

Dave Pierce Entertainment

Terms of Contract

1. GENERAL

The following terms are the standard terms of contract of the company and are incorporated in all contracts and any person (hereafter "the customer") seeking to be supplied with service of the company accepts the terms alone shall govern any contract unless written variation has been signed in accordance with the provision of clause 7 hereby and they shall apply to all additions and modifications to any contract.

2. REFUSAL OF SERVICE

The company reserves the right at its sole discretion to accept or refuse any service request placed by the customer on the basis of quotations issued and in that event the company shall be under no liability whatsoever.

3. PRICE

- (i) Save as set out herein the price shall be the price contained in the company quotation for the particular contract.
- (ii) All quotations are valid for up to 30 days only or until acceptance by the customer within this period.
- (iii) Quotations will only be accepted by the company once a minimum deposit payment of £30 has been accepted by the company.
- (iv) The company reserves the right by giving a minimum 30 days notice to the customer to increase the price of any service to reflect any increase in the cost to the company which is due to any factor beyond the company's control.

4. PAYMENTS

(i) Unless otherwise agreed in writing by the company the company shall be entitled to invoice the customer for the full quoted amount with the latest time being on the day the service is to be provided.

(ii) Full payment shall be made by the customer at the very latest on the day that the service is to be provided unless otherwise agreed in writing by the company

Should the customer default in payment for whatever reason on the date the sum is due without prejudice to any other right or remedy available to the company, the company will be entitled to:

- a) cancel any contract with the customer and suspend further services;
- b) appropriate any payment made by the customer to such of the services as the company may decide;
- c) charge the customer interest both before and after judgment on the full unpaid amount at the rate of 3% above the Bank Of England's current minimum lending rate until payment is made in full.

(iii) Cancellations by the client will not be accepted within 30 days prior to the booked event date unless in unforeseen circumstances such as bereavement, death, serious injury or serious illness. If cancelled without good reason the client will be liable to the charge of the full quoted amount for the booking. Deposits will be non-refundable with cancellations after the date of 90 days prior to the booked event date.

5. DELIVERY OF SERVICE

Any date's and time's stated or agreed by the company for providing of a service will be strictly adhered to except due to circumstances beyond the company's control. The company shall be entitled to sub-contract without consent a service for a customer when the company is unable to meet demand. In the event of the company's failure to provide a service the company will offer a full refund to the customer including any deposits.

6. QUALITY OF SERVICE

Subject to further condition stated below the company warrants that the service provided will meet the customer's expectations. This is subject to the following conditions:

- a) The company shall be under no liability under the above warranty if the total price for the service provided has not been paid by the due date.
- b) The company shall accept liability for any equipment failure due to general wear and tear. In this situation the company will endeavor to complete the service to the customer's expectation using other means if necessary.
- c) The company shall not accept liability for any equipment failure as result of accidental or willful damage or negligence by any persons other than company staff. The company reserve the right to fail to complete the service quoted for in a situation where equipment failure due to accidental or willful damage to equipment has occurred.

7. VARIATION OF TERMS

No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing with a signature by the company.

8. LIABILITY

- a) Any liability the company may be under pursuant to the above warranty shall be limited to partial or full refund to the customer regarding failure to provide the service quoted for.
- b) Without prejudice to the foregoing, if called upon to do so by the customer in writing, the company shall use its best endeavours to assign to the customer the benefit of any warranty claim privilege or other right which the Company may have in regard to service provided.
- c) The customer shall indemnify the company against all actions claims or demands by themselves or by any third parties relating to any claim for injury or damage to any person, property or interest and arising from wilful negligence or negligence to comply with health and safety regulations by any person other than company staff.
- d) Except in respect of death or personal injury caused by the company's negligence, the company shall not be liable to the customer by reason of any representation, implied warranty, condition or other term under the terms of contract for any consequential loss or damage (whether loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever and how so ever caused which arise out of or in connection with the providing of the company's services.

9. IMPOSSIBILITY OF PERFORMANCE

The company shall be entitled by oral or written notification to the customer to cancel any contract or agreement Concluded between the company and the customer should the company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a cause which renders performance commercially difficult or expensive.

10. SUB-CONTRACTING

The company shall be entitled to sub-contract without consent all or any of its obligations. (also clause 5)

11. MODIFICATIONS TO SERVICE

The customer may, at least once week prior to the date the service is to be provided give oral or written notification to the company requesting that the service to be provided shall be altered to meet the customers new requirements or that other or new arrangement be made as to the place where the service is to be provided. The company shall use its best endeavours to comply with any such reasonable request, provided always that in complying with any such request the company shall be entitled to vary the price accordingly, as well as to impose such other conditions as the company at its sole discretion may reasonably require.