

# Terms and Conditions of Booking

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This website is owned and operated by Daniele Piroddi (otherwise referred to as the 'Artist', "we", "our" or "us"). These terms and conditions apply to all bookings you, the customer ("you" or 'client'), place with us via this website and constitute the entire and only agreement between us.

Please read these terms and conditions carefully before making a booking on any of the services displayed on our website ("Services"). You should understand that by booking any of the Services displayed on our website, you agree to be bound by these terms and conditions.

Please understand that if you refuse to accept these terms and conditions, you shall not book any Services from our website.

If you do not understand any part of these Terms and Conditions, please call email us at [danielepiroddiguitarist@gmail.com](mailto:danielepiroddiguitarist@gmail.com) or seek legal advice before agreeing to them and confirming a booking.

## Use of our Website

Your use of our site is governed by our **Terms and Conditions of Website Use**. Please take the time to read these, as they include important terms which apply to you. We reserve the right to remove access to this website (and the Services) in respect of anyone who does not comply with the above terms of use. In such circumstances no refund shall be made in respect of Services that are no longer accessible.

## Making a Booking – Performance

To make a booking the client will need to contact us at [danielepiroddiguitaris@gmail.com](mailto:danielepiroddiguitaris@gmail.com) Once a date and price has been agreed via email/call then a binding contract will only come into force between us once you have received this acknowledgement email/call.

You must ensure all names and details are entered correctly at the time of booking. You will receive a confirmation email once your booking is confirmed and must contact us straight away if there is something that you need to correct, or if you don't receive it for any reason. If the client wants to make any changes to your booking details please contact us at [danielepiroddiguitarist@gmail.com](mailto:danielepiroddiguitarist@gmail.com) at least **7 days** prior to the event.

## Payment of Booking Fees

Payment for services, studio hire or production, can be made;

- in cash,
- by cheque
- by PayPal
- via bank transfer.

We do not store card details nor do we share customer details with any 3rd parties.

Once the booking has been confirmed the client is expected to pay the deposit within **3 days** of confirmation. The booking deposit is due within **3 days** of issue. The remaining balance is due no later than 21 days before the Performance (unless otherwise agreed in writing with the Artist).

If the booking **deposit** has not been received within the allotted time specified on this terms and conditions, this may be perceived as a breach of contract and free the artist from any contractual ties.

If the remaining **balance** has not been received within the allotted time specified on this terms and conditions, this may be perceived as a breach of contract and free the artist from any contractual ties.

Failure to pay the fee agreed in the booking confirmation will automatically result in a late payment administration fee of £25 being charged to the client by the Artist. This payment will be added to the outstanding balance and should be paid within **7 days**. For every 7 days thereafter, and to a maximum of 14 days, a further £25 shall be added to the outstanding amount. In addition, if a cheque paid to the artist on the day of the Performance does not clear (i.e. it 'bounces'), these charges shall also become applicable, plus any costs incurred by the artists bank for handling and administration.

Where the outstanding balance has not been paid within 14 days, the amount may be sought via legal processes or referred to a debt recovery agency by the artist or agent. Unless previously agreed, the agent is not responsible for the collection of booking fees due to the artist.

### **Client responsibilities**

The Client shall, at their own cost, make certain that adequate and secure changing room and cloakroom facilities are available for the Artist, that the venue has appropriate licences and no inhibiting noise limitations, safe sources of power for the performance, a safe performance area, and that the management is aware of the requirements of the Artist. If non-performance or a below-par performance results due to venue restrictions or error, the Client will still be liable for the full fee and neither the Artist may be considered liable.

It is the responsibility of the Client to ensure that the Artist is provided with free parking facilities at the venue for all vehicles associated with the Artist; should no free parking be available, the Client is liable for any parking charges incurred.

It is the Client's responsibility to ensure that the Artist is provided with adequate refreshments throughout their period at the performance venue, the minimum being a supply of mineral water and a small meal. A hot meal is appropriate for bookings of more than 3 hours' duration.

The Client must ensure that sufficient armless chairs are provided for the Artist in the performance area. If the performance is outdoors, adequate shelter must be provided whatever the weather to cover both the Artist and instruments.

Unless the Artist has given express permission, the Artist's equipment and instruments are **not** available for use by any other person.

If an Artist is subjected to aggressive or abusive behaviour and the Client does not remove the perpetrator, the Artist shall be allowed to terminate their performance without penalty; the Client will still be liable for the total fees. The Artist is responsible for bringing the matter to the Client's attention.

Where the Client has agreed to cover additional expenses, such as accommodation, these must be repaid to the Artist within 30 days of the Performance provided receipts and invoices have been forwarded to the Client by the Artist in reasonable time.

If the Artist has been asked and agrees to perform longer than the time stated in the Contract, a satisfactory additional surcharge should be agreed between Artist and Client prior to the extra time. The agreed extra payment should be paid to the Artist on the day of the engagement. However, the Artist is under no obligation to extend their performance should they not wish to.

### **Artist responsibilities**

The Artist shall perform at the Performance to their highest standard. The Artist shall provide relevant equipment in order to carry out the performance. The Artist is responsible for the good working order and safety of this equipment.

