

# **Terms and Conditions**

## **DJ/Live Entertainment Act/Production Service**

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#### **Definitions of Law**

- (a) The Service shall mean DJs, live entertainment act(s), production services and all other services, goods, components or other items hired by J.R. Discos and Events
- (b) "The Client" is the person, firm, corporate or public body, hereafter referred to as "You" or "The Client", hiring the services and/or equipment.
- (c) The "Company" is J.R. Discos and Events hereafter referred to as "J.R. Discos and Events", "Us", "We" or "The Company"
- (d) Consequential Loss shall mean loss of profits, contracts or any other consequential loss or damages whatsoever unless due to the negligence of J.R. Discos and Events.
- (e) The Contract shall be interpreted and applied in accordance with presiding law and the Parties to this contract agree to submit to the exclusive jurisdiction of regional courts.

1.1 The Contract reflects the verbal agreement. It shall include any Terms agreed prior to its issue.

1.2 It shall be deemed un-accepted unless the booking form and retainer Deposit is received by J.R. Discos and Events within 7 working days of the issuing date.

1.3 No alterations may be made to this Contract by The Client/DJ/Live Entertainment Act/Production Service without prior approval consent from J.R. Discos and Events.

1.4 By completing and sending the Booking Form, you agree that you are making a confirmed Booking and entering into a Contract, which carries your acceptance, in full, of the Booking Terms and the Service that J.R. Discos and Events will provide to you as the "The Client".

2 Deposit: you agree to our Deposit which is payable in advance to secure Entertainment and/or Production Services. The Deposit is deducted from the Fee quoted.

2.1 Overtime Charge: Any extension to the agreed timescale will be charged in addition to the Booking Fee per half-hour (or part half-hour), thereafter, which shall be payable in advance before commencement of extended Entertainment and/or Production Services.

3 The Client shall have the right to cancel the booking by serving upon J.R. Discos and Events not less than 30 clear days' notice in writing. In the event of The Client wishing to cancel this Contract agreement for any reason other than Act of God or National Disaster, any advance Deposit payment will be forfeited.

3.1 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within sixty days of the event date.

3.2 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within forty days of the event date.

3.3 The whole of the agreed fee will be due if the cancellation is within 30 days of the event date.

4 In the unlikely event that J.R. Discos and Events is unable to attend personally due to accident or sudden illness, J.R. Discos and Events shall endeavour to provide a suitable substitute offering a similar Service at no additional charge to The Client. This does not apply in circumstances detailed below.

4.1 Force Majeure – J.R. Discos and Events will not be liable for failing to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

5.1 The Client will appreciate that suitable time for Venue access, safe installation and dismantling and safe removal of equipment from Venue is required in addition to performance time. Therefore, The Client and The Venue will allow suitable time for the installation and dismantling and removal of equipment (up to 60 minutes each side of the booking times unless otherwise previously agreed). Where appropriate, The Client will also inform The Venue, in advance, of J.R. Discos and Events requirements.

5.2 J.R. Discos and Events shall not be liable for any additional charges levied to The Client by The Venue in relation to load-in and/or load-out timescales.

6 Performance time and 'over-time' is restricted to a maximum of eight hours in a 24-hour period. Unless already agreed at the time of booking, The Client agrees to make provision for suitable overnight accommodation to the satisfaction of all DJs/Live Entertainment Acts/Production Service providers and directly associated crew, if this time is exceeded or expected to be exceeded.

7.1 The Client will ensure that safe and adequate power is available for the provision of the Entertainment/Production Service(s) booked.

7.2 The Client ensures that they have verified The Venue power sources are electrically safe and conform to the HSE EAW Act 1989, and amendments thereafter. Copies of Venue Electrical Installation Safety Certificate (Periodic Inspection Report to NIC EIC standards) must be made available upon request by The Venue under LAW.

8 The Client will inform J.R. Discos and Events prior to Event Date confirmation of The Venue sound limiter installation. Please note: J.R. Discos and Events reserves the right to decline providing Service at Venues with a sound limiter installed.

9 The Client agrees that any re-engagement of Contracted DJ/Live Entertainment Act(s)/Production Service(s) must be transacted through J.R. Discos and Events.

