

# **These Terms & Definitions simply define George's rights as a Freelance employee and are more for your information than litigation purposes.**

## **WEDDING ARTIST TRADING TERMS & DEFINITIONS**

'The Wedding Artist' also trading as 'Spot On George' means the business carried out by George Williams. 'The Client' means the person or company who requests, has requested or buys the supply of services or goods. The 'Performance' mean the implementation of any of the services offered by 'Spot On George'. These terms and conditions will take precedence over any other terms and conditions appearing on any letter or document issued by the client, unless expressly agreed in writing by George Williams.

## **PERFORMANCE DEFINITION**

'Spot On George' agrees to provide a performance as a mobile or walkabout Caricature Artist to the client listed on the date at the time for the duration in consideration of the fee as detailed in the Schedule on the reverse.

## **PERFORMANCE TERMS**

'Spot On George' does not guarantee a specific amount of drawings per booking, unless previously agreed by both parties. 'Spot On George' provides his services as a performer strictly on an hourly basis and will not be deemed responsible for deviations in the schedule once terms have been agreed in writing by both parties.

## **PERFORMANCE SCHEDULES**

Performance times are subject to arrival time and duration of act is strictly as stated in the Schedule.

Agreed schedules can only be adhered to if there is no delay in the process of the performance by the client. Therefore 'Spot On George' shall not be held responsible for any consequential losses arising from the late running of schedules. Every effort will be made to achieve mutually agreed schedules. The Artist will undertake to contact the client as soon as practically possible, if for any reason a schedule becomes impossible or impracticable.

## **DRESS REQUIREMENTS**

'Spot On George' will at all times be presentably dressed in a manner to both suit the occasion and compliment the performance. A Tuxedo is not suitable performance attire and will only be worn if specifically requested by the client and with good reason. It should be noted that 'Spot On George' has several body tattoos and facial piercings, all of which are an integral part of the Artist's identity and none of which will be removed for any reason.

## **WITHDRAWAL OF LABOUR**

The Artist reserves the right to withdraw labour at any stage either before or during the performance in case of the following:

- a] 'Spot On George' deems performance conditions, including lighting & floor layout to be unsuitable to carry out his duties to the best of his ability
- b] if the terms and conditions laid out in this contract are not adhered to
- c] if the client or clientele become aggressive towards 'Spot On George' or use inflammatory language.
- d] if 'Spot On George' deems the Client or clientele to be too intoxicated, unable or otherwise unwilling to co-operate.
- e] if 'Spot On George' suffers any form of discrimination from client or clientele.
- f] where a hot meal has been requested in the rider and not supplied by the Client. usually a stipulation of wedding package 'D'

## **EQUITY MEMBER**

'Spot On George' is a full member of Equity and enjoys benefits such as Public Liability Insurance (£10m) and legal representation. Should any dispute arise, 'Spot On George' will call upon the support of Equity to represent his interests.

## **BOOKING FEE**

A nominal deposit or booking fee may be payable upon submitting of booking form, this fee is non-refundable, unless 'Spot On George' is unable to fulfill this contract for any reason not covered in these Terms.

## **PAYMENT**

Full payment of fees is expected before the performance can commence, all cheques must have cleared before date of performance. Cheque on the day is unacceptable. Paypal should not be used to settle full balances. Late payment will incur penalty charges of 1% gross fee per day late.

## **BACS DETAILS**

Santander Bank, S/C: \*\*\*\*\*  
Spot On Caricatures, Acc: \*\*\*\*\*  
**Paypal;** george@caricatures-uk.com

## **NI & TAX**

As a Sole Trader 'Spot On George' shall be responsible for his own National Insurance and Income Tax contributions.

## **VAT**

'Spot On George' is not VAT registered and so VAT will not be charged.

## **COPYRIGHT**

All original drawings produced by 'Spot On George' shall remain the copyright of 'Spot On George' in line with standard legal copyright law, unless specifically assigned to the client in writing by 'Spot On George'.

## **FORCE MAJEURE**

'Spot On George' shall be under no liability if he becomes unable to carry out any provision of the contract for any reason beyond his control including; Act of God, illness, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or mechanical failure.

## **TV APPEARANCES**

Should 'Spot On George' be required for a T.V. appearance this engagement may be rearranged or subcontracted with a minimum 72 hours notice, plus written proof of said T.V. appearance. In such cases all monies shall be refunded if requested.

## **SUB-CONTRACTING**

In the unlikely event 'Spot On George' should be unable to fulfill this contract, for reasons of Force Majeure or forced cancellation, 'Spot On George' will make every effort to sub-contract the engagement to an agreed third party, with maximum notice possible. In such cases, all monies are fully transferable or refundable.

## **LAW**

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.