

Disco Booking - Terms & Conditions

This contract reflects the verbal agreement. It shall include any terms agreed prior to its issue. It shall be deemed un-accepted unless the booking form and non-refundable deposit is received by DJ Mark Louisy trading as 'Book A Party DJ' within 7 working days of the issuing date. No alterations may be made to this contract by client / contracted DJ / crisis cover entertainers without prior approval consent from Mark Louisy. Please Note: by completing and sending this 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.

This is a booking and Terms & Conditions for services between **DJ Mark Louisy (trading as 'Book A Party DJ')** and **CLIENT NAME**

These terms and conditions are governed by English law and we all agree to submit to the exclusive jurisdiction of the English courts.

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1. Supplier Details

DJ Mark Louisy trading as 'Book A Party DJ'

07887695601

info@bookapartydj.com

www.bookapartydj.com

2. Client Details

TELEPHONE NUMBER

EMAIL ADDRESS

3. Event Details

Dates: DATE

Location: TBA

DJ performance: TIME to TIME

Services: DJ Mark Louisy trading as 'Book A Party DJ' will provide a DJ, necessary equipment for music and party lighting.

4. Quotations

All quotations are made by **DJ Mark Louisy** without obligation, and we reserve the right at any time to vary any quotation or part thereof, or to refuse acceptance of any order without assigning any reason for such refusal, although once the deposit has been paid the price will be fixed.

5. Payment

The client agrees to pay the following

The Total Fee is **£XXX.00** and is made up of a non-returnable deposit and a balance payment.

The Deposit Payment of **£75.00** is NON-RETURNABLE and is due now to secure the date.

The Balance Payment of **£XXX.00** must be paid and cleared no later than DATE (3 weeks before event date).

6. Cancellations

The client agrees:

This booking takes the event date off the availability calendar preventing any other enquiry or booking being made.

Planning and preparation may commence immediately. This makes the deposit non-returnable unless DJ Mark Louisy trading as 'Book A Party DJ' is at fault.

The client may cancel this agreement by notifying DJ Mark Louisy / 'Book A Party DJ' by email.

However you agree that the amount of the deposit is non-returnable and the balance payment will still be due depending on the number of days notice provided.

Cancellations within 60 days of the event date require 100% of the total fee to be paid to DJ Mark Louisy trading as 'Book A Party DJ' unless an alternative booking for the same date and value can be made.

You will not have to pay the balance if you notify DJ Mark Louisy / 'Book A Party DJ' more than 60 days before the event date. The deposit is non-returnable.

DJ Mark Louisy trading as 'Book A Party DJ' agrees:

DJ Mark Louisy trading as 'Book A Party DJ' agrees to protect the date and provide all services as promised unless there are unavoidable circumstances beyond his control. In the unlikely event that a member of staff from DJ Mark Louisy trading as 'Book A Party DJ' is unable to attend, DJ Mark Louisy trading as 'Book A Party DJ' shall endeavor to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.

These are known as "Force Majeure" or "Acts of Nature". DJ Mark Louisy trading as 'Book A Party DJ' 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, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

7. Venue Access

The client needs to ensure the following:

The venue is to permit the most efficient route to minimise manual handling. This includes bringing a vehicle close to the building and generally taking the shortest route possible.

Time is required before the event to bring equipment in, assemble and test before getting ready. Minimum of 1 hour before depending on access.

Time is required immediately after the event to disassemble and remove equipment before leaving. Minimum of 40 minutes (ideally 1 hour) depending on access.

8. Additional set up charge

Where the client requests that DJ Mark Louisy trading as 'Book A Party DJ' set up DJ equipment 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 DJ Mark Louisy / 'Book A Party DJ' staff should arrive at the clients 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 DJ Mark Louisy (trading as 'Book A Party DJ') which must be settled in full before commencement of main entertainment.

8.1 Late access: DJ Mark Louisy trading as 'Book A Party DJ' will not be liable for any refund, in part or whole, where 'we' are late accessing the venue and setting up 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 DJ Mark Louisy trading as 'Book A Party DJ' be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

8.2 Access and Parking: Where the venue does not have its own parking facilities, DJ Mark Louisy trading as 'Book A Party DJ' reserves the right to pass on any additional parking fees for refund by the hirer. Please note: that in accordance with Health and Safety laws, DJ Mark Louisy will refuse to work at venues where illegal or hazardous parking is required in order to unload vehicle. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.

