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(1) <<Name of the Provider>>

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DJ Services (B2B)

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THIS AGREEMENT is made the

BETWEEN:

- (1) <<Insert Name of DJ Services Provider>> (a company of the type of Business Type, e.g. Sole Trader, Partnership, LLP, Private Limited Company, etc. [as a self-employed individual] [registered in England and Wales] [Registration Number>>] [whose registered address is <<Insert Address>>] and] whose main trading address is <<Insert Address>>)
- (2) <<Name of Client>> [a company of the type of Business Type, e.g. Sole Trader, Partnership, LLP, Private Limited Company, etc. [as a self-employed individual] [registered in England and Wales] [Registration Number>>] [whose registered address is <<Insert Address>>] and] whose main trading address is <<Insert Address>>] OR [of <<Country of Registration>> under the laws of <<Country of Registration>> whose registered office is at] OR [of <<Country of Registration>> under the laws of <<Country of Registration>> whose registered office is at]

WHEREAS:

- (1) We, <<Insert Name of DJ Services Provider>>, provide Services at Events for clients who are “Business Clients” (as defined in Clause 1 below) and not “Consumers” (as defined in the Consumer Protection (Distance Selling) Regulations 2000 or other consumer protection legislation) and we have the necessary skill, knowledge and experience in that field.
- (2) You wish to engage <<Insert Name of DJ Services Provider>> to provide Services for Your Event (as defined in Clause 1 below), subject to the terms and conditions of this Agreement.
- (3) We agree to provide <<Insert Name of DJ Services Provider>> in this Agreement to You for the Event, subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

- “**Booking**” means the booking of Services as set out in this Agreement) for the Event;
- “**Booking Form**” means the form [attached to this Agreement] OR [provided by Us to You] containing details of the Event, including the start and finish times;
- “**Business**” means any trade, craft, or profession carried on by an individual or organisation;
- “**Business Client**” means a client booking the Services wholly or in part for the purposes of a Business;
- “**Business Day**” means any day inclusive excluding bank and public holidays.

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3. Changes to Booking Details

You may request changes to the Booking Details at any time before the Event. We will endeavour to accommodate your request, but we shall be under no obligation to do so. If We do agree to amend the Fees as a result of your request, We will notify You of any such change within <<Number, e.g. 3>> Business Days of receiving the request. After that notification:

- 3.1 If You accept the change, You may confirm the change and the amended Fees to Us in writing either that You will receive the amended Fees agreed and without the requested change or that You will cancel Your Booking in accordance with the cancellation provisions in this Agreement.
- 3.2 If you are not willing to accept the change, You may confirm to Us in writing either that You will receive the original Fees agreed and without the requested change or that You will cancel Your Booking in accordance with the cancellation provisions in this Agreement.

If You do not let us have a response within <<Number, e.g. 3>> Business Days after We notify You of the change, the Booking shall remain unchanged and We shall be entitled to the original Fees agreed and without the requested change.

4. Fees and Payment

- 4.1 After You have paid the Fees in full and cleared the Booking, but if the Booking is cancelled before the Event, You must inform Us when You return/surrender the Booking Form to Us.
- 4.2 You must pay the Fees to Us fully and correctly provide to Us using any of the following methods:
 - 4.2.1 <<Insert method of payment>>
 - 4.2.2 <<Insert method of payment>>
 - 4.2.3 <<Insert method of payment>>
- 4.3 You may pay Us the Fees using any of the following methods:
 - 4.3.1 <<Insert method of payment>>
 - 4.3.2 <<Insert method of payment>>
 - 4.3.3 <<Insert method of payment>>
- 4.4 We may alter the price of the Service without prior notice, but if any prices increase between the date of a Booking and the date of the Event, the price increase for the Event shall be the price in effect at the time of the Booking and the Fees will therefore not be affected by any such increase.
- 4.5 All prices of Service are inclusive of VAT.
- 4.6 If You state anything which We were not aware of when We previously quoted the Fees payable and We decide that it necessitates altering the amount and ask You to confirm in writing that You do not accept the Booking, We will advise You of the revised Fee amount and You must confirm to proceed. Unless You confirm in writing that You do not accept the Booking, We will proceed with the revised Fee amount, We will not refund the original Fees and You will be liable to pay the revised Fee amount.
- 4.7 [The Booking Form] shall be based on the number of [the audience] who will attend the Event. The amount of the Fees payable will be based on that number. If, however, at any time after You submit the Booking Form before the date of the Event You notify Us that You have changed the number, the amount of the Fees payable will be based on the new number.

