



Terms & Conditions

1.0 Definitions

- 1.1 – The Booking is defined as the Event that is detailed above and is made between the Client and the Band Representative.
- 1.2 – The Client is the individual or organisation who is engaging Reel of Fortune Ceilidh Band for their event.
- 1.3 – The Band Representative acts on behalf of Reel of Fortune Ceilidh Band for the purposes of this Contract.
- 1.4 – The Contract is this agreement.
- 1.5 – Function Type refers to the nature of the event, e.g. Wedding, Birthday party, Corporate function etc.
- 1.6 – Cancellation of this Contract is defined by either the Client or the Band Representative notifying the other party that the Contract can no longer be fulfilled.
- 1.7 – The Deposit is defined as a monetary sum that is used, in conjunction with the returning of this Contract, to confirm the Contract as a legally binding document.
- 1.8 – Any Invoices will be issued through our invoicing system and send via email, unless requested by another method. Any Invoices are due by the due date listed on the Invoice.

2.0 General Terms

- 2.1 – This Contract only stands once either an electronically, typed or wet signed copy has been sent to the Band Representative and when a Deposit (usually 20% of the Total Fee) has been paid.
- 2.2 – Once the price has been agreed and is in the Contract, there will be no change to the fee unless the Client wishes to make the one or any of the following changes: Additional hour(s) of hire, additional band members or requirement of early setting up.
- 2.3 – 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.
- 2.4 – The band members are entitled to a minimum of 30 minutes break for four hours of playing or providing disco.
- 2.5 – At all events except weddings, the band is allowed to dispense business cards and display a pop-up type banner.

3.0 Client's obligations

- 3.1 – If any of the contact details of the Client change between the date that the Contract is signed, and the Date of the Event, the Client must inform the Band Representative at their earliest convenience.
- 3.2 – The Client must correctly inform the Band Representative of the nature of their event in their initial enquiry which will be then listed under Function Type. If the nature of the event differs to that listed in the Contract, the Client is liable for paying any additional fee, up to 100% of the Total Fee. The additional fee will be invoiced after the Event and must be paid by the due date listed on the Invoice.
- 3.3 – The Client agrees to pay the Total Fee in full before the Date of the Event.



3.4 – The Client must check all the details in the Booking Details section on page one to ensure that they are correct.

3.5 – The Client agrees to fulfil the subsistence and accommodation requirements as listed on page one.

3.6 – The Client must ensure that the band's performance space is no smaller than 4x3m and that it has adequate lighting and is of a reasonable temperature. If the performance space is smaller than 4x3m, please inform the Band Representative before the Date of the Event so that appropriate changes can be made to our setup.

3.7 – The Client must ensure that the band members have adequate private changing facilities to use prior to playing.

3.8 – 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. 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 to compensate for reduced playing time.

3.9 – The Client is financially liable for any damage to equipment caused by them or their guests. In the event that this happens, the event may cease and no part of the Total Fee will be refunded.

4.0 Band Representative's obligations

4.1 – If any of the contact details of the Band Representative change between the date that the Contract is signed, and the Date of the Event, the Band Representative will the Client by email.

4.2 – The Band Representative handles all payments on behalf of Reel of Fortune Ceilidh Band.

4.3 – The Band Representative is liable for ensuring that all electrical equipment is PAT certified.

4.4 – The Band Representative is responsible for controlling and processing the Client's personal data.

5.0 Cancellation Terms

5.1 – If this Contract is cancelled by **the Client**, the Client agrees to pay the following fees based on how close to the Date of the Event the Contract is cancelled:

5.1.1 – Less than 6 weeks before the Date of the Event: 100% of the Total Fee

5.1.2 – Less than 12 weeks but more than 6 weeks before the Date of the Event: 50% of the Total Fee

5.1.3 – More than 12 weeks before the Date of the Event: 20% of the Total Fee

5.2 – In the event of the Client requesting to reschedule their event, it is at the discretion of the Band Representative as to whether a Deposit can be transferred to a new Booking or not. In most cases, if the Client would like to reschedule their event, the original Contract becomes void.

5.3 – 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



Reel of Fortune Ceilidh Band
reel-of-fortune@live.com
www.reel-of-fortune.com

deemed not to constitute a breach of the Contract. If the Booking is cancelled by the Band Representative, the Deposit will be refunded and if the payment has been made in full, the Total Fee 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. Any 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 and we have never cancelled a Booking.

6.0 Force Majeure

6.1 – The Band Representative is not 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.

7.0 Governing bodies

7.1 – This Contract is governed by and shall be construed in accordance with the laws of Scotland.

7.2 – In the event that there is a breach of Contract, the Independent Society of Musicians will act on behalf of the Band Representative.

8.0 Third party rights

8.1 – 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.

9.0 Severability

9.1 – 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.