The Artist must not drink alcohol excessively before or during the performance or use illegal or banned substances.

The Artist should arrive with more than enough time to meet the Client, set up their equipment, check any safety requirements of the venue, carry out a brief sound check and be ready to perform.

Health & Safety. The Artist must assume responsibility for the health and safety of themselves, the Client, and everyone present at the engagement, and act according to the highest health and safety standards.

If the Artist is unable to perform through sudden illness or road traffic incident, the Artist must immediately inform the Client.

If due to the late running of or alterations to the Performance schedule which is no fault of the Artist, the Artist is not able to give their full scheduled performance as stated in the Contract, there will be **no** reduction in the Artist's fee and no requirement upon the Artist to extend their performance time.

If through their own fault the Artist is unable to fulfil part of the Performance schedule or breaks the terms of the Contract and the Client would like to claim a reduction on the Artist's fee, a complaint must be made at the time to the Artist and in writing to the Agent no more than **3 days** after the Event. Full payment must still be made by the Client as agreed in the Contract. The Client shall not be entitled to offset any discount thought to be due against the payment of the total cost, but should follow the procedure in these terms and conditions. Failure to pay within the terms of the Contract will incur charges outlined above.

## Changes to the agreed performance schedule

When possible any changes to the performance schedule should be discussed with the Artist prior to the performance.

If agreed changes incur a later finish time an adequate fee should be agreed between both parties. This fee would be due and paid direct to the Artist on the day of the event. Any changes are still subject to these Terms and Conditions.

If the Performance schedule over-runs due to no fault of the Artist, the Artist holds the right to finish at the agreed curfew and is still due the full payment.

If the Client makes a request for the Artist to perform longer than specified in the performance schedule, on the Performance date, the Artist has the right to agree a further fee to do so, payable on the day of the event. They also hold the right to refuse this request, without penalty.

## Cancellations

Once a booking is confirmed, whether VERBALLY, ELECTRONICALLY, in WRITING or by the issue of a booking contract, cancellation by either party is not allowed except where 'Clause Force Majeure' applies or where the client and artist mutually agree to cancel the booking (this must be provided in writing). In either Performance forfeiture of the booking deposit will result.

Where the client has cancelled for reasons other than those outlined in 'Clause Force Majeure' cancellation fees shall apply and are based on the following:

Where cancellation is made within 48 hours of confirmation of booking no cancellation fee is due unless the Performance date is within the following 7 days, in which case the full booking fee will be due.

Where cancellation is made after 48 hours of confirmation of booking the following shall apply:

- Cancellation occurs between 0-60 days of the event date - 100% of the fee will be due.
- Cancellation occurs between 61-90 days of the event date - 75% of the fee will be due.
- Cancellation occurs between 91-120 days of the event date - 50% of the fee will be due.

For cancellations that occur more than 120 days from the Performance date, no additional fees will be due to as this is deemed a suitable amount of time for the artist to find an alternate booking.

All client cancellation fees must be paid to the Artist within 14 days. Any outstanding payment owed to the Artist will be subject to a 25% delay charge.

Where an Artist has cancelled the booking, the Artist will inform the client without delay. The Artist is in no obligation to source a suitable alternative. In this instance the Artist will refund all payments made by the client minus the deposit fee.

## Force Majeure

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law.

Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven then the cancellation fees outlined in 'Clause Cancellations' shall be unenforceable.

## Events Outside Our Control

Daniele Piroddi will not be liable or responsible for any failure to perform, or delay in performance of, any of Daniele Piroddi's obligations under these Terms that is caused by an Event Outside Our Control.

If an Event Outside Our Control takes place that affects the performance of Daniele Piroddi's obligations under these Terms:

Daniele Piroddi will contact the Client as soon as reasonably possible to notify the Client of the event; and where the Event Outside our Control affects Daniele Piroddi's performance of Services to the Client, the performance will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

Either party may cancel the Agreement if an Event Outside Our Control takes place and lasts longer than eight weeks.

## Complaints

In the event of a dispute or complaint from either party, the issue must be put in writing and forwarded to the 'Artist' within 28 days. If the matter cannot be resolved, or an agreement reached, then the 'client' and 'artist' should seek legal advice.

## Privacy

Please refer to our Data Privacy Policy on our website for a full copy of our **Privacy Policy** and information on how your personal information will be handled and processed by us.

## Limitation of liability

Save to the extent permitted by law, we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility from any amount or kind of loss or damage arising out of or in connection with your use of the Services.

We do not exclude or attempt to limit in any way our liability:

- for personal injury or death resulting from our negligence;
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability; or
- for fraud or fraudulent misrepresentation.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

We will perform and deliver the Services with reasonable care and skill. We do not give any other representation, warranty or undertaking in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Services are suitable for your purposes and do not guarantee any specific results from the performance/s.

### **Data protection statement**

We comply fully with the requirements of the Data Protection Act 1998 ("Act"). We are committed to a policy of protecting the rights and privacy of individuals in accordance with the Act. Any personal information that we collect from you is collected and used fairly, stored safely and securely and not disclosed to any third party unlawfully.

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