

TERMS AND CONDITIONS FOR ENTERTAINMENT SERVICES

These terms and conditions ("**Terms**") apply to every booking of DJ, musician, and/or other live or recorded entertainment services (the "**Services**") with Black Chandelier Productions (the "**Supplier**"), regardless of the type of performer or combination of performers booked (for example, DJ only, musician(s) only, or a combination of DJ and musician(s)). The customer making the booking (the "**Customer**") and the specific details of each booking, including the price, are set out in the relevant booking form or written confirmation (the "**Booking Form**"). The Booking Form and these Terms together form the contract between the parties (the "**Agreement**"). By signing the Booking Form, paying the Booking Fee, or otherwise confirming a booking, the **Customer** agrees to be bound by these Terms.

1. BOOKING DETAILS

1.1 The specific details of the booking, including the identity of the Customer and the Price, will vary for each booking and are set out in the Booking Form or confirmation email sent to the Customer. These may include:

- Event date: the date on which the Services are to be provided (the "**Event**")
- Event venue and address
- Event start and finish time / service time
- Type of event package (e.g. wedding, corporate function, private party)
- Type of Services and performer(s) booked (e.g. DJ only, musician(s) only, or DJ and musician(s))
- Any special requests (e.g. first dance, playlist, setlist, do-not-play list)

1.2 These Terms apply to the booking as a whole, whichever type or combination of Services is booked. References in these Terms to "performer" or "performers" include, as applicable, a DJ, a musician, a group of musicians, or any other performer supplied by the Supplier under the Agreement.

1.3 It is the Customer's responsibility to check the Booking Form carefully and notify the Supplier promptly in writing of any errors or omissions. The Supplier is not responsible for errors in the Booking Form that are not corrected prior to the Event.

2. PRICE AND PAYMENT

2.1 The total price for the Services (the "**Price**") is as set out in the Booking Form. The Price covers the Services described in the Booking Form and is based on the booking details set out in clause 1. Any changes to those details, including a change to the type or number of performers booked, may result in a revised Price.

2.2 Additional charges may apply for, among other things, travel beyond 30 miles of Didcot, overtime beyond the agreed finish time (charged at £50 per hour), additional equipment, or additional services requested after booking.

3. BOOKING FEE / DEPOSIT

3.1 To secure a booking, the Customer must pay a non-refundable booking fee/deposit (the "**Booking Fee**"), in the amount set out in the Booking Form, within 14 days of the date of this Agreement.

3.2 The booking is not confirmed, and the Supplier is under no obligation to hold the date or any particular performer(s), until the Booking Fee has been received in cleared funds.

3.3 The Booking Fee is non-refundable except as set out in clause 7 (Business Cancellation/Changes) or where required by law.

4. BALANCE PAYMENT

4.1 The remaining balance (the "**Balance**"), being the Price less the Booking Fee already paid, is due no later than 14 days before the Event date, unless otherwise agreed in writing.

4.2 If the Balance is not received by the due date, the Supplier reserves the right to treat the booking as cancelled by the Customer under clause 6, and/or to refuse to perform the Services until payment is received in full.

4.3 Payment may be made by bank transfer to the details provided on the invoice or Booking Form or by another method agreed between the Supplier and the Customer.

5. CONFIRMATION OF BOOKING

5.1 The booking is only confirmed once the Supplier has received the signed Booking Form and the Booking Fee referred to in clause 3, regardless of the type of Services booked.

5.2 Upon confirmation, the Supplier will send the Customer written confirmation of the booking details. The Customer should check this confirmation and raise any discrepancies within 14 days.

6. CUSTOMER CANCELLATION

6.1 If the Customer wishes to cancel the booking, in whole or in part (for example, cancelling one performer but not another where more than one has been booked), they must notify the Supplier in writing as soon as possible. Cancellation takes effect from the date written notice is received.