may be altered by (<<Percentage, e.g. 25%>> greater than the last estimate, and in that case Your revised estimate will be a combination of the last estimate and the actual number of Clause 3 above.)]

4.8 [If the number of [the number of people attending the Event] is more than <<Percentage, e.g. 25%>> greater than the last estimate You notified to Us, We reserve the right to charge an additional amount of Fees [where We have adapted the Services to the increased number]. The total Fees payable to You shall be the total amount that would be payable as stated in the last estimate plus the additional amount. If the actual number attending the Event is less than the last estimate, We will tell you at the Event and give You an invoice for the amount [[at the Event] [or] [within 14 days of the Event]]. That invoice will be due within 14 business Days after We give it to You.]

4.9 [If the number of [the number of people attending the Event] is less than You notified to Us, and if according to the Price List, the total Fees payable for the actual number attending the Event is less than for the number that You notified to Us, You will not be entitled to any reduction in Fees for the actual number attending the Event. If the number is significantly less, We will decide whether to make any reduction in Fees. If We decide to make any reduction We will repay to You the amount of the reduction.]

4.10 [The calculation of the total time which will be spent by Us at Your Premises for loading, setting up/packing up, the period of time for which We provide the Services, all breaks taken by the DJ and from Your Premises. We will advise You (when We provide the Services) of the Fees to apply) of the total amount of time We provide the Services.]

5. Cancellation of Services

5.1 If, at any time after the Services have been booked, You cancel the Services, You shall give Us prior notice that We require to be given as follows, and We shall keep some or all of those Fees as follows.

5.2 You may cancel the Services if You give Us at least <<Insert Number, e.g 56>> days prior notice of cancellation. If You do so We will refund to You any sum paid by You.

5.3 If You give Us prior notice of cancellation of the Services, We shall not be liable for any net financial loss that We suffer due to Your cancellation. Our net financial loss shall be limited to an amount equal to the total amount of Fees for the Services. If You do not give Us at least <<Insert same period of time>> days prior notice of cancellation, We shall be liable for any net financial loss that We suffer due to Your cancellation. Our net financial loss shall be limited to an amount equal to the total amount of Fees for the Services.

EITHER

[However, the cancellation fee shall be limited to an amount equal to the total amount of Fees for the Services.]

OR

[However, the cancellation fee shall be limited to an amount equal to:

number is more than <<Percentage, e.g. 25%>> greater than the last estimate, and in that case Your revised estimate will be a combination of the last estimate and the actual number of Clause 3 above.)]

attending the Event is more than <<Percentage, e.g. 25%>> greater than the last estimate You notified to Us, We reserve the right to charge an additional amount of Fees [where We have adapted the Services to the increased number]. The total Fees payable to You shall be the total amount that would be payable as stated in the last estimate plus the additional amount. If the actual number attending the Event is less than the last estimate, We will tell you at the Event and give You an invoice for the amount [[at the Event] [or] [within 14 days of the Event]]. That invoice will be due within 14 business Days after We give it to You.]

ending the Event is less than You notified to Us, and if according to the Price List, the total Fees payable for the actual number attending the Event is less than for the number that You notified to Us, You will not be entitled to any reduction in Fees for the actual number attending the Event. If the number is significantly less, We will decide whether to make any reduction in Fees. If We decide to make any reduction We will repay to You the amount of the reduction.]

n total time which will be spent by Us at Your Premises for loading, setting up/packing up, the period of time for which We provide the Services, all breaks taken by the DJ and from Your Premises. We will advise You (when We provide the Services) of the Fees to apply) of the total amount of time We provide the Services.]

