



# Terms & Conditions

These terms and conditions apply to every booking taken by Lewis Hutton for an entertainment booking and agreed to by the person who makes the booking and pays the booking deposit. This person will be referred to as 'Client' throughout these terms and conditions.

## 1. Booking Deposit

Lewis Hutton requires private clients to pay a deposit when booking entertainment for weddings, corporate events or private functions. This deposit is £100 which is taken off the total booking price. This deposit is non refundable (Lewis Hutton will only refund a deposit payment when the engagement has been cancelled by himself, in this case, the full deposit will be refunded immediately). Deposits must be received before Lewis can officially secure any date.

## 2. Final Balance

Unless previously agreed with both Lewis Hutton and Client, the final balance fee for any booking must be received by Lewis Hutton 30 days before start date / time indicated on the booking confirmation by any payment method specified in the confirmation. The Client is welcome to pay any outstanding balance earlier than the 30 days requirement. Upon sending a payment please notify Lewis Hutton via email or telephone and he will update the booking confirmation to reflect the new account balance.

## 3. Cancellation

In the unlikely event of Lewis Hutton cancelling the agreement due to a **Force Majeure Event** as specified in these terms and conditions, he will endeavour to offer you an alternative entertainer of style and cost for you to approve. In the event that you do not approve of the replacement or no replacement is available, Lewis will offer you a full refund. In the case of the band/group packages, where Lewis works with Singers / Musicians, Lewis Hutton reserves the right to use replacement individuals should existing members suffer illness or injury on the day, or days leading up to the function.

These terms and conditions are designed to offer protection to both the entertainer and the Client. As the Client you can request to cancel the booking, however the following charges will apply:

## 4. Cancellation by the client

0-30 Days from engagement – 100% of the agreed fee.

30-60 Days from engagement – 80% of the agreed fee.

60-120 Days from engagement – 50% of the agreed fee.

120+ Days (Deposit Fee Only)

The above cancellation fees are an important part of the terms and conditions agreement and are accepted by the client on payment of a booking deposit. All cancellation fees must be paid within 10 days of cancelling the booking.

On occasion, band line-ups may be subject to change and this may occur without notice unless the member is of significant celebrity.



## 5. Force Majeure Event

A “Force Majeure Event” occurs where a party is unable to comply with its obligations under this Contract for a reason outside of its control (such as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God) and which is not attributable to any act or failure to take preventive action by Lewis Hutton.

## 6. Performance Times

The performance times are specified in the booking confirmation. Please note that contracted start times are based on the the crew having access to the performance area 1hr 30 mins before the contracted start time. Please note that Lewis Hutton is not responsible for time overruns caused by any 3rd party such as venue, caterer or Client.

## 7. Expenses

Unless explicitly stated in the booking confirmation and prior conversation leading up to the booking, no expenses are payable by the Client. If expenses are applicable to the booking, these expenses will be clearly marked out in the confirmation and must be paid before the start date / time indicated on the booking.

## 8. Use of Substitute Performers and Stand Ins

In the event of any band bookings made through Lewis Hutton they will always feature Lewis Hutton as a band member. Wherever possible any band performance will use the line-up as represented to the Client, unless the need arises to substitute a performer due to a **Force Majeure Event**. Lewis Hutton will have ‘Dep’ performers ‘on-call’ to cover all eventualities and reserves the right to use one or more of these should the need arise. Lewis Hutton agrees that any substitute performers utilised will have equivalent ability and that the band will still be able to perform in the style and manner portrayed to the client.

## 9. General Data Protection

Once a booking has been made Lewis will require information based on your wedding, your address, phone number, email. This is for contact purposes only and will not be passed to any third party. All information is stored on one computer and a cloud drive which is only accessible through two-factor authentication. Once your wedding has been completed the information will stay stored for 2 years for tax purposes only.

By paying the deposit you hereby agree to all terms and conditions stated above.