

## Terms and Conditions

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

### Equipment

- It is the responsibility of the Client to ensure a safe electrical supply where electric instruments and/or equipment are to be used.
- Instruments and equipment supplied are for the sole use of the musician(s) unless they or We authorise other users prior to the event.
- 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
  - 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 guest, staff member or other supplier of the event; and
  - general wear and tear.
- The Client accepts responsibility for the security of instruments or equipment within the venue grounds at all times.

### Outside Performances

- Outside performances require shelter consisting of three sides and a roof, and a safe power supply, to be provided by the Client. It is at the discretion of musician(s) whether or not to play if either or of these is not supplied. No refund shall be made where the Client has not made suitable arrangements for shelter and/or a power supply and the musician(s) deem(s) conditions unsuitable for performance.

### Cancellations

- Deposits are non-refundable under any circumstance.
- Cancellations by the Client within 24 weeks of the event will be chargeable at 50% of the Fee; cancellations within 12 weeks of the event will be chargeable at 100% of the Fee.

### Payments

- Instalment payments may be made in any combination of instalments using the details on the invoice supplied by Us, but the balance must be paid in full to Us at least 14 days before the event.
- 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) and reserve the right to withhold their services where payment has not been made by the Client to Us before the performance is due to commence.
- 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.

### Recordings

- Under no circumstances may any audio or video recording be made of performances without prior written permission from Us or the musician(s). Failure to secure consent may lead to cancellation of the performance with no refund.
- Where performances by musicians are to be used by videographers:
  - it is the responsibility of the Client to ensure that the videographer uses equipment suitable to capture the sound of the performance;
  - it is the responsibility of the Client to ensure that licenses to synchronise music have been secured from the copyright holders; and
  - 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”
- Video recordings 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.

### Overtime

- Where musicians are required to perform for longer than the booked duration,
  - they must be asked to do so by the Client, before commencing the overtime; and
  - a fee of £30 per musician performing will then apply for each additional 30 minutes of performance *started* beyond the initial booking.
- Where a performance start time is delayed by 45 minutes or more, overtime shall be charged at £30 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.
- Overtime charges shall be invoiced by Us separately after the engagement and will be payable within 10 days, unless the musician(s) at their discretion choose to waive the charge.

### Breaks

- With the exception of wedding ceremonies and unless agreed by Us prior to the event, musicians shall be entitled, if they wish, to take a break of 15 minutes per hour of performance.
- Unless agreed prior to the event, it is the responsibility of the Client to arrange for music to be played on a sound system during breaks taken by musicians.

### Requests and Set Content

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

### Data Protection

- In engaging us to provide services, you consent to us collecting, processing and storing your 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 you 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 will given to Clients, with changes effective 14 days after the date on the notice letter or email. We and/or your musician(s) may use photographs and/or video from your wedding in our promotional activities.*