouTube, streaming sites and social media must credit both Us and the musician(s) by full name and instrument; We will provide any necessary details on request.
- c) The Client consents to Our and/or their musician(s) use of photographs and/or video taken at the event(s) for marketing purposes.

6. Overtime

- a) Where musicians are requested by the Client to perform for longer than the booked duration,
 - i. they must be asked to do so by the Client forming a verbal contract before any overtime shall commence; and
 - ii. a fee of 30GBP per musician performing will apply for each additional 30 minutes of performance *started*.
- b) Where a performance start time is delayed by 45 minutes or more, overtime shall be charged at 30GBP per 30 minutes of performance *started* per musician performing from the time that the performance should have finished if the musicians are required to complete the full duration of performance originally booked. Otherwise, musicians will cease their performance at the originally scheduled time.
- c) Overtime charges shall be invoiced by Us separately after the engagement and will be payable within 14 calendar days, unless the musician(s) at their discretion choose to waive the charge.

7. Breaks

- a) With the exception of wedding ceremonies and unless agreed by Us prior to the event, musicians shall be entitled to take a break of 15 minutes per hour.
- b) Unless agreed prior to the event, the Client shall be responsible for arranging any music to be played during breaks taken by musicians.

8. Requests and Set Content

- a) All requests must be received by Us or the musician(s) no later than six weeks prior to the event.
- b) Requests are accepted only at the discretion of the musician(s) and the final decision on set content shall lie solely with the musician(s).
- c) The musician(s) at their discretion may choose to charge for sheet music purchases and/or time to learn new material but
 - i. the fee will be disclosed to the Client who must agree to the expense before the learning process commences; and
 - ii. charges for sheet music purchases and/or time to learn new material shall be invoiced by the musician(s) separately.

9. Data Protection

- a) In engaging Us to provide services, the Client consents to us collecting, processing and storing personal data in accordance with GDPR. Our Privacy Policy & Privacy Information document is available on both of Our websites and can also be sent to the Client upon request.

Soundsmiths Promotions Ltd reserves the right to change Dream Day Music booking Terms and Conditions at any time; two weeks written notice of any change to the Terms and Conditions pertaining to existing Clients and/or bookings will be given to Clients with changes effective 14 calendar days after the date of the notice letter or email.