# **Vintage Music & Elite Ceremonies Contract for Services provided**

**(Halliday Hammond Consultancy Services Ltd)**

## **TERMS AND CONDITIONS OF SALE/SERVICES PROVIDED.**

1. **CONTRACT TERMS**

**1.1 All contracts made by Vintage Music (VM) and Elite Ceromonies (EC) are subject to these terms and conditions and are contained in any order, acceptance of quotation, confirmation or otherwise, issued by Halliday Hammond Consultancy Services Ltd. (HHCS)**

1.2 No person other than the proprietors of HHCS has authority to make any representation, give any warranty, or to agree with any valuation or addition to the contract; unless such representations or additions are expressed in writing and signed by the proprietors of HHCS.

1. **TITLE**

2.1 Until HHCS has received full payment of all sums due from the customer for goods/services supplied; such goods/services shall remain the property of HHCS.

1. **COPYRIGHT / INTELLECTUAL PROPERTY RIGHTS**

3.1 The Copyright/Intellectual Property Rights in any concept and design produced for the customer will be retained by HHCS. All copyrights, moral rights related rights, patents, supplementary protection certificates petty patents utility models, registered designs trademarks, trade names, service marks, design marks, design rights, database rights semi conductor topography rights, rights in unfair competition, rights in undisclosed or confidential information (such as knowhow, trade secrets and inventions, whether patent or not) and such applications for such rights as may exist anywhere in the world are protected. Note the **UK Registered design Patent No 3013668. (Whatsyatag.) This is also copyright protected and Trade Mark applications submitted.**

1. **DIVISIBILITY CLAUSE**

(A) The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.

(B) If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph (a) above, then any delay in the provision of such deliveries/and or service, or failure to deliver any further instalment or instalments, shall not entitle the Buyer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/serviced.

1. **INSOLVENCY**

5.1 If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company deemed unable to pay its debts or has a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against them, HHCS without prejudice to other remedies shall have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not).

1. **PAYMENT TERMS**

6.1The customer shall pay for the work done within 30 days from date of invoice. (Goods only) With regards to Disco and wedding services the account is payable 4 weeks prior unless account facilities are agreed in advance.

6.2 A deposit for disco and Ceremonies services is required (unless an exclusive account is agreed) and this will be at a rate of **20%** (max) payable at the time of booking. (*This deposit is non- negotionable or refundable and is an express term for the purposes of this contract*.)

6.3 If the full payment is not made upon the date specified, HHCS may at its absolute discretion charge interest from the specified day on a day to day basis at the rate of 4.5% per annum above Nat West Bank rate from time to time applicable. VM will also charge **£15.00** per letter sent and **£10.00** per telephone call, requesting late payments.

6.4 HHCS offer a money back guarantee if the DJ only services provided are NOT as indicated. Any such request for a refund in whole or part must be declared to the DJ within **2 hours** of the commencement of the event. All such refund requests will be considered within **7** working days but full payment pending the review is both expected and required. Any non payment even if notification is made within 2 hours is a direct breach of contract. If no notification is made within the 2 hour period no refund will be considered. (*This term applies to disco events only.)*

1. **LIMITATIONS ON LIABILITY**

7.1HHCS liability in contract, tort (including negligence and breach of statutory duty) or otherwise shall be limited to 50% of the amount payable to HHCS by the client in respect of the goods or services. (With regards to block bookings for disco services the amount payable is for 50% of the one event only.)

7.2 HHCS shall not be liable to the client for any indirect, consequential or incidental damages (including damages for loss of business, business information and the like)

7.3 In the event of a failure of utility services at the venue for a pre-planned wedding or disco event the full amount payable for the event is still required. (Failure of electricity may in effect render the event must be cancelled.) HHCS will however provide proof of payment for the client to seek costs from the Utility provider.) Such events cannot be rescheduled without the full costs being re-applied.

