

TERMS & CONDITIONS

1. Cancellation of this contract, under any reason, by the Client shall result in the following cancellation charges:

Date of Cancellation	Cancellation Clause
Within 14 Days of Booking	Full Refund
After 14 Days	Deposit Fee
Less than 60 Days before Event Date	40% of total booking fee
Less than 30 Days before Event Date	100% of total booking fee

2. This contract constitutes a complete and binding agreement between the client and The Distractions Band Ltd.
3. The booking will not be secured until signed Terms and Conditions have been received by The Distractions Band Ltd; a complete booking form has been agreed upon by The Distractions Band Ltd; and a deposit has been received and verified by The Distractions Band Ltd.
4. The Distractions band Ltd reserve the right to suspend their performance if the client has not paid their full balance before the specified event date, no compensation or refund will be due to the client and legal action will be taken to recover any monies due to The Distractions Band Ltd
5. The booking fee will be fully inclusive of all band member expenses and travelling expenses to and from the venue, unless otherwise stipulated in the contract.
6. The Distractions Band Ltd warrant that all company owned equipment is in good working order, (P.A.T.) and fit for its purpose, and that no part of the performance under the control of The Distractions Band Ltd is likely to be a danger to the artiste/s or any other person/s.
7. In the event of a singer/musician not being able to perform at the event due to an unforeseen circumstance outside of the control of The Distractions Band Ltd, the Band reserves the right to replace the singer/musician with another similar and high quality individual without infringing the terms of this contract.

8. The Distractions Band Ltd have their own Public Liability insurance up to £5 million (a copy will be enclosed for the Client)
9. The musicians of The Distractions Band Ltd shall be suitably and tidily dressed during their performance.
10. The client/venue shall be responsible for the provision of a safe and adequate source of mains electricity in the performing area.
11. It is entirely the Client's responsibility to make sure that the performance area is suitable for the band. It must be a safe, dry and even performance area. The temperature of the performance area must not be below 13 degrees Celsius or over 30 degrees Celsius. If the temperature falls outside of this range during set up or performance the Band may collectively refuse to perform and booking fee will not be refunded.
12. The Distractions Band Ltd require a room or other suitable area for the musicians to change in. If this is not possible due to venue constraints please agree this with the Managing Director (Joseph Malik) in advance of the event.
13. The use of any of The Distraction Band's equipment or instruments by any of the guests is not allowed unless permission is given by the managing Director of The Distractions Band Ltd (Joseph Malik).
14. The Client must make sure that there is a sufficient legal parking facility close to the performance area for at least one large vehicle. The Client must also make sure that the unloading and loading area is no further than 100 yards from the performance area.
15. The Distractions Band Ltd require as much time as possible to unload, setup and test the equipment before your event. For Evening Events we will arrive no earlier than 6.00pm and finish no later than 12.00am on the same day. (any additional time will be chargeable) For Full Day Events we will arrive no earlier than 10.00am and finish no later than 12.00am on the same day (any additional time will be chargeable) It is estimated that The Distractions Band Ltd will need approx. 1 hour after the performance to dismantle all the equipment and load. Please make sure that the venue managers are aware of this agreement.
16. If the Client requires The Distractions Band Ltd to play or arrive outside of the agreed times. This can be arranged depending on the

venue's time limit and an agreed price with the Managing Director of The Distractions Band Ltd (Joseph Malik).

17. No compensation shall be payable to the client by The Distractions Band for any day upon which the engagement shall be suspended or cancelled by reason of force majeure. In this instance, force majeure will include all events beyond the control of the Distractions Band or client.
18. If The Distractions Band are unable to setup or start performing at the agreed times as indicated on the booking form for reasons beyond their control, we will not be obliged to extend the performance or finish performing at a later time than agreed.
19. The person(s) signing for Client agrees to be personally, jointly and severally liable for the terms of this contract.

COVID-19 Policy

Postponment

1. We are happy to postpone the date of your event (subject to availability.) without charge to yourself, provided that the change is within 1 year of your original event date.
2. If you wish to postpone more than a year in advance of your original event date, then provided 'The Distractions' are available, the charge applicable will be the difference between your original quotation and the current prices as displayed on 'The Distractions' website at the time of postponment.
3. If 'The Distractions' are already fully booked with existing clients on the proposed date of your postponement and are therefore unable to perform then standard cancellation terms will apply for your original event date. See above.
4. If 'The Distractions' are available on your newly proposed date all monies previously paid will be redeemed against the new date.
5. Once a new date has been confirmed your online account will be updated and a note will be left in the messages section of your account confirming the change.

6. Your original contract will be cancelled and a new one set-up under the new booking date. You will be able to re-sign this via your online account.

Cancellation

You will be eligible to receive a full refund minus a limited amount relating to expenses already incurred if your wedding has been affected by Covid-19 and falls into one of the following categories:

7. Social distancing laws prevent your event from taking place
8. Social distancing laws prevent 'The Distractions' from delivering their service/performance
9. Severe restrictions on guest numbers mean you cannot reasonably facilitate 'The Distractions' E.g. you have been forced to reduce guests numbers from 150 to 30
10. Severe restrictions on guest numbers make it unrealistic to proceed with your event E.g. you have been forced to reduce guests numbers from 150 to 30
11. Your venue is closed or has cancelled your event
12. You or your partner are ill with Coronavirus, or need to self isolate, on your event date.