9.1 Any enquiry to the DJ/Live Entertainment Act(s)/Production Service(s) in respect of any engagement by guests, customers and/or staff must be transacted through J.R. Discos and Events.

9.2 Contracted DJ/Live Entertainment Act(s)/Production Service(s) agree not to supply, show or exchange own personal business card or personal telephone number or personal business service literature before, during or after performance.

10 J.R. Discos and Events will respond to The Client's reasonable request(s) and conduct themselves in a professional manner throughout attendance at The Venue.

10.1 J.R. Discos and Events will respond to The Venue management's reasonable requests such as volume, siting of equipment and or any other reasonable request(s).

10.2 J.R. Discos and Events) shall be in no way liable for breach of Byelaws or Conditions under which The Venue is leased, hired or entrusted to The Venue management.

10.3 The Client will notify J.R. Discos and Events of that all appropriate licences as required by law are in force at the time of the Event.

10.4 J.R. Discos and Events agrees to provide proof of Public Liability Insurance and all necessary certifications as required by The Venue.

11.1 The Client agrees to provide adequate supervision of guests and will ensure that The Venue management adequately supervises customers and or staff on site premises.

11.2 Where the function may include guests under the age of 16 years, The Client (or parent/guardian) is responsible for the behaviour and safety of any minors attending The Venue. The Client will always provide and maintain adequate adult supervision for guests under the age of 16 years, and J.R. Discos and Events will not be liable for the supervision of minors.

12.1 Unwarranted abuse or threatening behaviour from The Client's guests, The Venue management and/or The Venue staff will not be tolerated and will result in the Service being terminated with immediate effect with no loss to the DJ/Live Entertainment Act(s)/Production Service(s) or J.R. Discos and Events.

12.2 The Client agrees that compensation for any loss of or damage to DJ's/Live Entertainment Acts'/Production Services' equipment, vehicle(s) and/or personal belongings caused by The Client's guests, Venue customers and/or Venue staff may be sought, including any additional costs.

13 The Client agrees that the confirmed event start, and finish times as specified in the Contract are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of J.R. Discos and Events and the management of The Venue. See 2.1 for 'Overtime Charge'.

14 J.R. Discos and Events will accept music lists and requests in advance of functions and will endeavour to play a reasonable number of The Clients' chosen requests, provided such requests are submitted in writing or via J.R. Discos and Events online portal at least two weeks before the event. The Client also agrees that J.R. Discos and Events cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

15 Where The Client requests that J.R. Discos and Events start the Contracted Service at an earlier time prior to the actual start of the function, The Client acknowledges that a tiered charge may be made for this additional service, and that this service will be subject to availability. In addition to any previously agreed charges, if J.R. Discos and Events should arrive at The Client's Venue at any earlier, pre-arranged time, and are unable to access The Venue to set up the equipment or are prevented from doing so by The Venue management, then The Client shall be charged standing time at the hourly rate discretion of J.R. Discos and Events which must be settled in full before commencement of main Service.

15.1 J.R. Discos and Events will not be liable for any refund, in part or whole, where 'we' are late accessing The Venue purely because of earlier events over-running, or where 'we' are prevented from accessing, setting up or providing our professional services by The Venue management. Neither will J.R. Discos and Events be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

15.2 Where the Venue does not have its own parking facilities, J.R. Discos and Events reserves the right to pass on any additional parking fees for refund by The Client. Please note that in accordance with Health and Safety laws, J.R. Discos and Events will refuse to work at Venues where illegal or hazardous parking is

required in order to unload a vehicle. This also applies to general health and safety concerns within The Venue such as navigating cluttered or unlit stairways and exits.

16.1 Where J.R. Discos and Events is engaged to work alongside a DJ/Live Entertainment Act(s)/Production Service(s) from another supplier, it is The Client's responsibility to ensure that adequate space exists within The Venue for all DJs/Live Entertainment Act(s)/Production Service(s) to set up their equipment and that separate power outlets exist. See 7

16.2 J.R. Discos and Events and Contracted DJ(s)/Live Entertainment Act(s)/Production Service(s) will NOT accept liability for any equipment directly or indirectly connected to ours that has not been PAT tested and does not comply with electrical safety regulations.