in advance for all Services, You shall give Us prior notice that We require to be given as follows, and We shall keep some or all of those Fees as follows.

if You give Us at least <<Insert Number, e.g 56>> days prior notice of cancellation. If You do so We will refund to You any sum paid by You.

services but do not give Us at least <<Insert same period of time>> days prior notice of cancellation, We shall be liable for any net financial loss that We suffer due to Your cancellation. Our net financial loss shall be limited to an amount equal to the total amount of Fees for the Services.

limited to an amount equal to the total amount of Fees for the Services.]

limited to an amount equal to:

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| 5.5 | If less than <<Insert 5.4>> days before first use of the “Consumer” (as defined in the Consumer Rights Act 2015) We may without liability to You cancel the Services forthwith and You will be entitled to receive a refund of such part of the Fees paid as is equal to any costs of the cancellation as a result of that cancellation. |
| 5.6 | Prices for the Services may vary from time to time but We will try to give You as much notice as possible of any such changes. |
| 5.7 | We may immediately suspend or terminate the Services if: |

- 5.7.1 any act or omission of a reasonable person in the circumstances amounts to You; or
- 5.7.2 the venue is not suitable for the Services, whether the conditions make it unsafe, impracticable or otherwise, and You do not have the authority to use an indoor area at Your Premises.

You will not be entitled to a refund of any part of the Fees for Services not completed as a result of the Event.

6. Further Details of Our Obligations

- 6.1 The following will apply in addition to all details set out in this Agreement and in the Booking Form:
- 6.2 We will provide the Services in accordance with:
- 6.2.1 with reasonable care and skill;
 - 6.2.2 in accordance with any statutory and regulatory requirements;
 - 6.2.3 in accordance with the particular type of Services set out in the Booking Form and any details relating to that particular type of Services set out [in Our Booking Form or on Our website]; and
 - 6.2.4 in a format and manner that We decide unless We specifically agree otherwise before the Booking is made of any particular format or manner, in which case We will provide the confirmation. [If that confirmation requires a request list for particular items of Services, then if at least <<14>> days before the Event, You must provide a request list for particular items of music, We will endeavour to provide them, but We will have no obligation to provide them if they are not received at the Event or less than <<14>> days before the Event.]
- 6.3 We will ensure that the Services are covered by public liability insurance of at least £[] million in the event of a claim in connection with the Services.
- 6.4 We will provide all equipment, including but not limited to, sound system, music, music media, lighting, staging, and PA system required for the Services [except for any items specified in the Booking Form that are to be provided by You].
- 6.5 Neither We nor the DJ will be responsible for supervising any dancing or to provide, lead or supervise any other activity, or to ensure the safety of any person taking part in any such activity.
- 6.6 We will ensure that the equipment used for the Services is maintained to a professional standard and that, wherever reasonably possible, that backup equipment is available in the event of failure of Our equipment.
- 6.7 If We agree that a particular DJ will provide the Services, We will endeavour to provide that DJ. If the particular DJ becomes unavailable for any reason and to provide the Services, We will endeavour to provide an alternative DJ if for any reason the particular DJ is unavailable for the Event. We agree that an alternative DJ will provide the Services as the particular DJ We agreed to provide the Services.
- 6.8 [If at any time You agree that the Services will be provided later than the time agreed for the Services, whether or not due to the Event (as set out in the Booking Form), and consequently the Services begin later than the time agreed for the Services, then, if the DJ is available to provide the Services at (or before) the agreed time, We will endeavour to provide the Services at that agreed time, then, if the DJ is not available to provide the Services at (or before) the agreed time, We will endeavour to provide the Services at the latest time available to provide the Services beyond the time agreed for the Services.]

any person(s) at the Event in Our reasonable discretion. We will not be responsible for the DJ to continue or it may be necessary to cancel the Event; or

whether the conditions make it unsafe, impracticable or otherwise, and You do not have the authority to use an indoor area at Your Premises.

any part of the Fees for Services not completed as a result of the Event.