8.3 Winter Performances: The venue management and or hirer must ensure that all ice and snow is cleared from the entrance and exit to the venue, where DJ Mark Louisy staff are to unload and load their vehicles prior and after performances. Our staff are instructed not to unload or load until the access area is clear. If any injury occurs to DJ Mark Louisy staff / representatives or damage equipment due to untreated snow and ice, we may seek compensation for injuries and or damage to equipment.

9. Performance Area

The client needs to ensure the following:

LOCATION: A space measuring at least 2 metres wide by 1.5 metres deep is needed for the main working position.

Additional space for speakers (one to the left and one to the right) is also needed each measuring 1 metres wide by 1 metre deep.

The surface needs to be flat, stable, dry and the working area / equipment protected from damp / wet weather.

Smoking is not to be permitted in or near this area.

ELECTRICITY SUPPLY: Safe and adequate electrical power is to be available for performance use.

The main performance area needs a minimum of one non-shared 13 amp socket that is close by.

If audio or lighting equipment is needed elsewhere then access to power needs to be nearby as well.

If the supply is via a temporary source such as a generator then this must be adequate to supply all expected users at the same time and for sensitive electrical equipment.

10. Venue Restrictions

The venue may have a Premises Licence with restrictions to prevent loud noise disturbing their neighbours or residents.

The client agrees that staff of DJ Mark Louisy trading as 'Book A Party DJ' have to follow instructions from the venue in terms of where music can be played, the volume level and when it must stop.

Some venues have a *noise limiter* or *sound limiter*. This is a device that will cut the power supply if the volume levels are too high. The venue should tell us both what the threshold is and what it means.

11. Complaints

The DJ Mark Louisy trading as 'Book A Party DJ' business is all about providing an exemplary service. If for any reason you are not happy with anything then please talk directly to him so we can find the best solution.

If during the event you need DJ Mark Louisy (trading as 'Book A Party DJ' staff to do something or do it differently, please talk to the DJ Mark Louisy / 'Book A Party DJ' staff member in person. If what you need is possible, this is the quickest and most efficient way for DJ Mark Louisy (trading as 'Book A Party DJ') to help you.

If you wish to make an official complaint then please send it to me by email so we both have a permanent copy. If an immediate response is not possible because further information or an investigation is required then I will acknowledge receipt first.

12. Behaviour

Abusive behaviour or threats towards DJ Mark Louisy / 'Book A Party DJ' staff or equipment / belongings from anyone including yourself, guests, venue management, venue staff or other vendors will not be tolerated.

Performance may be suspended until resolved. If not resolved then the booking may be terminated with no loss to DJ

Mark Louisy trading as 'Book A Party DJ'.

The client agrees to provide assistance with providing identity and contact details of individuals involved should compensation for loss or damage to equipment, vehicle or other belongings.

13. Safety & security

The client agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or staff on site premises. Please note: Where the function may include guests under the age of 16 years, the client, (or parent) is responsible for the behaviour and safety of any minors attending the venue. The client will provide and maintain adequate adult supervision at all times. DJ Mark Louisy trading as 'Book A Party DJ' will not be liable for the supervision of minors.

14. Loss/damage

The client agrees that compensation for any loss of or damage to DJ Mark Louisy / 'Book A Party DJ' equipment, vehicle(s) or staff personal belongings caused by the client, client's guests, venue customers and or venue staff may be sought including any additional costs.

15. Playlists and requests

A playlist can be supplied to DJ Mark Louisy trading as 'Book A Party DJ' to give an indication to the type of music to be played. DJ Mark Louisy trading as 'Book A Party DJ' will accept music lists and requests in advance of functions and will endeavor to play a reasonable number of the clients' chosen requests, provided such requests are submitted via email to DJ Mark Louisy / 'Book A Party DJ' (using info@bookapartydj.com) no later than 14 days prior to the event. The client also agrees that DJ Mark Louisy / 'Book A PartyDJ' cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

Thank you for your business!