



## **Event Booking Terms and Conditions**

PLEASE READ THESE CONTRACTUAL TERMS AND CONDITIONS OF HIRE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE PAYMENT TERMS, VARIOUS INDEMNITIES, LIMITATIONS AND EXCLUSIONS, A CLAUSE THAT GOVERNS THE JURISDICTION, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

### **1. DEFINITIONS AND INTERPRETATION**

For the purpose of these Terms and Conditions, the following definitions apply:

- **We, Us or Our** means Wedding DJ Hire (ABN 91 248 351 191)
- **Customer or You** means the Person or Corporation engaging the Services of Wedding DJ Hire through Our website or any other means;
- **Parties** means Us and You
- **DJ** means a Disc Jockey assigned to perform and play recorded music at your Event;
- **MC** means a Master of Ceremonies assigned to preside over your Event
- **Services** means DJ and/or MC services;
- **Booking Fee or Fee** means the total monetary amount owing to Us for the Services, which includes, but is not limited to, the DJ hiring fee, parking fees, and idle time fees.
- **Event** means the planned public or social function hosted by the Customer
- **Venue** means the location where the Event is taking place

### **2. RECITAL AND SCOPE OF SERVICES**

- You hereby engage Us to provide Services, and We hereby agree to provide the Services to You, at the Venue on the date of the Event.
- The said Services shall consist of providing musical entertainment by means of a recorded music format (DJ) and/or providing speaking and announcement services (MC).
- In consideration of the Services to be rendered by Us, You hereby agree to pay the Booking Fee to Us.
- You agree to provide Us with accurate information about the particulars of the Event, including the date, start and ending times, address of the Venue, and other relevant details of the Event, and We are not liable for any error or omission made by the Customer in providing such information.
- You agree to be bound by the below Terms and Conditions (as may be amended from time to time) (Agreement).

### **3. EVENT BOOKING AND DEPOSIT PROCESS**

- Upon requesting a quote for Our Services or engagement of Our Services, We will issue You with a quotation for the Event (Quote), which will set out the scope of Services, the Booking Fee and initial Deposit required to be paid.
- Upon accepting the Quote in writing, You will be required to promptly pay an upfront deposit (Deposit) towards your total Booking Fee.
- The Event booking will be only be deemed to confirmed once the Deposit is received by Us.
- By paying such deposit You agree that You are making a confirmed booking and entering into a legally binding contract with Us, which carries your acceptance in full of the terms and conditions of this Agreement.
- You acknowledge that We will incur certain costs and expenses in order to reserve space for and prepare for your Event (including, without limitation, loss of fees for foregoing other events to attend to your Event, plus the cost of purchasing requisite music and song tracks for the Event). As such, You agree that the Deposit will be non-refundable.
- The Deposit will be deducted from the total Booking fee, and the balance of the Fee will be payable in cash on the day of the Event directly to the DJ. Alternatively, payment in full of the total Booking Fee may be made upfront.
- Payment of your Deposit will be processed through Our Credit/Debit Card Merchant facility, and will not incur any additional card processing fees for You.
- Where You pay the Deposit or Booking Fee using Our Credit/Debit Card Merchant facility, You authorise Us to duly charge your designated debit/credit card. You agree that where payment is not received from the card issuer or its agents for any reason, You will pay all amounts due on Our demand.
- Once We have received payment of your Deposit or Booking Fee, You agree not to seek to reverse or cancel such payment through the card issuer or its agents.
- In the event of non-payment of any part of Our Booking Fee, We retain the right to attempt collection through a debt collection service. The Customer will be held responsible for all court fees, legal fees, and collection costs incurred by Us. All amounts outstanding past the Event date will incur a 10% per annum late payment fee accrued monthly until paid.



#### 4. CHANGE OF DATE

- In the event that You need to change the date of the Event booking, You will need to advise Us in writing at least 14 days prior to the original Event date, requesting a revised date.
  - Should We have availability for your requested revised date, We will promptly revert back in writing to You confirming the revised date and no additional fee will be payable.
  - Should We be unable to accommodate your requested revised date, You will be entitled to cancel the booking – refer to Section 5 Cancellations.
- Should notice of change of date be given less than 14 days prior to the original Event date:
  - An additional amendment fee of 10% of the Booking Fee will be due if the request is given within 14 of the Event date.
  - An additional amendment fee of 20% of the agreed fee will be due if the request is given within 7 days of the Event date.
  - An additional amendment fee of 30% of the agreed fee will be due if the request is given within 48 hours of the Event date.
- No specific amendment fee will be charged if the change of date is due to National or State imposed Covid-19 restrictions.

#### 5. CANCELLATIONS

- In the event that You notify Us of cancellation of the booking at least 14 days prior to the Event, You will only be liable to pay us for the Deposit amount.
- Should notice of cancellation be given less than 14 days:
  - An additional cancellation fee of 50% of the Booking Fee will be due if the cancellation is within 14 of the Event date.
  - An additional cancellation fee of 75% of the agreed fee will be due if the cancellation is within 7 days of the Event date.
  - The whole of the Booked Fee will be due if cancellation is within 48 hours of the Event date.
- The Customer agrees that his or her credit card can be duly charged by us for such cancellation fee, taking into account the Deposit paid.