6. Further Details of Our Obligations Relating to the Services

addition to all details set out in this

statutory and regulatory requirements; the particular type of Services set out in the Booking Form and any details relating to that particular type of Services set out [in Our Booking Form or on Our website]; and

We decide unless We specifically agree otherwise before the Booking is made of any particular format or manner, in which case We will provide the confirmation. [If that confirmation requires a request list for particular items of Services, then if at least <<14>> days before the Event, You must provide a request list for particular items of music, We will endeavour to provide them, but We will have no obligation to provide them if they are not received at the Event or less than <<14>> days before the Event.]

covered by public liability insurance of at least £[] million in the event of a claim in connection with the Services.

music, music media, lighting, staging, and PA system required for the Services [except for any items specified in the Booking Form that are to be provided by You].

to supervise any dancing or to provide, lead or supervise any other activity, or to ensure the safety of any person taking part in any such activity.

that We use is maintained to a professional standard and that, wherever reasonably possible, that backup equipment is available in the event of failure of Our equipment.

the Services, We will endeavour to provide that DJ. If the particular DJ becomes unavailable for any reason and to provide the Services, We will endeavour to provide an alternative DJ if for any reason the particular DJ is unavailable for the Event. We agree that an alternative DJ will provide the Services as the particular DJ We agreed to provide the Services.

Services later than the time agreed for the Services, whether or not due to the Event (as set out in the Booking Form), and consequently the Services begin later than the time agreed for the Services, then, if the DJ is available to provide the Services at (or before) the agreed time, We will endeavour to provide the Services at that agreed time, then, if the DJ is not available to provide the Services at (or before) the agreed time, We will endeavour to provide the Services at the latest time available to provide the Services beyond the time agreed for the Services.

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- 6.17 We only make Serv (as defined in Section 1 above), and Your confirmation that You

Business Client" (as defined in Clause 1.1 of the General Terms and Conditions of Sale Form) will be deemed to be Your Client".

You must ensure that:

- provide the Services on the date
 Booking Form and that Your Premises
 be set up time so that the DJ can
 equipment from that time;

- 7.2 where the venue at which the Services is outdoors, You have a backup plan to use the Premises where weather conditions make it unsafe, impractical or otherwise inadvisable to begin or continue the Services outdoors;
- 7.3 You are present throughout the Event to provide the Services;
- 7.4 Your Premises are suitable for the DJ to perform the Services in the size, shape, nature and dimensions and otherwise suitable for the Services;
- 7.5 the following are available at Your Premises on the date and during the hours of the Event:
- 7.5.1 sufficient space for the DJ to deliver the Services [(including a space for setting up speakers [and a space for guests] to engage in dancing;
 - 7.5.2 suitable free parking area to allow the DJ to load equipment and park his/her vehicle for the purpose of providing the Services at Your Premises;
 - 7.5.3 ramp or lift access to the performance area and the setup area;
 - 7.5.4 such facilities as the DJ may reasonably require to provide the Services, including a power supply no more than [15] feet from the DJ, and a power source[s] along the wall of the Premises, connected loads, [plus [one][two] circuit[s] for lighting where lighting is required;
 - 7.5.5 appropriate parking for longer than the Event (including time engaged in setting up equipment) [unless, where required, you have notified Us at least 48 hours in advance that the DJ can make other arrangements];
- 7.6 [neither You nor any person attending the Event gains access to, uses or interferes with any equipment, recordings, or other equipment belonging to Us or the DJ without our express permission. You cannot permit any person or any such [guest][person] to use any such equipment for the Event or other purpose;]
- 7.7 [where the total period for the DJ to provide the Services is less than <<Period of Time, e.g. 60, 90, 120>> minutes, and the DJ is required to do so if We and You have agreed to do so, the DJ may take a break of 20 mins or more during that period, provided that the DJ has previously expressed an intention to do so and the length of the break. Such an agreement shall be included as part of the period for which the Services are provided];
- 7.8 if You or any other person negligently causes damage to any property belonging to Us or the DJ, You must reimburse Us for the cost of repairing/replacing the equipment or property up to a maximum of [5],000 for all items;
- 7.9 [You do not, and You do not permit any person to record, reproduce or otherwise use any image or any music played by the DJ, unless and except as may be agreed in writing;]

