

JP the DJ

Terms and Conditions

1. GENERAL TERMS

1.1. Terms

The following terms and conditions will apply to any booking made by a private individual for any party, reception, function or event and will form part of the Event Agreement between the parties.

1.2. Parties

In these terms and conditions, the booking person or company is hereinafter referred to as the CUSTOMER. The equipment is supplied by JP the DJ who is hereinafter referred to as the SUPPLIER. The DISC JOCKEY shall be the operator of equipment at the event.

1.3. Formation

The Event Agreement is made between the Customer (who declares that he / she is over eighteen years of age and is legally entitled to enter into such agreement) and the Supplier and these terms will be binding upon both parties.

1.4 General Terms

The following general terms and conditions are applicable to all Event Agreements entered into with the Supplier: –

In this document, unless the context otherwise requires, the masculine includes the feminine (and vice versa) and the singular includes the plural (and vice versa). If any provision(s) contained in any part of the Event Agreement is/are declared by any judicial or other competent authority to be void, voidable, illegal, or otherwise unenforceable, or indications of this are received by either of the parties from any relevant competent authority, the remaining provisions of the Event Agreement shall remain in full force and effect. The failure by Supplier to enforce at any time or for any period any one or more of the provisions of the Event Agreement shall not be considered to be a waiver of such provision(s) or of the right for the Supplier at any time subsequently to enforce all such

provisions and time shall not be of the essence in respect of any enforcement action taken by the Supplier. Headings contained in any part of the Event Agreement are for reference purposes only. The Event Agreement shall be governed by, and construed in accordance with, Scottish law. It is hereby irrevocably agreed and accepted that the Courts of Scotland are to have exclusive jurisdiction to settle any claim, difference or dispute (including, without limitation, claims for set-off or counterclaims) which may arise. The Supplier reserves the right to change these terms and conditions at any time with reasonable written notice. Any breach of any conditions of the Event Agreement may result in the Disc Jockey either refusing to perform or ceasing performance before the end of the allotted time or the Supplier refusing to hire or provide any service, or ceasing to hire or provide any service before the end of the allotted time. In each such instance, no recompense shall be made to the Customer.

2. EVENT BOOKING

2.1 Booking Process

An Event is not confirmed until the signed Event Agreement is received by the Supplier along with the deposit. A booking date is held for 14 days from the date of enquiry and will then be released for other bookings if the signed Event Agreement is not received.

2.2 Booking Fee

A booking fee as detailed on the Event Agreement is required. If the Event is cancelled by the Customer up to 28 days before the date it is due to take place then the booking fee will be returned to the Customer.

2.3 Payment of Balance

Payment of the Balance should be made at least 14 days in advance of the Event or by prior agreement, in cash at the event before commencement of services. The Disc Jockey will not operate unless full payment has been made.

2.4 Extension of Service

The total fee quoted is in respect of a performance and supply of the services during the

times and on the date specified in the Event Agreement.

If the Customer requests that the performance time be extended or that additional services be provided, then the additional period, services and fee must be agreed with the Supplier, and either:-

(If the performance extension is requested once the performance has already started) paid in cash prior to the start of the performance extension, or (if requested after the Event Agreement has been entered into but prior to the event) a supplementary contract must be entered into by the Customer agreeing to the additional charge, and payment made there for in the same manner as the remainder of the balance outstanding shown on the Event Agreement. Extension of service is at the discretion of the Disc Jockey and the Venue.

2.5. Cancellation

The Customer should inform the Supplier in writing of cancellation. The cancellation policy is as follows: less than 7 days before event = customer liable for full fee, less than 28 days before event = loss of booking fee, over 28 days before event = no charge (all payments refunded)

2.6 Forfeiting Right to Use

When a booking has been formally cancelled the Customer forfeits any rights to use the services of the Supplier on that date, irrespective of any booking or cancellation fees paid.

3. PERFORMANCE AREA

3.1 Access to electrical sockets

The Customer must ensure that the Supplier has access to two 13-amp 230-volt standard electrical sockets at the Disc Jockey working position. The sockets must be no further than 5 meters from the performance area.

3.2. Space to work in safety

The performance area must be at least 4m x 2m, and a minimum ceiling height of 2.4m.

The Disc Jockey's working position must not obstruct any emergency exit route, and must allow enough space for the Disc Jockey to operate in safety and comfort.

3.3. Location of equipment

The Supplier's equipment should not be placed directly onto a dance floor to avoid vibration damage.

3.4. Bands and other Performers

When working alongside another act (band/soloist/comedian/etc.) it is requested that the client provide contact details of the artist(es) so we can liaise with them should the need arise. It is also the client's responsibility to ensure that there is enough space for the Disc Jockey to set all equipment up.

3.5. Marquee and Outside Performances

If the event is to be held outdoors or in a marquee, a suitable dry, solid and level area shall be provided for set-up of the equipment. It shall be the Customer's responsibility to ensure a suitable and stable power supply is provided to power the equipment.

