

Terms and conditions

Please read all these terms and conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these terms and conditions to make sure that they contain all that you want and nothing that you are not happy with. If you are not sure about anything, just phone us on 07746825951.

Application

1. These Terms and Conditions will apply to the purchase of the services and goods by you (the **Customer** or **you**). We are Dominic Chandler of 2 River Lane, Milton Ernest Bedfordshire, MK44 1SB with email address domplaysax@gmail.com; telephone number 07746825951; (the **Supplier** or **us** or **we**).
2. These are the terms on which we sell all Services to you. By ordering any of the Services, you agree to be bound by these Terms and Conditions. You can only purchase the Services and Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

Interpretation

3. **Consumer** means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession;
4. **Contract** means the legally-binding agreement between you and us for the supply of the Services;
5. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
6. **Durable Medium** means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;
7. **Goods** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
8. **Order** means the Customer's order for the Services from the Supplier as submitted following the step by step process set out on the;
9. **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
10. **Services** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;

11. **Website** means our website www.saxophoneplayerbedfordshire.com on which the Services are advertised.

Services

12. The description of the Services is as set out in the Website or other form of advertisement. Any description is for illustrative purposes only and there may be small discrepancies.
13. In the case of Services provided to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.
14. All Services which appear on the Website are subject to availability.
15. We can make changes to the Services which are necessary to comply with any applicable law or safety requirement. We will notify you of these changes.

Customer responsibilities

16. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representatives with access to any premises under your control as required, provide us with all information required to perform the Services and obtain any necessary licences and consents (unless otherwise agreed).
17. Should more than one performance session be required, an amount for waiting time will be charged.
18. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.
19. **SMOKING RESPONSIBILITIES – For all outdoor performances, smoking will not be permitted within 20 metres of the saxophonists performing area. The customer will need to ensure that smokers do not smoke within 20 metres and stop this if happening. If this action is not taken, the saxophonist has the right to suspend the performance, turning on background music, to then politely move the smokers in question out of the area to allow the performance to occur.**

Personal information

20. We retain and use all information strictly under the Privacy Policy.
21. We may contact you by using e-mail or other electronic communication methods and by pre-paid post and you expressly agree to this.

Basis of Sale

22. The description of the Services in our website does not constitute a contractual offer to sell the Services. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
23. The Order process is set out on the Website. Contact via details on the website.

24. A Contract will be formed for the Services ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Contract, but in any event not later than before performance begins of any of the Services.
25. Any quotation or estimate of Fees (as defined below) is valid for a maximum period of 30 days from its date, unless we expressly withdraw it at an earlier time.
26. No variation of the Contract, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.
27. We intend that these Terms and Conditions apply only to a Contract entered into by you as a Consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for you and which might, in some respects, be better for you, eg by giving you rights as a business.

Fees and Payment

28. The fees (**Fees**) for the Services and any other charges is that set out via the order confirmation (**Order Confirmation**) at the date we accept the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed hourly rate.
29. Any travel costs included in the quotation of the performance will be charged at a fixed rate of 50p per mile.
30. You must pay a non-refundable deposit of £100 by bank transfer to secure your booking. The remaining balance must be received 30 days before the date the service is provided.
- 30a. Any performances based at South Farm are charged at £50 greater than the quoted initial figure due to the commission taken from the venue for attending. This is to be paid with remaining final payment 1 month before the performance date.

Withdrawal and cancellation

31. You can withdraw the Order by telling us 30 days before the service is provided, if you simply wish to change your mind and without giving us a reason.
32. This is a **distance contract** (as defined below) which has the cancellation rights (**Cancellation Rights**) set out below.

Right to cancel

33. Subject as stated in these Terms and Conditions, you can cancel this contract within 30 days without giving any reason. Your deposit is non-refundable once paid to us.
34. To exercise the right to cancel, you must inform us of your decision to cancel this

Contract by a clear statement setting out your decision (eg a letter sent by post, fax or email).

35. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Commencement of Services in the cancellation period

36. We must not begin the supply of a service (being part of the Services) before the end of the cancellation period unless you have made an express request for the service.

Effects of cancellation in the cancellation period

37. Except as set out below, if you cancel this Contract, we will reimburse to you all payments received from you.

Conformity

38. We will supply the Services with reasonable skill and care.
39. In relation to the Services, anything we say or write to you, about us or about the Services, is a term of the Contract (which we must comply with) if you take it into account when deciding to enter this Contract, or when making any decision about the Services after entering into this Contract. Anything you take into account is subject to anything that qualified it and was said or written to you by us or on behalf of us on the same occasion, and any change to it that has been expressly agreed between us (before entering this Contract or later).
40. Please be aware that photography and filming will be taking place at the event. Any images captured may be used for publicity purposes and advertising. If you do not wish for images to be used in this way please confirm this in writing in order that we ensure that images from your event are not included.

Duration, termination and suspension

41. The Contract continues as long as it takes us to perform the Services.
42. Either you or we may terminate the Contract or suspend the Services at any time by a written notice of termination or suspension to the other if that other:
- a. commits a serious breach, or series of breaches resulting in a serious breach, of the Contract and the breach either cannot be fixed or is not fixed within 30 days of the written notice; or
 - b. is subject to any step towards its bankruptcy or liquidation.
43. On termination of the Contract for any reason, any of our respective remaining rights and liabilities will not be affected.

Circumstances beyond the control of either party

44. In the event of any failure by a party because of something beyond its reasonable control:
- a. the party will advise the other party as soon as reasonably practicable; and
 - b. the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery (and the right to cancel below).

Excluding liability

45. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) death or personal injury caused by negligence or breach of the Supplier's other legal obligations. Subject to this, we are not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to your business, trade, craft or profession which would not be suffered by a Consumer - because we believe you are not buying the Services and Goods wholly or mainly for your business, trade, craft or profession.

Governing law, jurisdiction and complaints

46. The Contract (including any non-contractual matters) is governed by the law of England and Wales.
47. Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Customer lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.
48. We try to avoid any dispute, so we deal with complaints as follows: Should a problem arise, please contact me at domplayssax@gmail.com. I will aim to respond within 5 working days.

Email address: domplayssax@gmail.com

Telephone number: 07746825951