- 7.10 [You do not use, or permit the use of, any text, image or other material to promote the Event or the Performance, or to promote any other event or performance, unless with our prior written consent.]
- 7.11 [where the venue has been agreed, You advise Us [in the Booking Form or otherwise] of the date, time and location of the Event or Performance, before You submit/return the Booking Form, to enable Us to determine whether or not We will accept the Booking on that basis.]
- 8. Events Beyond Our Reasonable Control**
- 8.1 We will not be liable for any non-performance or delay in performing Our obligations under the contract, arising from any cause beyond Our reasonable control.
- 8.2 If any event described in sub-Clause 8.1 occurs that does or is likely to adversely affect Our obligations under the contract, We will try to inform You as early as possible. If possible, Our obligations will be suspended when the event occurs, and the time limits that We are bound by will be extended accordingly. We will inform You when that event is over and when We can make the Services available.
- 9. Nature of Services - no liability for unsuitability**
- Whilst we endeavour to provide Services comprising the Services in a form and with content suitable to the [guests][audience] at the Event, We are only able to take account of the [age/taste/s] of [guests][audience] and the musical taste/s or requirements if they are stated in the Booking Form. Provided that We take account of the information about age/taste or other requirements in the Booking Form, We will not be responsible or liable if You or any person/s either do not enjoy the Event is arranged, or any other form unsuitable.
- 10. Limitation and exclusion of liability**
- 10.1 Nothing in this Agreement will exclude or limit Our liability to You for:
- 10.1.1 death or personal injury caused by Our negligence (including that of Our employees or agents); or
- 10.1.2 fraud or fraudulent misrepresentation.
- 10.2 Subject to and except to the extent prohibited by law, We shall not be liable whether in contract, tort (including negligence) or for breach of statutory duty, or in any other way, for or in connection with the Services, including:
- 10.2.1 direct, special, consequential, or other claim, damages, loss, revenue, business, business opportunity, advertising, or other expenditure; or
- 10.2.2 special, individual, or other claim which exceeds the maximum liability to You whether in contract, tort (including negligence) or in any other way shall not exceed in aggregate for any and all

in connection with the contract

10.3.1 £<<Insert \$

10.3.2 an amount Booking.

10.4 Each of the various
10 shall be deemed

11. Changes to the terms and

We may from time to time be giving You notice, but We as is reasonably possible of

12. [Data Protection

For complete details of Our data including, but not limited to, the legal basis or bases for use of your personal data sharing (view our privacy policy [available from <<insert name of privacy policy>>]).

13. [Data Processing]

13.1 In this Clause 13 a “data controller”, “data processor” and “personal data” shall have the meaning defined in

13.2 [All personal data to be collected, processed and conditions of the use of the data shall be governed by the terms of a Data Processing Agreement (DPA) before any personal data is collected or processed.]

OR

13.2 [Both Parties shall
out in the Data Pro
provision of the ter
Party of any obligat
remove or replace a

13.3 For the purposes of the terms and conditions, You are the “Data Controller” and we are the “Data Processor”.

13.4 The type(s) of post processing, and the to the Booking Form

13.5 The Data Controller and notices required by the Processor for the purposes of the processing of personal data.

13.6 The Data Processor shall be bound by the terms of this Agreement in relation to its performance of the Services, and shall be bound by the conditions of this Agreement.

13.6.1 Process the Controller under such person

es payable and/or paid for the

ns of liability set out in this Clause

Conditions of this Agreement without
endeavours to inform You as soon

storage, and retention of personal data for which personal data is used, the rights and how to exercise them, and we refer to Our Privacy Notice of location>>].

personal data”, “data subject”, “data
mal data breach” shall have the
lation.

On Your behalf, subject to the terms
processed in accordance with the
into which the Parties shall enter

the data protection requirements set forth in this Clause 13 nor any other provisions of this Agreement shall relieve either party of its obligations under applicable Data Protection Legislation and shall not

isolation and for this Clause 13 and
We are the “Data Processor” and

the, nature and purpose of the
ing shall be set out in a Schedule

is in place all necessary consents
transfer of personal data to the Data
Schedule to the Booking Form.

by personal data processed by it in
obligations under the terms and
act between the Parties:

the written instructions of the Data Processor is otherwise required to process the Data, the Data Processor shall promptly notify the Data Controller.

