

TERMS & CONDITIONS

1. The Customer may not cancel the contract at any time without incurring a 50% cost of the contract to be performed. If the contract is cancelled less than 30 days before the event a 100% cancellation fee applies.
2. All sums due which are not paid on the due date (without prejudice to the rights of David Buckingham under this agreement) shall bear interest from day to day at the set base lending rate of Lloyds TSB Plc.
3. All parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulations or if any other cause beyond the control of the parties renders the performance of the services impossible.
4. Each party shall be liable to pay the other damages for any breach of this agreement and all expenses and costs incurred by that party in enforcing its rights under this agreement.
5. These terms and conditions supersede any prior agreement between the parties whether written or oral and any such prior agreements are cancelled.
6. If the Customer shall comprise more than one entity they shall be jointly and severally liable. The Customer agrees to pay for damages to David Buckingham's equipment if the damage is caused by negligence of the Customer and their guests.
7. This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in the United Kingdom.
8. All disputes or differences which shall at any time arise between the parties whether during the term or afterwards touching or concerning this agreement or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter of this agreement shall be referred to a single arbitrator nominated by the President of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950.

WARRANTIES

1. During the performance David Buckingham will make every effort to eliminate hazards. All electric equipment will carry current certified Pat test labels corresponding to a certificate issued by a qualified Issuer. A copy of this certificate is available to the Customer upon request.
2. David Buckingham as his warranty to his customers will produce the same quality of entertainment at no extra cost in view of unforeseen circumstances whereby he becomes unable to lay. In view of a fault by David Buckingham, David Buckingham will refund the customer the fee in full.
3. David Buckingham is a member of the Musicians Union and thus covered by their insurance for public liability (£10,000,000).
4. David Buckingham shall not be liable to the Customer for the death or injury to the Customer or loss or damage to the Customer's property unless due to the negligence or other failure of David Buckingham or members of his ensemble to perform their obligations under the agreed contract or under general law.