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BELLINI ENTERTAINMENTS LTD CLIENT TERMS & CONDITIONS

All fees are to be negotiated by Bellini Entertainments Limited directly and exclusively. It is not permitted to use any photographs/video or any other media for any purpose whatsoever unless agreed with the Agency and confirmation received in writing. All fees must be paid in full. Whilst every endeavour is made to provide a satisfactory and efficient service to the Client, we cannot be held responsible for the conduct of staff supplied on an assignment. We reserve the right to negotiate within the structure of these Terms and Conditions. These Terms and Conditions are without prejudice to any claim against the Client. As a supplier of services, these Terms and Conditions take precedence over Terms and Conditions that may be received from the Client even when those Terms and Conditions have a similar clause to this.

Minimum Hours Staff can be booked for a minimum of 4 hours. Or 3 hours in the case of Tequila staff.

Payment Terms Deposit payments must be paid no later than seven days prior to the event. Without deposit funds being received no less than seven days before the event date Bellini Entertainments are not obliged to honour any agreements for the provision of staff or services. Where applicable a deposit invoice will be issued at the point of booking; deposit payment must be made via direct bank transfer (BACS) into Bellini Entertainments nominated bank account as per details on the invoice no later than seven days prior to the event date. Unless otherwise agreed in writing we do not accept payment by cheque. Balance invoices will be issued the day after the event date. Balance invoice payments are due within seven days of issue. Bellini Entertainments Ltd reserves the right to charge clients a daily interest rate of 20% of the balance amount for overdue payments. The definition of an overdue payment is any balance that is still owed beyond seven days of the balance invoice issue date. The agency reserve the right to use third party debt recovery agents to retrieve outstanding money owed to the company by debtors on debts that are outstanding for over 14 days. Debtors may be subject to additional fees placed on them via any third party debt recovery agents.

Confirmation of order Orders will be accepted verbally or in writing. Bellini Entertainments will confirm all orders to clients with a *Client Confirmation of Order and Booking Contract* that will outline all details of the booking and once returned having been completed by the client by typing their name and date and returning by email the *Client Confirmation of Order and Booking Contract* becomes legally binding. Any changes made to a booking by the client or BE will require a new updated *Client Confirmation of Order and Booking Contract* to be issued and returned before those changes are valid.

Cancellation Policy Eight or more full working days prior to the event: 50% of expected fees. Seven, Six, Five, Four, or Three full working days prior to the event: 85% of expected fees. 48 hours prior to the event: 100% of expected fees. 24 hours or less prior to the event - 100% of expected fees

For the purpose of these terms & conditions Bellini Entertainments will be referred to as the company or agency. The phrasing 'the employer' shall refer to any individual, business, firm or company who employs any applicant(s) introduced by the company. The phrasing 'employee' shall refer to applicants introduced to the employer by the company and engaged for employment and subsequently paid by the employer. The phrasing annual salary refers to the total gross payable by the employer to the employee in their first year of employment.

1. Should the employer or any of its related or associated companies or businesses engage an employee for employment in any capacity after introduction by the company, a fee shall be paid by the employer to the company in accordance with the following scale: A sum equal to 10% of any annual salary.
2. Please note that the above salary ranges are quoted as sterling and any other currencies will be converted to the relevant officially listed rate on the day of fee invoice.
3. The said fee shall be due to the company within fourteen days upon the employee commencing employment with the employer at any time after introduction by the company. The guarantee set out in clause 5 below will only be available to the employer if all fees due to the company have been discharged in full. The company reserve the right to charge interest on all overdue fees at the rate of 1.5% per month or part thereof on all overdue amounts both before and after judgement.
4. Should an employee employed on a permanent contract leave the employment of the employer within Twelve weeks of commencing employment, the company will persevere to replace the employee with an acceptable substitute free of charge. As an alternative the company will provide a fee refund as follows: Period of Employment Up to Four Weeks Applicable Refund 100%; Up to Eight Weeks Applicable Refund 50%; Up to Twelve Weeks Applicable Refund 25%; Twelve Weeks and over Applicable Refund 0%.
5. Any application for refund by an employer should be made in writing to the company within fourteen days of the date of termination of employment. In absence of such an application being received by the company within the stated period of fourteen days, no refund shall be given. The employer should notify the company immediately of an employee terminating their employment within 12 weeks of commencing employment, such notice to be given not later than 7 days after the employee leaves.
6. Any introduction by the company to the employer shall imply acceptance by the employer of these terms & conditions.

Introduction

The terms and conditions ("Conditions") set out herein apply to each agreement entered into between you and us for the provision of our Personnel to an Event. The Conditions shall apply to all agreements for the provision of Bellini Entertainments Services to the exclusion of all other terms and conditions unless we have expressly agreed to the contrary in writing.

Provision of Bellini Entertainments Services and Status

We agree: -

1. To provide the services as specified on Client Confirmation of Order and Booking Contract. Personnel shall be suitably qualified for the agreed purposes, and where required, they shall be checked for security purposes. Requests for security checks are to be requested by you, in writing or verbally and must be permissible under the Data Protection legislation.
2. To provide any agreed equipment as specified in the Client Confirmation of Order and Booking Contract. This shall remain our sole property. We reserve the right to re-enter the premises to collect any equipment.
3. We are your independent contractors. Our personnel are not your employees. We remain responsible for the payment of personnel fees.
4. Whilst we take every step to ensure our personnel attend all bookings, if, due to unforeseen circumstances, our Personnel fail to attend a booking, we accept no responsibility or liability whatsoever. We will however, endeavour to provide reasonable notice to any changes or absence to our personnel.

Your Obligations to our Personnel and us: You agree: -

- To provide high standards of safe equipment, machinery and vehicles, safe environment, work methods, systems and workplace for all personnel and any attending Bellini Entertainments supervisors.
- To take responsibility of Bellini Entertainments equipment prior to and after the event date including costumes, shot belts, holsters, glasses or any other equipment provided for use on the booking until collection is arranged by Bellini entertainments. If items are lost or damaged whilst in your possession appropriate replacement fees will be charged as follows: Standard costumes £60.00 per costume. Deluxe costumes £100.00 per costume. Shot belts £160.00 per belt. Glass sets £15.00 per set of 50 glasses.
- To supervise the personnel for the duration of the event in respect of the management and completion of the agreed project. This includes the supervision of the event site in respect of Health & Safety issues, which remain your sole province and responsibility. You are responsible for the health and safety of our personnel in conjunction with the booking to the same extent as if our Personnel were your employees. You will maintain adequate insurance cover to underwrite your obligations to our personnel.
- To comply with all statutory requirements affecting the event in so far as they affect personnel and attending Bellini Entertainment supervisors. This includes the provision of appropriate breaks, meals, drinks and sanitation. We expect our personnel to be afforded the respect and dignity they deserve as experienced, motivated people dedicated to your event.
- To accept full responsibility for the acts and/or omissions of our personnel arising out of the provisions of Bellini Entertainments Services and to be responsible for the direct control and supervision of personnel in respect of the work (within the scope of the provided services) at the event.

Data Protection Act We wish to advise all our Sole Trader customers that data regarding their business might be transferred to our financiers for the purpose of our obtaining sales ledger finance.

EVENT & PROMOTIONAL STAFF | CORPORATE HOSPITALITY | ENTERTAINERS | TEQUILA STAFF | BRAND AMBASSADORS

www.bellinientertainments.com

BELLINI ENTERTAINMENTS LTD REGISTERED IN ENGLAND REGISTRATION NO. 06758607

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