

CHRISCHILD

PROFESSIONAL DJ ENTERTAINMENT

Terms & Conditions

Rev. January 2017

The following contract and its terms comprise an agreement between the Provider and the Customer for the hire of the DJ Entertainment and other services the Provider offers. This written contract sets out the full intentions of the parties and supersedes any previous written or oral agreements made between the parties.

1. The Provider

Chris Schild: Professional DJ Entertainment.

2. The Customer

The person booking and/or paying for the Providers services.

3. Service period

The Provider agrees to provide the services quoted and agreed with the Customer for use for a minimum of 80% of the agreed service period, to permit emergency maintenance of any equipment should any be necessary.

4. Payment

A non-refundable booking fee of £50.00 or 10%, (whichever is greater), of the total agreed charge is required to secure a booking with the Provider. The balance of the agreed charge is due no less than fourteen (14) days before the Customer's event. Any non-payment may result in the cancellation of the booking.

If the Provider uses the equipment for a period in excess of the agreed service period additional charges will be payable by the Customer to the Provider, calculated on a pro rata basis.

Payment of all additional charges must be made by the Customer before any additional service period commences.

5. Access, space and power requirements

The Customer will arrange for an appropriate space to be made available for any equipment required at the event venue. The Customer will provide a mains electricity supply comprising a single 13amp socket located within the space designated by the Customer for any equipment or within a reasonable distance.

6. Date changes and cancellations

Any request to alter the agreed date of the rental of the Provider's services must be made in writing, and at least twenty-eight (28) days prior to the Customer's event.

Any change of date is subject to the availability of the Provider's services on the alternative date and receipt of a new booking contract.

If the Customer cancels an agreed booking of the Provider's services up to twenty-eight (28) days before the booking date, the booking fee deposit paid will be forfeit.

If the Customer cancels an agreed booking of the Provider's services up to fourteen (14) days before the booking date, 50% of the total agreed charge will be forfeit. Any balance required by the Customer will be due immediately. Any payment over the 50% made will be refunded by the Provider within seven (7) business days.

If the Customer cancels an agreed booking of the Provider's services less than fourteen (14) days before the booking date the full balance of the agreed charge will be forfeit.

7. Branding

The Customer accepts that branding of the Provider's services may be used on and/or within the designated space at the venue and on staff clothing.

8. Loss or damage to provider's equipment

The Customer assumes complete responsibility for any loss of or damage to the Provider's equipment, (other than fair wear and tear), caused by any misuse of the equipment by the Customer, their employees or their guests.

The Customer shall be responsible for any loss of or damage to the Provider's equipment caused by Theft, Fire, Flood or Accidental Damage.

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9. Indemnification

The Customer agrees to, and understands the following:

- a) The Customer will indemnify the Provider against any and all liability related to the Customer's event and use of the Provider's equipment.
- b) The Customer will indemnify the Provider against any and all liability associated with the use of any pictures taken at the Customer's event by the Provider or by its operatives, employees or affiliates.
- c) All persons using the Provider's services at the Customer's event hereby give the Provider the right and permission to copyright and to reproduce or otherwise use any photographic portraits or pictures of any Photo Booth user who may be included in whole or in part, via any or all media now or hereafter known for illustration, art, promotion, advertising, trade, or for any other purpose.
- d) In addition the Customer, hereby releases, discharges and agrees to maintain the Provider free from any liability arising out of the taking of said picture or any subsequent processing or publication thereof including, without limitation, any claims for libel or invasion of privacy.

10. Miscellaneous

- a) If any provision of these terms shall be unlawful, void, or for any reason unenforceable under contract law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof.
- b) This is the entire agreement between the Provider and the Customer relating to the subject matter herein and shall not be modified except as agreed in writing by both parties.
- c) In the unlikely event that it is not possible, other than for reasons beyond the Provider's control, to provide an operational service for at least 80% of the agreed service period, the Provider shall make a refund to the Customer calculated pro rata from the total charge made for the agreed service period.
- d) If no service is received, the Provider's maximum liability will be the return of all payments received from the Customer. The Provider is not responsible for any consequential damages or lost opportunities upon breach of this agreement.