7.4 The client is responsible for ensuring all appropriate legal requirements are met surrounding licence/entertainment provisions.

**8. CANCELLATION POLICY.**

8.1 HHCS may cancel any contract for goods or services and all deposits paid refunded without dispute or reason providing 7 days written notice is provided. The full amount is payable by the client if notice is not provided within 60 days. For bookings taken without deposit which are 12 months in advance a **£200** cancellation fee is payable if cancelled at **any** time.

8.2 If the term 8.1 has not been complied with, an additional **£100.00** cancellation fee is also payable by the client in addition to the full contractual amount payable.

8.3 This entire amount will become payable by the client upon cancellation. Failure to pay clause 6.3 will apply.

8.4 Without prejudice to any other rights or remedies that HHCS may have, the client acknowledges and agrees damages alone would not be an adequate remedy for any breach by the client of the terms of this contract and that accordingly HHCS shall be entitled without proof of such special damages to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this agreement/contract.

**9. DURATION OF OBLIGATIONS.**

9.1 Notwithstanding any return or destruction of any confidential information, the obligations set out in this contract which will be sent with every order for goods/disco and wedding services will end 5 years from the date of contract (date sent to client by 1st class post) Postal rules apply. Without effecting the liability of either party for breach of the agreement/contract before then.

9.2 This contract explaining all terms express or implied will be accepted and binding on both parties if no written representations are made concerning such terms within 14 days of the contract being received, (such representations must be sent via recorded delivery.)

9.3 For the avoidance of any doubt the transmission of such notification of this contract or representations made by the client this may be affected by facsimile or post.

9.4 The time receipt shall in the case of the postal service be deemed to be two working days after the posting (by HHCS to the client) and in the case of facsimile at the time of completion of the transmission as evidenced by the transmission report. (By HHCS to the client.)

**10. ENTIRE AGREEMENT/CONTRACT.**

10.1 This agreement/contract is the whole agreement and understanding between the parties and supersedes any arrangement, understanding between the parties and supersedes any agreement/contract understanding or otherwise between them relating to the subject matter of this agreement.

10.2 This contract will be sent at all times together with a letter of confirmation an 'agreement' is in place and an invoice for services/goods provided. Nothing in this clause operates to limit or exclude any liability for fraud.

**11. ASSIGNMENT.**

11.1 Except as provided by HHCS no person company or otherwise may assign any of its rights under this contract/agreement or any document referred to in it.

**12. THIRD PARTY RIGHTS.**

12.1 Except as provided in this clause, this contract/agreement is made for the benefit of the parties involved and their successors and permitted assigns and is not intended to benefit anyone else. **The Contracts (Rights of third parties) Act 1999** does NOT apply.

12.2 Any variation waver of rights under this contract/agreement must be in writing and signed by or on behalf of all parties. Any waiver of rights under this agreement is only effective if it is in writing and it applies only to the person to which the waiver is addressed and the circumstances for which it is given.

**13. SEVERABILITY OF PROVISIONS**.

13.1 If any provision of the contract/agreement is found by any Court or administrative body of competent jurisdiction to be invalid, un-enforceable or illegal the other provisions of this agreement/contract will remain in force and valid.

**14. GOVERNING LAW AND JURISDICTION.**

14.1This agreement/contract and all disputes and claims arising out of its subject shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the non exclusive jurisdiction of the courts of England and Wales over any claim or matter arising out of or in connection with this agreement/contract and relates to both goods and services.

14.2 HHCS also fulfill obligations within the member states of the European Union (Disco events) on that basis the primacy of such disputes or claims will continue to be the courts of England and Wales.

**This agreement has been entered into on the following date;**

**Signed by:** Mr. B. M. C. HALLIDAY LLM LLB (Hons) (On behalf of Halliday Hammond Consultancy Services Ltd) (Director)

....................BM Halliday................................

**Signed by:** Mr. R.J.HAMMOND (Director and Co- Owner)

........RJ Hammond.............................