- the Data Controller unless prohibited from doing so by law;
- 13.6.2 Ensure that appropriate technical and organisational measures (a) protect the personal data from accidental loss, damage or destruction, and (b) protect the personal data from potential harm arising from the current state of those measures; those measures shall be proportionate to the risks and the cost of implementing them; the measures taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Booking Confirmation.
- 13.6.3 Ensure that the Data Processor (whether or not it is a Data Controller) is contractually obliged to keep the personal data secure.
- 13.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are met:
- 13.6.4.1 The Data Processor and/or the Data Processor has/have implemented appropriate safeguards for the transfer of personal data;
- 13.6.4.2 The Data Processor has enforceable rights and obligations;
- 13.6.4.3 The Data Processor complies with its obligations under applicable legislation, providing an adequate level of protection for any and all personal data so transferred;
- 13.6.4.4 The Data Processor complies with all reasonable requests in advance by the Data Controller with respect to the transfer of the personal data.
- 13.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with applicable Legislation with respect to data security, breach assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner's Office);
- 13.6.6 Notify the Data Controller of any breach of the personal data without undue delay of a personal data breach;
- 13.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to the Data Controller unless it is required by law to retain any personal data;
- 13.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to comply with Clause 13 and to allow for audits by the Data Controller or any person designated by the Data Controller.
- 13.7 [The Data Processor shall comply with any of its obligations with respect to the processing of personal data under this Clause 13.]
- OR**
- 13.7 [The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 13.]

13 without the prior consent of the Data Controller, which shall not be unreasonably withheld. If the Data Processor appoints a sub-contractor, the

13.7.1 Enter into a contract with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Processor and the Data Controller to enforce those obligations;

13.7.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]

13.8 Either Party may, at any time, give the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the terms and conditions of this Agreement, or any other applicable data processing clauses or similar terms that may be applicable to the Booking Form, shall apply with effect from the date of the notice.

13.9 To the extent that You warrant that the personal information that that personal information is complete and accurate, You warrant that that personal information is complete and accurate.]

14. Complaints and Feedback

We always welcome feedback and will endeavour to provide satisfaction. If You have any cause for complaint about the Services or any other complaint about the Services, please contact the Person to Contact who is responsible for the Services. Method E.g. Phone, Email or Post.

15. Miscellaneous

15.1 No failure or delay in performance of the Services means that We or You will be liable for a breach of any provision of this Agreement or any subsequent breach of any provision of this Agreement.

15.2 If any provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected.

15.3 You will not be entitled to set off or counterclaim against Us in respect of a contract or any other contract.

15.4 Subject to the following provisions, the contract will be personal to the parties. Neither Party shall assign, subcontract or otherwise delegate any of its obligations under the contract without the written consent of the other party, which consent shall not be unreasonably withheld. We may perform any of Our obligations under the contract through any fully qualified and skilled sub-contractor, and any such sub-contractor shall, for the purposes of the contract, be deemed to be Our act or omission.

15.5 Nothing in this Agreement shall affect the application of the Consumer Credit (Interest on any third parties and Consumer Credit (Interest on any third parties) Act 1999 shall not apply to the contract.

15.6 Subject to Clause 15.5, the contract shall continue and be binding on the transferee, successor or assignee of either You or Us as required.

Data Controller (such consent not to be unreasonably withheld) at the Data Processor appoints a sub-contractor, the

the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 13 and which shall permit both the Data Processor and the Data Controller to enforce those obligations;

lies fully with its obligations under the Data Protection Legislation.]

st <<insert period, e.g. 30 calendar days'>> notice, after which the terms and conditions of this Agreement, or any other applicable data processing clauses or similar terms that may be applicable to the Booking Form, shall apply with effect from the date of the notice.

personal information, You warrant that that personal information is complete and accurate.]