16.3 We reserve the right to refuse to connect any equipment to our own if we deem it unsafe.

17 Where the event is being held in a marquee, The Client will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 5 metres of this area. Please note: Bad Weather or impending bad weather on the day will not allow J.R. Discos and Events to commence entertainment outdoors under any circumstances. J.R. Discos and Events accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

18 Where Background Music is supplied by J.R. Discos and Events, this will be on an iPod to plug into The Venue's in-house system (it is The Client's responsibility to ensure this can be done) or the music will be played through the disco pa system from the position where the DJ is set up (unless otherwise previously agreed).

19 All media or content for presentations must be delivered to J.R. Discos and Events at least two weeks prior to the event and in a format specified by J.R. Discos and Events. J.R. Discos and Events cannot guarantee that content delivered past two weeks before the event will be a) be displayed b) work correctly.

## LIVE ENTERTAINMENT

20 For Live Entertainment bookings, prices agreed are for an arrival time no more than 2 hours before the Live Entertainment Acts' performance starts. If the Live Entertainment Acts' involvement in the event requires them to be there more than 2 hours before the performance starts, then we may have to charge an early arrival fee.

21 If possible, The Client will provide the Live Entertainment Act(s) (including associated crew) with a clean, safe and secure dressing room for the duration of their stay at The Venue.

22.1 Wherever possible the Artist/Act should utilise the line-up as represented to The Client, unless the need arises to? substitute a performer due to unforeseen circumstances.

22.2 The Artist/Act will have Dep performers on-call to cover all eventualities and reserves the right to use one or more of these should the need arise.

22.3 The Artist/Act agrees that any Dep performers utilised will have equivalent ability and represent the Artist/Act to the customary way the Artist/Act has portrayed themselves to J.R. Discos and Events and/or The Client.

22.4 If a suitable Dep performer is available, the Artist/Act will utilise them rather than cancel the Booking.

22.5 A reduction in fee for the use of a Dep performer is not applicable and neither does it constitute grounds for Cancellation unless the Artist/Act being replaced is of significant celebrity.

22.6 On occasion, band line-ups may be subject to change and this may occur without notice unless the band is of significant celebrity.

23 The Client will provide all members of the Live Entertainment Act(s) (including associated crew) with a free supply of still water and soft drinks for the duration of their stay at The Venue (a tab should be set up at the bar if possible).

24 The Client will provide one \*substantial\* hot meal for each member of the Live Entertainment Act(s) and all directly associated crew at a time previously agreed (sandwiches are not acceptable). Failure to do so could result in an additional fee to The Client.

25.1 It is expected that the Live Entertainment Act's involvement will run to time within 30 minutes of the schedule stated on the Contract.

25.2 The Live Entertainment Act(s) (including associated crew) reserve the right to modify their involvement to bring the event back on schedule if it is running late.

25.3 If your event is running in excess of 30 minutes late and you require the Live Entertainment Acts' (including associated crew) involvement to be extended past the agreed scheduled times, extra time will be charged at £40 (excl. VAT at current UK rate) per musician and directly associated crew per half hour period ending before midnight, and £50 (excl. VAT at current UK rate) per musician and directly associated crew per half hour ending after midnight. Such an extension will only be granted if agreed to by all the affected musicians and associated crew.

25.4 The Live Entertainment Act(s) booked performance time shall run consecutively from the advised start time unless previously arranged and agreed in writing.

26.1 If free parking is not available at The Venue for all Live Entertainment Acts' members (including associated crew) for the full duration of their stay then The Client must pay all such expenses in FULL whether they are included/estimated in the original quote/Contract or not.

26.2 If the Live Entertainment Act(s) (including associated crew) incur any congestion charges when travelling to a The Client's event that are unavoidable The Client must pay all such expenses in FULL whether they are included/estimated in the original quote/Contract or not.

27. The Client shall be responsible for ensuring compliance with all statutory provisions and local authority regulations applying to the engagement, for all insurance against public liability or any other contingency, and for all necessary PRS (Performing Rights Society) and PPL (Public Performance Licence) licenses.

(u) In signing the Contract, I agree that I have read the Terms and Conditions and acknowledge details contained herein are correct.