<u>For Celebrations.co.uk</u>

John Batten - 07879643109 - john@ForCelebrations.co.uk Brinsabach Farm, South Brentor, Tavistock, PL190NW

TERMS AND CONDITIONS:

The following terms and conditions apply to John William and any other contractors booked through ForCelebrations.

BOOKING PROCESS

When a booking enquiry is made it will be placed under a temporary notice. We reserve the right to accept other bookings for the date in question after one week or until the agreed booking fee (deposit) has been paid in full. To confirm a booking you must fill out a booking form and pay the booking fee.

PAYMENTS

All booking balances must be paid within one week of your event by bank transfer or paid in cash on the day of the event **before entertainment commences**. If payment has not been made by the start of the event we reserve the right to cease providing our services and charge you for the full amount due including any interest & debt management charges. All bookings, booking fees & balance payments are non refundable or transferable. Failure to comply with this condition will result in the immediate termination of the contract.

We reserve the right to amend, alter or correct any advertised prices or promotions on the website and printed media without any prior notice.

CANCELLATIONS & DATE TRANSFERS

It is solely your responsibility to inform us as soon as you cancel your event and we may charge a cancellation fee. The booking fee is non refundable in the case of any cancellations from the time of booking. You may be able to transfer a date, should you wish but this is subject to our availability and discretion. A 50% balance fee is required for any date transfer within ONE year of the original event, this is non refundable. The remaining 50% balance payment is subject to the terms laid out below.

Cancellations more than 4 months = 0% of the final balance (booking fee non refundable) Cancellations less than 3 months = 50% of the balance (booking fee non refundable) Cancellations less than 2 months = 100% of the balance (booking fee non refundable)

ACCESS TO PERFORMANCE AREA (DJ)

We require access to the function room at least one hour prior to the start time to set up the equipment. It is the client's responsibility to inform the venue that we can only set up in a limited window of time which will relate to access to the performance area and the optional extras you may have chosen. The client will ensure that a parking space is allocated to us for the duration of the engagement (including time to load and unload equipment), as close as possible to the entrance nearest to the designated setting up area in the performance area.

MINIMUM PERFORMANCE AREA REQUIREMENTS

It is the client's responsibility to ensure that the function room is equipped with at least two standard 240 volt, 13 amp electrical sockets for my sole use, within 10 meters of the proposed set up area. In the event of engagements held outside, or in a marquee, the client will also ensure that the supplied electrical power is 100% safe, fully regulated and impossible to be shorted by ingress of water. The client will also ensure that the sup/performance area is completely waterproof. Your DJ reserves the right to suspend the engagement if the performance area becomes unsafe in any manner.

PHOTOGRAPHY & VIDEO

We reserve the right to take photos & video the event. We may wish to use video and photos for promotional purposes and displayed online and in printed & social media. You are more than welcome to have copies after the event, when requested. If you wish to protect your privacy, then this is of course no problem at all. If requested on booking then no photos or video will be taken.

PUBLIC LIABILITY

We are not liable in any way for any injuries that may occur to third parties due to the actions of the client, guests, customers or staff. This may include, but is not restricted to inebriation, use of drugs or other (self) abusive actions. We are fully insured for public liability in regards to our own equipment and actions.





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SOUND LIMITERS OR VENUE IMPOSED SOUND LIMITATIONS (DJ)

It is the client's responsibility to inform the DJ if the venue has a sound limiter or any other venue sound imposed enforcements. We do not work in venues where a maximum threshold level is set under 94db. In venues with a maximum threshold set over 95db, we will endeavour to keep the noise levels below the that level and the client agrees that there shall be no recourse against Lactic Galactic, should levels be accidentally exceeded leading to the power supply being restricted or halted completely.

PROFESSIONAL CONDUCT

We will behave in a proper and professional manner during the engagement, and will respond favourably to requests regarding volume, music and any other reasonable requests made by the client, guests, customers or staff.

MUSIC SUGGESTION LISTS (DJ)

We take suggestions of music from yourself and from guests prior to or on the night of your event. This is so that we can formulate an idea of what music you personally prefer. We will always try our best to play requested music, but not all of the tracks will be played & in some situations we may only play a limited number of tracks if it means that more of your guests will dance. We also reserve the right to use our professional judgement on the night with regards to requests.

DAMAGE TO EQUIPMENT

Unless given permission no guest/member of staff may use or move any equipment belonging to the contractor. The client will ensure there is adequate supervision of guests, customers and staff at the engagement, and will be liable for any loss of, or damage to our equipment, vehicles or personal belongings, whether caused by the client, guests, customers, staff or any other person(s) within the outside perimeter of the venue and its car parking facilities.

PERSONAL SAFETY / VENUE SAFETY

If we deem any persons or property to be under threat, verbally or physically, we reserve the right to terminate any services without notice and without recourse. Should this happen, no refunds will be made. Only staff employed by myself may operate the DJ equipment and lighting. Under no circumstances may unauthorized personnel tamper, remove or attempt to use any performance equipment. We cannot accept responsibility for damage to property, or injury to persons caused directly by third party intervention and the client is liable to locate or replace any missing or stolen equipment belonging to or hired by your contractor for your function.

All bookings should be taken on the understanding that the venue is in possession of the necessary PRS entertainment & liquor licenses. We are not responsible if the venue is found to be in breach of the terms of their license. Venue Owners and/or Operator Conditions: It is a condition under the Public Liability Insurance Policy that the venues which the Insured may work, have in force their own Public Liability Insurance for the duration of the Insured's use thereof and during periods required before and after such use for setting up, breaking down, rehearsals, sound checks and any other preparations.

POST CONTRACT REQUESTS

Requests for extra performance time will be granted where feasible, subject to venue restrictions & the agreement of venue officials where appropriate. This decision is entirely up to the contractor and they have every right to finish at the allocated contracted time. Extra performance time will be charged at the rate of £35 per half hour to be paid in cash before the period of extra time commences.

POST PERFORMANCE LOADING

Upon the conclusion of the engagement, we will require approximately one hour to remove the equipment, load equipment into our vehicle(s) and vacate the premises. Therefore, if the venue has a set time by which the premises must be vacated, you should set the end time of the engagement to be no less than forty-five minutes, but preferably one hour prior to this time.

FORCE MAJEURE (Forces beyond our control)

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Failure to attend an event is very unlikely. In situations beyond my control (such as a car accident or serious illness) I will do my best to arrive on time or find alternative means of entertainment for you.

In the unlikely event of a delay or loss of performance due to events beyond our control. Rest assured that every reasonable safeguard is taken to ensure the contractor arrives on time and performs at the appropriate times stipulated on the booking form. In the event of any other dispute, our liability is strictly limited to the return of the fee charged for the engagement.

No party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, transportation malfunctions, terrorist activities, death, illness or other incapacity certified by a properly qualified medical practitioner, epidemic/pandemic, accident, civil commotion, order of Government or Local Authority having jurisdiction in the matter or changes in law. Any party asserting Force Majeure so as to negate liability shall have the burden of proving it and justifying that they took preventative action wherever possible to counteract the circumstance. If successfully proven then the cancellation fees outlined in 'Cancellations' shall be enforceable.

We reserve the right to substitute alternative entertainment should uncontrollable circumstances dictate the need to do so.

We reserve the right to alter any or all of the above at any time. ForCelebrations