6.2 The Booking Fee is non-refundable in all cases of Customer cancellation.

6.3 In addition, the following cancellation charges apply depending on how much notice is given before the Event date, calculated by reference to the Price (or, for a partial cancellation, the portion of the Price attributable to the cancelled Services):

- More than 90 days' notice: no further charge (Booking Fee retained only);
- Between 31 and 90 days' notice: 50% of the Price; and
- Less than 30 days' notice: 100% of the Price.

6.4 If the Customer wishes to change the Event date, or to change the type or number of performers booked, the Supplier will use reasonable endeavours to accommodate the change, subject to availability. If no alternative can be agreed, the booking (or the relevant part of it) will be treated as cancelled by the Customer under this clause 6.

7. BUSINESS CANCELLATION/CHANGES

7.1 If the Supplier, or any performer engaged by the Supplier to fulfil the booking, is unable to perform the Services due to illness, injury, accident, or any other circumstance beyond the Supplier's reasonable control, the Supplier will tell the Customer as soon as reasonably possible

and will use reasonable endeavours to arrange a suitable replacement performer of a similar type and standard (whether DJ, musician, or other performer), at no extra cost to the Customer.

7.2 If no suitable replacement can be arranged, the Supplier will refund all sums paid by the Customer, including the Booking Fee, in full (or, where only part of the Services is affected, a fair proportion of those sums). This refund is the Customer's sole remedy, and the Supplier will not be liable for any further loss or cost arising from the cancellation.

7.3 The Supplier may also need to make minor changes to the agreed Services (for example, substituting equipment or instruments, or making small timing adjustments) where reasonably necessary, provided this does not materially affect the quality of the Services. The Supplier will tell the Customer about any such change as soon as reasonably possible.

8. FORCE MAJEURE

8.1 Neither party is liable for any failure or delay in performing their obligations under this Agreement where this is caused by an event outside their reasonable control (a "**Force Majeure Event**"), including but not limited to extreme weather, fire, flood, pandemic or epidemic, government restriction, strike, power failure, or failure of the venue.

8.2 If a Force Majeure Event prevents the Event, or the relevant part of the Services, from taking place, the parties will discuss rearranging to a mutually convenient date or will consider other alternatives to minimise the disruption.

9. EQUIPMENT, VENUE AND ACCESS

9.1 The Customer must ensure that the venue provides safe and reasonable access for the Supplier and any performer(s) to load, set up, and remove equipment and instruments, together with a suitable power supply and performance space as reasonably required for the Services booked.

9.2 The Customer is responsible for obtaining any necessary licences or permissions for the Event, including any required by the venue or local authority for music or live entertainment.

9.3 The Customer is responsible for any loss of or damage to the Supplier's or any performer's equipment or instruments caused by guests or other attendees at the Event, other than damage caused by the negligence of the Supplier or its performers.

10. LIABILITY AND INSURANCE

10.1 The Supplier holds public liability insurance and will provide a copy of the current certificate and, where applicable, portable appliance testing (PAT) certificates, on request.

10.2 Except for death or personal injury caused by the Supplier's negligence, or any other liability that cannot be excluded or limited by law, the Supplier's total liability to the Customer under this Agreement is limited to the Price paid by the Customer.

10.3 The Supplier is not liable for any indirect or consequential loss, including loss of enjoyment, arising from this Agreement.

11. GENERAL

11.1 Entire agreement: These Terms, together with the Booking Form, set out the entire agreement between the parties for the Services booked and supersede any prior discussions or understandings.

11.2 Precedence: These Terms apply to every booking regardless of the type or combination of Services booked. If there is any conflict between these Terms and the Booking Form, the Booking

Form prevails only in respect of the specific booking details listed in clause 1 (such as date, venue, price, and type of performer); these Terms otherwise prevail.

11.3 Variation: No variation of this Agreement is effective unless agreed in writing by both parties.

11.4 Notices: Any notice under this Agreement must be given in writing by email to blackchandelierproductions2026@gmail.com or to the Customer's email address, as applicable.

11.5 Governing law and jurisdiction: This Agreement is governed by English law, and the parties submit to the exclusive jurisdiction of the courts of England and Wales.