Whilst We always use reasonable endeavours to provide satisfaction, nevertheless we want to hear from You if you have any complaint about the Services or any other complaint about the Services, please contact the Person to Contact who is responsible for the Services. Method E.g. Phone, Email or Post.

g any rights under this Agreement or any subsequent breach of any provision of this Agreement, and no waiver by Us or You of any provision of this Agreement means that We or You will waive any other provision.

by any competent authority to be invalid or unenforceable, the validity of the other provisions of this Agreement shall not be affected.

n any manner from payments due to Us in respect of a contract or any other contract.

the contract will be personal to the parties. Neither Party shall assign, subcontract or otherwise delegate any of its obligations under the contract without the written consent of the other party, which consent shall not be unreasonably withheld. We may perform any of Our obligations under the contract through any fully qualified and skilled sub-contractor, and any such sub-contractor shall, for the purposes of the contract, be deemed to be Our act or omission.

on any third parties and Consumer Credit (Interest on any third parties) Act 1999 shall not apply to the contract.

shall continue and be binding on the transferee, successor or assignee of either You or Us as required.

16. Entire Agreement

- 16.1 [Subject to Clause 16.2] This Agreement contains the entire agreement between the parties with respect to their subject matter and may not be amended or varied by an instrument in writing signed by the parties.
- 16.2 Each party acknowledges that, in entering into the contract, it does not rely on any representation, statement or information except as expressly provided in the Booking Form and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

17. Law and Jurisdiction

- 17.1 This Agreement is governed by the law of England and Wales and shall be construed in accordance with English law.
- 17.2 Any dispute, controversy or claim between You and Us relating to this Agreement, whether contractual or otherwise, shall be referred to the exclusive jurisdiction of the courts of England.

Notes:

- (1) Client accepts and agrees that the use of this Booking Form to DJ will be their request and return of this completed Booking Form to DJ will be their request on the terms and conditions set out in the Agreement already signed by Client.
- (2) Only if and when DJ signs, seals and submits this Booking Form as previously signed and submitted by Client, shall it be a contract between DJ and Client for DJ Services.
- (3) The details marked "(DJ to provide)" shall be inserted by DJ, with the remainder to be completed by Client before the Booking Form is submitted to DJ.
- (4) DJ will not be bound by any requirements if they are communicated by Client to DJ except as follows.
- (5) Additional information/requirements set out in this Booking Form will have effect as part of the Agreement between DJ and Client when both have signed it. However, if DJ does not agree to the additional information or requirements set out in this Booking Form, DJ will not accept the requested booking.

| | | |
|----|--|--|
| 1. | Name of DJ ("DJ") (as per heading in Agreement) providing the DJ Services: | |
| 2. | Address of DJ as per heading in Agreement: | |
| 3. | Full name/s of Client: | |

| | | |
|-----|--|--|
| 4. | Full address(es) of Client: | |
| 5. | Address of Premises where venue for Event located: | |
| 6. | Nature/description of venue and state if indoors or outdoors: | |
| 7. | If venue is outdoors, what is indoor back-up venue location, if any, in case of bad weather: | <p>Immediately adjoining primary location:</p> <p>Far from primary location: << >></p> |
| 8. | Nature of Event (e.g. staff social event, business promotion): | |
| 9. | Format of Event (e.g. dinner/conference with disco): | |
| 10. | Date of Event: | |
| 11. | Start time for DJ Services: | |
| 12. | Finish time for DJ Services: | |
| 13. | Will Client request particular music items? | |
| 14. | Total Fees payable (at least [14] days before date of Event): | |
| 15. | Deposit amount (usually 25%) to be enclosed/paid on date of submitting this form: | |
| 16. | Estimated number of guests: | |

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[by Us]

OR

[for and on behalf of Us]

(DJ Services provider):

[<<Name and Title of individual who is the DJ Services provider>>]

OR

[<<Name and Title of person signing on behalf of DJ Services provider>>]

[Authorised Signature on behalf of]

OR

[Signature of individual who is the]

Date: _____

SIGNED for and on behalf of You

<<Name and Title of person signing>>

Authorised Signature

Date: _____

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