#### 6. OVERTIME

- Any overtime or extension to the agreed end time is at the absolute discretion of the DJ and Venue management.
- The amount charged will be at two times (2x) the Booking Fee hourly rate, per hour/or part-hour thereafter. You and the DJ will agree to the period of time to be extended, and the additional overtime fee will be payable in cash to the DJ in advance of the overtime commencing.
- It is the Customer's responsibility to understand any noise restriction policies that may affect the Venue which may be imposed by the local council of the Venue.
- You agree to absolve Us of any legal liability and will take full responsibility for any legal proceedings, fines & fees, the retrieval of any confiscated equipment and any other legal action associated with this action.
- We will comply with all actions requested by law enforcement officers and this is inclusive of shutting off music completely for the remainder of the Event. We will offer no refund partial or otherwise for any event where law enforcement has requested that the music be turned off prior to the Event finish time.

#### 7. FORCE MAJEURE AND ACTS OF GOD

- In the unlikely event that the DJ is unable to attend to your Event due to an accident or sudden illness, We will endeavour to provide a suitable substitute offering a similar service at no additional charge to You. Should We be unable to procure a replacement You will receive a full refund of the Booking Fee or a credit to be used at another event of your choice, at a later date.
- This does not apply in the following circumstances:
  - Force Majeure: We will not be liable for failing to attend to your Event booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (example: flooding), road closure, road traffic accident, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, riots, strikes, epidemics, death, acts of God, or any other unavoidable circumstances deemed beyond our control. As such, no refund of the Booking Fee will be payable back to You.
  - Where adverse weather conditions prevent Us from leaving the Venue, the Customer agrees to make provision for suitable overnight accommodation at no cost to Us.

#### 8. LIMITATION OF LIABILITY AND INDEMNITY

- We will not be liable for any refund, in part or whole, where We are late accessing the venue and setting up purely because of earlier events over-running, or where We are prevented from accessing, setting up or providing our professional services by the venue management. Neither will We be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.
- We cannot and do not control the conditions or legality of any venue/property where the Event is held. To the fullest extent permitted by law, We are not responsible for, and disclaim any and all liability related to any and all such venues/properties.



- To the fullest extent permissible by law, We are excluded from all liability for direct, indirect, and consequential or incidental damages, loss of profits or savings, or damages resulting from loss of expectation, or any other loss or damage, suffered by the Customer in relation to an Event booking.
- The Customer agrees to indemnify Us and Our officers, employees, contractors, sub-contractors and agents (the **Indemnified**), to the fullest extent permissible by law, for any costs, expenses, losses, damages suffered or any claims made by the Customer or third parties to the Indemnified arising out of the Event, for any reason, or out of Customer's breach of this Agreement and any act or omission of the Customer in connection with the Service or the Event.
- In the event that We are liable to a Customer, Our liability will be limited to an amount equal to the Booking Fee paid by the Customer in relation to the Services in respect of which the claim arose.

## 9. CUSTOMER RESPONSIBILITIES AND WARRANTIES

### Venue Licenses and Permits

- The Customer is solely responsible for obtaining all necessary permits, consents, approvals, etc. required to undertake the Event and We are not liable for any failure to obtain such permits, consents and/or approvals.
- The Customer warrants that the Venue is in possession of the appropriate music copyright licences as required by law to play music at the chosen, and are in force at the time of the Event.

### Setup, Installation and Dismantling

- In terms of general health and safety rules at the Venue, You will ensure that the Venue provides unfettered and safe passage for the unloading and setting up of Our DJ equipment by ensuring, inter alia, clear and uncluttered entrance ways, passages, stairways and elevators.
- You will appreciate that suitable time for venue access, safe installation and dismantling and safe removal of equipment from Venue is required in addition to performance time.
- Therefore, You and the Venue will allow adequate time for the installation and dismantling and removal of DJ equipment (at least 90 minutes each side of the booking times). Where appropriate, the Customer will also inform the Venue, in advance, of Our DJ's requirements.
- We will not be liable for any additional charges levied to the Customer by the Venue in relation to equipment assembly / removal timescales.
- Where the Customer requests that We set up our DJ equipment at an abnormally earlier time prior to the actual start of the function, the Customer acknowledges that a tiered charge may be made for this additional service, and that this service will be subject to availability. In addition to any previously agreed charges, if We should arrive at the venue at any earlier, pre-arranged time, and are unable to access the venue to set up the equipment or are prevented from doing so by the venue management, then the Customer will be charged standing time at the hourly rate discretion of Us which must be settled in full before commencement of main entertainment.
- Where We are engaged to work alongside a band, (or other entertainer) it is the Customer's responsibility to ensure that adequate space exists within the venue for both entertainers to set up their equipment and that separate power outlets exist.
- The Customer agrees to provide the DJ or Event attendant with secure storage at the Event to accommodate all equipment and/or instruments carried by the DJ or Event attendant.