4. EVENT

4.1 Provision of equipment, personnel and music

The Supplier will supply sufficient music to suit the occasion; (if booked) a mobile disco including equipment for playing and amplifying recorded music, lighting and other effects to suit the occasion and venue; a Disc Jockey and where deemed necessary an assistant; and any other equipment and services listed under 'Packages' on the Event Agreement form.

4.2 Responsibility for Guests

The Customer is responsible for the behaviour of his / her guests. The Supplier or Disc Jockey will not tolerate anti-social behaviour by the Customer, guests or other staff at the venue. Threatening or aggressive language and behaviour will not be tolerated and the Disc Jockey reserves the right to cease performing if the situation is deemed to be

unacceptable working conditions. The client shall be responsible for the behaviour of guests. In particular, it should be ensured that all children are supervised. Guests should not interfere with the equipment and equipment should be safeguarded against theft, damage or other risks, from the moment of arrival at the venue to the moment of final departure. Please note, any loss of or damage to equipment, other than that caused by fair wear and tear, will be charged for.

4.3 Responsibility for Equipment

If the Customer requests an early setup, necessitating that equipment be left unattended for any period, the Customer shall be responsible for the same as per the preceding paragraph.

4.4. No implied right to use

Where the equipment has been set up earlier in the day at the request of the Customer and left unattended until the time of the Disc Jockey's performance, no right for the Customer, the Customer's guests, or any other person to use such equipment is conferred or inferred (other than for any supplemental equipment listed under 'Packages' in the Event Information section of the Event Agreement which is being supplied specifically for the use of the Customer) and the Customer undertakes to ensure that no-one uses or interferes with the equipment in any way and accepts all responsibility. The Supplier does not allow the use of equipment for other performers unless specifically detailed in the Event Agreement or arranged in advance of the event.

4.5. Strobe, smoke, haze and other effects

The Supplier cannot be held responsible for the way some people may be affected by strobe lighting or any other lighting, sound, bubble, smoke, haze or any other effect that may be used. The Customer must advise the Disc Jockey prior to the start of the performance if any effect should be avoided. We will at all times post notices warning guests of the use of such effects.

4.6. Equipment Failure

The Supplier operates regularly serviced and maintained good quality sound and lighting

equipment. In addition, spare equipment will be carried by the Disc Jockey. In the rare event of any equipment failure, an on site repair will be attempted. If however there is an irreparable breakdown in all lighting, a refund of 25% will be given. If there is an irreparable breakdown in the Suppliers sound and lighting equipment, a refund of up to 100% will be given, but this will be the limit of the Supplier's liability to the Customer. The Supplier or the Disc Jockey shall not be liable for loss of sound or lighting due to power loss caused by the venue or generators supplied by the Customer (or Customer's Third Party). In calculating the refund given, the factors that will be considered will be the nature of the breakdown, the amount of the equipment that is affected and the duration of the breakdown.

4.7 Force Majeure

The Supplier shall be entitled to terminate this contract without liability if for any reason beyond its control the Disc Jockey is unable to perform, due to fire or theft of equipment, illness or breakdown of vehicle or Act of God. The Supplier will use all reasonable endeavours to locate a replacement Disc Jockey, but in the unlikely event of a non-performance all monies paid will be refunded, but this will be the limit of the Supplier's liability to the Customer.

4.8 Media

From time to time, the Disc Jockey may take photographs or short video clips at events. We may use these for promotional media to advertise our services. If you do not wish for pictures or video clips to be taken, please notify the Disc Jockey in advance of the evening. We will not use or specifically take pictures of children. Copies of the photos or video clips taken can be provided to the customer free of charge upon request.

4.9. Children's parties

In addition to the above, the following Terms and Conditions will be incorporated into the Terms and Conditions for Children's Parties: –

The Promoter will provide sufficient adult supervision of the Children attending the Event. The supervising adults will provide the Disc Jockey with assistance in the organisation of the children during any games played at the Event. The supervising adults will ensure that

the Children do not interfere with the disco equipment or prevent the Disc Jockey from performing his duties of playing music and organising games (if required).

4.10 Late Running

The Disc Jockey will be available from the start time in the Event Agreement (except for Force Majeure). The Supplier shall not be liable to extend the performance or provide refund due to late running of prior events such as, but not limited to meals, presentations or speeches.

5. MUSIC

5.1 Requests

The Supplier will take music requests as part of the Event Agreement and the Disc Jockey will, unless notified in advance, take requests at the Event. The Supplier and Disc Jockey are not liable for non-delivery of music requests for whatever reason including, not limited to, non-availability, unsuitability, timings, or force majeure.

5.2 Third Party Sources

Unless specifically agreed in advance and where proof of ownership can be shown, we DO NOT play music from third party sources, such as, but not limited to CDs, iPods, Memory Sticks, Mobile Phones or Laptops.

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