

Terms of Business

A completed Booking Form together with these Terms of Business constitutes a binding contract between the Client and the Company. No changes or alterations can be made unless agreed in writing by the Company.

The following defined terms have been used and have these meanings:

Client – The person hiring J+Js Disco

Company – J+Js Disco

DJ – Representative of J+Js Disco (whether they are the DJ or support staff)

Venue – Location of the Event

Booking Form – The form used to confirm the hiring of the Company by the Client, in accordance with these Terms of Business.

Event – The actual function for which the Client has booked the Company

1 Booking Details

- 1.1 No Booking is confirmed until the correctly completed Booking Form, signed by the Client is returned to the Company together with the non-refundable deposit. A copy of the Booking Form signed by the Company will then be returned to the Client once payment has been successfully processed. The Client hiring the Company and signing the Booking Form either individually, or as an agent or representative represents and warrants that he or she is at least 18 years of age, has the authority to enter into the Booking and personally accepts and assumes full responsibility and liability under these Terms of Business.
- 1.2 The deposit will be a minimum 25% of the agreed charge as stated on the booking form.
- 1.3 If the Booking Form and deposit are not returned before the due date, 14 days from the date of the booking form or 7 days if paying by cheque to allow clearance of funds, the Client must reconfirm that the requested date is still available. If the date is no longer available the booking deposit will be returned and the booking considered void.
- 1.4 The DJs will require adequate time for the installation and dismantling of the equipment, usually between 30 and 45 minutes.
- 1.5 Both the Company and the Client offer assurances that no previous bookings exist with other clients/companies that would affect the booking.
- 1.6 If the Client has another booking which results in the cancellation of the contract for a given date as stated in Paragraph 1.1, cancellation costs in Paragraph 3 do not apply and the full payment is required.
- 1.7 If the Company has another booking that results in the cancellation of the contract a full refund will be given. However the Company warrants that it will attend any booked event to the best of its ability.
- 1.8 The Company will make every endeavour to play songs from a play list provided by the Client provided that such a play list is submitted to the Company at least 14 days prior to the Event.
- 1.9 The DJ will where required assist in arranging games (musical statues, chairs, pass the parcel etc) at children's parties if required and will award prizes where made available by the Client at the time of the Event.

2 Payments

- 2.1 Booking fees can be made in cash or cheque, subject to 7 days for clearance of cheques. Payment of any outstanding balance must be made before the event starts whether in cash on the day of the Event, or by cheque up to 7 days before the event. Cheques should be made payable to either J Alexander or J Leake and forwarded to the appropriate address as given on the Booking Form.

- 2.2 If the DJ is required to play on past the agreed time, the fee for such overtime will be agreed at the time as a rate per 30 minutes or part thereof, payable in cash, at the time of requesting extra time. This is subject to conditions of the Venue, and is at the DJ's discretion.
- 2.3 If any payments are not received by the due date, the Company may refuse to attend the Event, and full payment will still be required, as this will be considered a breach of the contract. The Company may, at its discretion, allow a time to pay, but this is exceptional and must be agreed before the commencement of the Event and confirmed in writing.

3 Cancellations and Postponements

- 3.1 In the event of the Client wishing to cancel or postpone the Event other than for an Act of God, National Disaster or War after the Booking is confirmed the Booking deposit will not be refunded. The Client must notify the Company as soon as is practicable by telephone and confirm in writing within 7 days. If the cancellation or postponement is made less than 30 days before the event, the entire fee will be due. This is because it is unlikely the Company will receive a replacement booking as such a late date.
- 3.2 In the unlikely event that the Company have to cancel the Booking for reasons of illness, vehicle or equipment breakdown a full refund will be given. The Company will however, prior to confirming the cancellation of the Booking with the Client for the foregoing reasons take all necessary steps at the earliest opportunity to ensure that the Client is not let down. If such a situation is likely to occur it reserves the right to sub-contract the Event, to known experienced DJ's who will be selected from a list of approved suppliers with whom it has a reciprocal arrangement established by mutual agreement and in so doing will reimburse the DJ attending the Event.

4 Conduct and Security

- 4.1 The Client will ensure that the audience and anyone other than the Company's team conduct themselves in a proper manner. The Company will not be held responsibly for any actions, behaviour or damage caused by those attending the event under any circumstances.
- 4.2 The Client shall be deemed to be responsible for any damage to the Company's equipment and property, excluding fair wear and tear to equipment including sound/lighting equipment including stands and/or music library caused by anyone in attendance of the Booking except the Company/DJ during the times stated on the Booking Form including the setting up and dismantling of equipment of 45 minutes each. In the case of any damage caused by anyone in attendance of the Booking the full cost of repairs and/or hire charges for replacement or loan equipment will be charged to the Client at the rate of charge incurred by the Company.
- 4.3 The Company team will conduct themselves in a proper manner throughout their attendance at the venue, and will respond to the Client's requests (unless in breach of any laws or venue requirements/restrictions) as to volume, positioning of equipment and any other reasonable requests. If you require the DJ and any other staff to adhere to any specific dress code please advise at the earliest opportunity. We will be happy to oblige wherever possible.
- 4.4 All Company support staff are in possession of a current CRB Enhanced Disclosure Certificate.
- 4.5 The Company operates a zero tolerance policy regarding abuse of its staff, whether verbal or physical, actual or implied from anyone whatsoever at the Booking. The Client is responsible for the behaviour of his/her guests at all times and is responsible for providing any security necessary to police such behaviour. In the event of any actual or threatened abuse the DJ may turn the music down and request that the matter is dealt with. The music will be left turned down for up to 10 minutes and if the problem is not dealt with in that time the DJ has the right to refuse to play on and may pack up and go. In such circumstances the full fee is still payable and any damages or loss will be reclaimed from the Client.

- 4.6 The Company operates a zero tolerance towards drugs, under-age drinking or other illicit behaviour and will not be a party to such behaviour. Such actions as detailed in Paragraph 4.4 may be taken in these circumstances.

5 Health and Safety

- 5.1 The Company shall not be liable for breaches of byelaws and/or conditions under which the Venue is entrusted, hired or leased to the Client. The Client will ensure all appropriate licences as required by law are in force at the Venue at the time of the event. It is solely the responsibility of the Client to ensure that the venue complies with Health and Safety, holds all necessary certification, Public Liability Insurance and Public Performance Licences etc.
- 5.2 The Company will ensure their equipment fully complies with all relevant Health and Safety legislation regarding the equipment and personnel. The Company holds Public Liability Insurance to the value of £1,000,000 and this certificate is available for inspection at any event. The Company will also make available the relevant certificates for PAT testing of the equipment.
- 5.3 The Client is responsible for ensuring that the venue can provide a safe and practical area in which the Company can set up and operate its equipment. Two 13amp sockets are required, preferably separate and on an unloaded circuit.
- 5.4 The equipment may be used may include such items as lighting stands, speaker stands and other constructions. The area provided must be both safe and practicable. If the DJ deems that the venue is unsafe, the Company reserves the right to refuse to set up and in this case the full fee would still be payable as the Company has turned up but is prevented from working by Health and Safety issues which are the Clients responsibility.
- 5.5 A suitable parking area must be available for the unloading and loading of the Company's equipment at the venue. Likewise there must be adequate access to the venue.