### Outdoor Events

- Where the Event is being held outdoors in a marquee or under a building structure partially exposed to the elements, the Customer will provide:
  - a minimum of 2x 13A power sockets are located within 15 metres of the DJ setup area, and
  - adequate overhead shelter for the DJ setup area and dancefloor ensure that these areas are dry at all times.
- We reserve the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to Us, the DJ equipment, or guests of the Event. Every effort will be made to continue the performance however safety is paramount in all decisions.
- No refund of the Booked Fee will unfortunately be made in these circumstances.
- We do not accept responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

### Safe Performance Area And Secure Power Source

- The Customer is solely responsible for providing the DJ with a safe performance area and a secure power source sufficient for the DJ's requirements.
  - This includes a minimum of a 3 metre by 2 metre area for setup, and additional surrounding space for setting up speakers and/or lighting.
  - We require a minimum of one 10-20-amp circuit outlet from a reliable power source within 10 metres of the set-up area (Two 10 amp circuits are preferred, where possible)
  - This circuit must be free of all other connected loads.
  - Additional outlets on SEPARATE circuits for lighting (if contracted for) are required.
- Any delay in the performance or damage to Our equipment due to improper power is the responsibility of the Customer.
- The Customer will be liable for any damage to Us or the Venue caused by a failure (i) to provide or maintain a safe performance area or (ii) to provide a secure power source.

### OH&S

- In order to prevent equipment damage or liability arising from accidental injury to any Event guests, We reserve the right to deny any guest access to the DJ's sound system, music recordings, or lighting equipment.



- Where the Event guests include children under the age of 16 years, the Customer is responsible for the behaviour and safety of any children in attendance. The Customer will ensure adequate adult supervision is maintained at all times.

#### **Supervision Of Guests And Children**

- The Customer agrees to provide adequate supervision of guests and will ensure that Venue management adequately supervise customers and or staff on site premises, and will take all reasonable steps to prevent any persons from impeding the DJ's performance or delivery of Services.
- Unsociable behaviour or unwarranted abuse or from the Customer's guests or Venue staff will not be tolerated and will result in the performance being terminated with no loss of Fees to Us. As such, no refunds will be provided. Unsociable behaviour includes, but is not limited to, drunken, rowdy and potentially life and property threatening behaviour.
- The Customer agrees that they will be liable for compensation for any loss of or damage to the DJ's equipment, vehicle(s) or personal belongings caused by the Customer's guests (including children under 16 years), Venue customers and or Venue staff.

#### **Song Playlists And Guest Requests**

- We will accept music playlists and requests in advance of the Event and will endeavour to play a reasonable number of your chosen requests, provided such requests are submitted at least 72 hours before the Event. The Customer also agrees that We cannot guarantee the inclusion of any difficult-to-source, obsolete or deleted songs either requested at the Event or previously requested.

#### **Photography & Privacy**

- We reserve the right to use or distribute photograph or video footage of the Customer's Event for any public or commercial purpose, and reserves copyright or any other intellectual property of said videos or photographs. Protecting your privacy and the confidentiality of your personal information is important to us, as it is fundamental to the way we conduct business. We are sensitive to privacy issues and treats very seriously the ongoing trust our customers have placed in us. If the Customer wishes no video or photography to be taken it is the Customer's responsibility to let Us know before the Event date.

#### **Sound Limiter Restrictions**

- Prior to booking the Event, The Customer will inform Us of any Venue sound limiter installation, and We reserve the right to decline the Event on this basis.

#### **Parking**

- Where the venue does not have its own parking facilities, We reserve the right to pass on any additional parking fees for refund by the Customer.
- Furthermore, in accordance with Health and Safety laws, We reserve the right to decline the Event should illegal or hazardous parking be required in order to unload equipment from the DJ's vehicle.

#### **Meals and Refreshments**

- You agree to provide the DJ with all meals and refreshments while the DJ is at the Event.

### **10. GENERAL**

#### **Public Liability Insurance**

- Upon request by the Customer, We agree to provide proof of Public Liability Insurance and certifications as may be required by the 1Venue.

#### **Breach of Terms and Conditions**

- If the Customer breaches this Agreement, without limiting the remedies available We may without notice:
  - cancel the Booking without providing a refund;
  - restrict the Customer from making or participating in future Bookings with Us.

#### **Reserved Rights**

- Without limitation to all other rights enjoyed by Us, We expressly reserve the right at any time to:
  - Modify this Agreement as provided herein;
  - Change Our website, including eliminating or discontinuing any content on or feature of the website, and/or adding new features, categories;
  - Change Our Fees;
  - Change, edit, add to, disable or delete any information or imagery at our sole discretion, or other website content, without notice.
- Invalidation of any provision of this Agreement shall not impair or affect in any manner the validity or enforceability of the remaining provisions, which in such case shall remain in full force and effect.

#### **Choice Of Law**

- This Agreement is governed by the laws of New South Wales, Australia. The Customer irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia.