

Terms and conditions of your booking with Reel of Fortune Ceilidh Band

1. The booking is made between the band representative and the client.
2. This contract may not be modified or cancelled except by mutual consent, in writing signed by both parties.
3. If the function type differs to what is listed in the contract, the band representative reserves the right to ask for an additional fee to cover the change in function type, or may decide that the band are to leave the function. A refund will not be issued in this case.
4. Once the price has been agreed and is in the contract, there will be no change to the fee unless: the client requires the band to set up early or the client requires the band to play or provide a disco until 1am.
5. A booking is only secured after the contract has been signed and returned along with an agreed deposit (usually 20%).
6. A remaining balance invoice will be issued around four weeks prior to your event. Full payment must be made prior to the band playing.
7. Reel of Fortune Ceilidh Band provide ceilidh music and a disco at all events. The ratio of ceilidh:disco can be decided at the time of the event, dependent on what your guests are enjoying the most.
8. The band is entitled to a minimum of 30 minutes break for four hours of playing or providing disco.
9. At all events except for weddings, the band is allowed to dispense business cards and display a pop-up type banner.

Payments

10. The deposit can be paid by cheque made out to 'Joseph Hibbs', or BACS to the account details shown on the invoice.
11. The remaining balance must be paid prior to the band performing. If you wish to pay the remaining balance by cheque, the band representative must receive this **no less than seven working days** prior to the event. The remaining balance can also be paid by BACS or by cash, concealed in an envelope.

Cancellation policies

12. If the booking is cancelled by the **client**, charges will incur depending on how close to the event it is cancelled:
 - Less than 2 weeks before the booking – 100% of the fee
 - Less than 4 weeks before the booking – 50% of the fee
 - Over 4 weeks before the booking – 20% of the fee
13. If the **band representative** is unable to fulfil, or is delayed in fulfilling, their obligations under the booking form owing to circumstances beyond the band representative's reasonable control, the band representative shall inform the client of this fact as soon as is reasonably practical. Such non-fulfilment or delay shall be deemed not to constitute a breach of the contract. In the event that the booking is cancelled by the band representative, the deposit will be refunded and if the payment has been made in full, 110% will be refunded. In the unlikely event that a band member is ill, the band representative will try to ensure that a replacement musician is found. If unable to, the band representative reserves the right to refund the individual band members' fee to the client. The refund will be made within five working days of receiving the client's bank details, and the refund will be made by BACS. Since forming in 2012, Reel of Fortune Ceilidh Band has never had to replace a missing band member or cancelled a booking.
14. COVID-19 Pandemic cancellation terms:

If your event needs to be cancelled due to COVID-19, due to venue restrictions in line with Government guidelines, your deposit and any remaining balance will be repaid in full. You must make this decision no sooner than three weeks prior to the Date of the Event. If your event is rescheduled, we will do our best to accommodate this, with no additional cost to the Client. The Client must offer a minimum of two alternative dates to us, and if we are unavailable on both these, we will refund the Client's deposit. If the Client uses the cancelling of their event as a means to change the scope of their initial event, i.e. hold an event with less guests, this will be subject to our normal Cancellation terms.

Force Majeure

15. The band representative shall not be liable for any failure of or delay in the performance of this contract for the period that such failure or delay is: beyond the reasonable control of the band representative, materially affects the performance of any of its obligations under this contract, or could not reasonably have been foreseen or provided against.

Governing bodies

16. This contract is governed by and shall be construed in accordance with the laws of Scotland.
17. In the event that there is a breach of contract, the Incorporated Society of Musicians will act on behalf of the band representative.

Third party rights

18. Unless expressly stated otherwise in this contract, nothing in this contract confers or is intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Severability

19. If a provision of this contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of this contract; or the validity or enforceability in other jurisdictions of that or any other provision of this contract.

Liability

20. The band undertakes to perform at the performance(s) specified in this contract and the client is liable for paying the band's agreed fee.
21. The client is liable for checking the information entered into the 'booking details' on page one.
22. The client agrees to fulfil the subsistence and accommodation requirements listed on page one.
23. The client must ensure that the band's performance space is no smaller than 4x3m, has adequate lighting and is of a reasonable temperature.
24. The client must ensure that the band members have adequate private changing facilities.
25. The client must ensure that the band is able to have access the venue no less than 90 minutes prior to the start of performance (weddings exempt). If this is not possible, the band or band representative is not liable for the delay of the start of the performance and no refund will be issued.
26. The client is financially liable for any damage to equipment if they or the guests at the event are at fault. In the event that this happens, the event will cease and no part of the fee will be refunded and the client is liable for any damage to equipment.
27. The client is liable for informing the band representatives of any alterations to the personal information in the initial contract. If the band representative needs to change any details, a revised copy of the contract will be given to the client.
28. PLI is provided by the Incorporated Society of Musicians; a certificate can be requested at any time. It is the client's liability to ensure that the venue receives the document should they require.

29. The band representative is liable for ensuring that all equipment is PAT certified.

Confidentiality

30. The personal information listed on the contract will be held securely by the band representative.

31. The band representative will retain a copy of the contract for up to the end of the third calendar year after the booking. After this time, the contract will be securely destroyed.

Definitions

1. Band refers to the group of musicians who are going to be playing the music at the event.
2. Band representative refers to the individual who represents the group of musicians who perform together as the *Reel of Fortune Ceilidh Band*. This is solely for the purposes of the contract.
3. Booking refers to the musicians being engaged to play at the event.
4. Client refers to the individual, company or institution who books the band.
5. Personal information refers to a home address, email address, telephone number or signature.
6. PAT – Portable Appliance Testing
7. PLI – Public Liability Insurance
8. Remaining balance refers to the fee, minus deposit.