



47 WASHINGTON DRIVE – CARBROOKE – NORFOLK - IP25 6GY
01953 880133 – 07809 647229

TERMS OF BOOKING

- 1.** The booking of Amplified Music Mobile Roadshow, hereinafter referred to as the DJ, will only become a confirmed booking and the date for this event reserved once the DJ has received the reservation fee from the person or persons placing the booking, hereinafter referred to as the Client, as detailed in the booking schedule. Until such time, the booking will be treated as an enquiry only, and the DJ reserves the right to accept an alternative booking for this date without notice.
- 2.** This contract shall reflect any verbal agreement, and shall include any terms and conditions agreed prior to its issue, and shall be deemed accepted once a booking fee has been received.
- 3.** In the case of an event held for a person or persons under eighteen years of age, a representative aged eighteen or over must sign this contract and accept responsibility for it. Identification may be required at the DJ's discretion.
- 4.** Neither the Client nor the DJ may make any alterations to this contract without the prior mutual approval of both the Client and the DJ.
- 5.** The DJ and the Client offer assurance that no previous contract exists which may prevent the DJ from fulfilling the performance referred to in this contract and that subsequently, no such contract will be entered into. If a booking has been confirmed and the DJ attends the venue to find another service provider has been booked, the full agreed fee shall be payable.
- 6.** Financial settlement must be in full, and made at any time prior to the performance. If payment is by cheque, it should be made payable to "Mr D W I Broadrib" and presented no later than twenty one days prior to the performance to allow time for the DJ to confirm that the cheque has cleared. The DJ reserves the right to delay or cancel the performance if payment is not received in accordance with this stipulation. If performance time is requested in excess of that agreed in the schedule, the performance of such will be at the discretion of the DJ and subject to additional fees. Any such additional fees must be paid to the DJ in cash and in advance of the extra services being performed.
- 7.** In the event of the Client wishing to cancel this contract for any reason, any reservation fee made will be forfeited. If a cancellation is made within twenty-four hours of the agreed start of the performance, the whole of the agreed fee will remain payable. Any cancellations must be made in writing.
- 8.** In the event of the DJ being unable to appear for any reason, the DJ reserves the right to substitute another mobile disco of comparable or better quality, and Amplified Music Mobile Roadshow will pay any additional costs. The Client will be notified of any such replacement as soon as possible and the opportunity given to cancel the agreement with all monies paid refundable. In the event of the DJ having to cancel the service due to injury, illness or other unforeseen event beyond the DJ's control, and being unable to provide an alternative DJ, the DJ will be liable for a sum up to, but not exceeding the portion of the agreed total fee paid up to that point by the Client for this performance.
- 9.** If the DJ's performance is delayed or curtailed for any reason other than events or circumstances caused by the Client's nonadherence to these terms and conditions, the fee paid will be partially refundable on a pro rata basis in half hour increments or part thereof for services not rendered.
- 10.** The DJ shall be in no way held liable for breach of by-laws or conditions under which the venue is leased, hired or entrusted to the Client. The Client is responsible for ensuring that all appropriate licenses as required by law for this event at the stated venue are in force at the time of the performance.
- 11.** The Client will ensure that the venue is reserved for an adequate length of time in accordance with the schedule and that a suitable length of time has been allowed for the installation, and dismantling and removal of equipment, as agreed in the schedule. If the finishing time as agreed in the schedule including time allowed for dismantling and removal of equipment is found to be later than that allowed at the venue and the performance has to be curtailed, or the start of the performance delayed due to insufficient time being allowed to set up the equipment, no refund will be given.

12. The Client will ensure that the venue will allow the DJ adequate access for the setting up and taking down of any equipment, and unloading and loading. If the performance time is delayed or curtailed due to the inability of the DJ to gain reasonable access to the required area, no refund will be given.

13. The Client will ensure that there are at least two serviceable and safe 13A mains supplies in the performance area, and that these are not under the control of any sound level detection devices or other automatic power control equipment. The DJ, at his/her discretion, reserves the right to discontinue part or all of equipment usage if in the DJ's opinion the power provided is not capable of operating the DJ's equipment without risk of damage, or there exists a risk of injury to the public, the DJ or anyone accompanying the DJ, or if the working environment constitutes a health and safety risk. In the event of the performance having to be delayed, curtailed or cancelled for any of these reasons, no refund will be given.

14. The DJ assures the Client that any equipment used for this event which requires connection to mains electricity has been regularly tested for safety and conforms to the HSE EAW Act 1989, and any amendments thereafter.

15. The surface on which the DJ is to perform will not be earth, gravel, grass or any other unstable surface, and the surface must be adequately level. If applicable, the customer agrees to furnish a facility that completely and safely protects the DJ's equipment from direct sunlight, rain or other contaminants. The DJ reserves the right to cancel the performance if these conditions are not met, under which circumstances no refund will be given.

16. The DJ will ensure that his/her conduct is appropriate throughout the attendance at the venue, and will respond to the Client's reasonable requests as to location of equipment and sound pressure levels.

17. The Client will ensure adequate security and supervision of guests, customers and staff at the venue, as the DJ will not be held responsible for the behaviour and safety of anyone in attendance. The Client will provide and maintain adequate adult supervision at all times for those in attendance under eighteen years of age.

18. The DJ will not tolerate any violent, aggressive or abusive behaviour from anyone. The DJ reserves the right to suspend or terminate services at any time without refund should the DJ feel that his/her personal safety or the safety of his/her equipment is under threat. Any mistreatment or abuse of the DJ or anyone accompanying the DJ, in any way may, at the DJ's discretion, also result in the immediate suspension or termination of services without refund, and the DJ reserves the right to claim damages against any such person(s).

19. The Client agrees to assume complete liability for all claims of personal injury or property damage arising, either directly or indirectly, from the engagement of the DJ and hold the DJ blameless in all such cases, except when due exclusively and directly to the DJ's negligence.

20. The Client will be responsible for any theft of, or damage to (excluding wear and tear), equipment belonging to, or hired by the DJ, caused by anyone in attendance at the event during the contracted time period including the time allowed for setting up and packing away, unless such damage is due exclusively and directly to the DJ's negligence. The full retail cost of any repairs or replacement required will be charged to the Client who will be advised of any damage as soon as it is reasonably possible.

21. All errors and omissions excepted.