

# Dj Ash Discos

## Terms & Conditions

### The Agreement

The Promoter engages the Service Provider to undertake the Services set out in the Booking Form and the Service Provider agrees to provide the Services in return for the Service Fee in accordance with the Booking Form.

### Fees & Payment

The Service Provider will indicate the preferred payment methods for any payments on the Booking Form.

The non-refundable Reservation Fee as specified on the Booking Form must be paid by The Promoter, by the due date to secure any booking.

The Promoter hereby acknowledges that on booking the Services, the Service Provider reserves the relevant hours/days, rejects all other works and embarks on preparation, etc. Therefore the Promoter may cancel or amend this Agreement prior to the Commencement Date, such cancellation or amendment shall be subject to giving written notice to the Service Provider and the Promoter shall be liable to pay the following fees:

<b>Cancellation Notice Period</b>	<b>On cancellation the Promoter shall pay the Service Provider</b>
31 days or more prior to the Event Date	The Reservation Fee
30 days or less prior to the Event Date	The full Service Fee

The Service Fee will cover the Services as the number of hours performed. Any time over and above the Services will be charged at the Service Provider's overtime rate, which is detailed on the Hire Agreement. If the performance has already started then this must be paid in cash to the Service Provider prior to the start of the overtime period.

The Service Provider will provide receipts for all payments made.

The Balance Fee is due no later than the date shown on the Booking Form.

If the Promoter delays completion of the Services to a point where it becomes impossible or unreasonable for the Service Provider to perform due to an act or omission, then the Service Provider reserves the right to charge the full Service Fee.

Late payment fee of £56 will be due for every 60 days the fee is outstanding, this is to cover administration costs and this will be applied until the balance is paid in full.

### **Service Provider's Obligations**

In the unlikely event of the Service Provider being unable to appear for any reason, the Service Provider reserves the right to fulfil its obligations by arranging for a suitable alternative to appear in its place so that the function can proceed.

The Service Provider and his/her assistants will conduct themselves in a professional manner at all times and will respond to the Promoter's requests as to volume, placement of equipment and any other reasonable matter.

The Service Provider will use reasonable endeavours to complete the Services in accordance with the Booking Form and to observe all health and safety rules and regulations and other reasonable security requirements that apply at the venue and that have been communicated.

### **Promoter's Obligations**

The Promoter shall be liable to pay to the Service Provider, on demand, all reasonable costs, charges or losses sustained or incurred by the Service Provider (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) that arise directly or indirectly from the Promoter's fraud, negligence, failure to perform or delay in the performance of any of its obligations under this Agreement, subject to the Service Provider confirming such costs, charges and losses to the Promoter in writing.

The Promoter will where practicable ensure that there is adequate access to the performance area and parking nearby for the duration of the performance at no charge.

The Promoter must ensure that the Service Provider has access to two, safe and serviceable 13amp standard UK 230v sockets within 10 meters of the Service Provider's working position or performance area. If the Promoter cannot guarantee any of the above then they must immediately notify the Service Provider.

The Promoter will allow the Service Provider sufficient time for any equipment to be set up, dismantled and removed from the venue.

In cases where the Service Provider's equipment has been left unattended for any period there is not right for the Promoter, the Promoter's guests or any other person to use such equipment.

The Promoter is responsible for the behaviour of all of their guests and for safeguarding the DJ and all equipment against theft, damage or other risks from the moment of arrival to the moment of final departure.

The Service Provider reserves the right to work in a non-hostile environment. Abusive behavior towards the Service Provider and assistants will not be tolerated and will result in the immediate termination of the performance. In such cases no refunds will be given.

The Promoter shall permit the Service Provider to display any marketing material at the venue.

The Promoter shall ensure that the Service Provider's equipment can be properly set up as to not obstruct any emergency exit route. In addition, the Promoter undertakes to be responsible for ensuring that the venue is suitable and safe for the Services to be provided and that the Venue has a suitable Public Liability Indemnity Insurance policy in place.

The Service Provider retains the right to terminate the Agreement and/or cancel any of the Services provided in the event that the Promoter has failed to satisfy any of their obligations.

### **Limitation of Liability**

The Services may contain loud music and/or strobe lighting. The Service Provider shall not be liable for any injury resulting from the provision of the Services save that this clause shall not exclude or limit the Service Provider's liability for:

- Death or personal injury caused by the Service Provider's negligence; or
- Fraud or fraudulent misrepresentation.

The Service Provider has obtained insurance cover in respect of its own public liability indemnity for individual claims not exceeding £10,000,000 per claim. The Service Provider's liability is therefore limited to £10,000,000 and the Promoter is responsible for making its own arrangements for the insurance of any excess loss.

### **Force Majeure**

Neither the Service Provider nor the Promoter shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement, which result from circumstances beyond any reasonable control.

### **Intellectual Property and Data Protection**

From time to time the Service Provider may take photographs or video at events. Unless expressly forbidden by the Promoter, the Promoter is deemed to have agreed to such photographs and video being taken and used to promote the business of the Service Provider.

## **Governing Law and Jurisdiction**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of Scotland.

The parties irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).