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(1) <<Name of the Provider>>

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DJ Services (B2C)

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THIS AGREEMENT is made the
BETWEEN:

(1) <<Insert Name of DJ Service Provider>> trading as <<Insert Trading Name if Different From Company Name>> of Business Type, e.g. Sole Trader, Partnership, LLP, Private Limited Company, > [as a self-employed individual] [registered in England under Registration Number>>] [,whose registered address is <<Insert Registered Address>> and] whose main trading address is <<Insert Address>>

(2) <<Name of Client>> of <<Insert Client Details>>

WHEREAS:

- (1) We, <<Insert Name of DJ Service Provider>> provide Services at Events to clients who are “Consumers” (as defined in the Consumer Rights Act 2015) and We have reasonable skill, knowledge and experience in the field.
- (2) You wish to engage Us to provide Services at Your Event (as defined in Clause 1 below), subject to the terms of this Agreement.
- (3) We agree to provide the Services in accordance with the 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 meanings set out below:

“**Booking**” means the booking made by You 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 Day**” means any day inclusive excluding bank and public holidays;

“**Consumer**” means an individual defined by the Consumer Rights Act 2015. In this Agreement means an individual who has purchased Services from Us for the individual’s purposes wholly or mainly outside the scope of his or her business;

“**Deposit**” means the amount stated in the Booking Form, being the amount payable by You to Us;

“**DJ**” means the person who We nominate to provide the Services;

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an event arranged by You taking place in or around the UK. We provide the Services as a part of

(calculated on the basis of Our Price
ices;

[the above address] OR [<Insert

A. The list of Fees for Our Services. The list of Fees for Our Services is available from <<Insert Location of the list of Fees for Our Services>> at Our Premises>>;

A contracts (Information, Cancellation and
ulations 2013;

ices (on a date, at a time and for an
comprising playing of recorded music to
the associated services outlined in the

M [company] whose name is set out
a of business and contact address is [set
c at Other Address>>] [and includes all
C agents)];

to whom We agree to provide any

identified in the Booking Form at which
where We are to provide the Services)
premises which You arrange to make

any reference in this Agreement to a use of this Agreement;

for convenience only and shall not

include the plural and vice versa;

other gender; and

expression, includes letter by post or
together sent by e-mail, fax, [text

do not intend to book any Services.

do not book any Services.

particular time/date slot to provide
unless and until You make a

F [e] [or] [in writing] [or] [completing the Services required and the date We receive Your enquiry, We will either We are able to provide the time, and at the place required, ple based on the information You complete the Booking Form. [We will

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3. Changes to Booking Details

time before the Event. We will use requested change, but we shall be requested by You, We shall be in accordance with the Price List, Fees within <<Number, e.g. 3>> change. After that notification:

- may confirm the change and the

And Fees, You may confirm to Us in

al Fees agreed and without the

3.2.2 cancel Your
this Agreement

If You do not let us have a
Business Days after We
remain unchanged and We
without the requested chan

4. Fees and Payment

4.1 After You have paid
in full and cleared
Event, but if the Bo
Event, You must in
when You return/su

4.2 You must pay the F
You.

4.3 You may pay Us the

4.3.1 <<Insert me
Booking Sys

4.3.2 <<Insert me
nominated b

4.3.3 <<Insert Add

4.4 We may alter the p
increase between t
Event, the price inc
increase for the Eve

4.5 All prices of Service

4.6 If You state anythin
We previously quo
necessitates alterin
amount and ask Yo
writing that You do
not accept the Book

4.7 [The Booking Form
[guests] who will at
based on that numb
You submit the Bo
notify Us that You h
may be altered by
e.g. 25%>> greater
estimate will be a c
of Clause 3 above.]

4.8 [If the number of [<<Percentage, e.g.
We reserve the righ
have adapted the S
that You pay for th
payable as stated in
We decide to charg
give You an invoic
<<Number, e.g. 3>>
and payable within

to the cancellation provisions in

ations within <<Number, e.g. 3>>
ment to Fees, the Booking shall
as at the original Fees agreed and

st pay Us the balance of the Fees
<<14>> calendar days before the
<<14>> calendar days before the
nce of the Fees with the Deposit
Booking Form to Us.

st We fully and correctly provide to

using any of the following methods:

ard By Phone or Using Our Online

CS or CHAPS transfer into Our

hout prior notice, but if any prices
e a Booking and the date of the
ou and the Fees will therefore not

are inclusive of VAT.

which We were not aware of when
s payable and We decide that it
will advise You of the revised Fee
to proceed. Unless You confirm in
y the revised Fee amount, We will

e of the number of [the audience]
amount of the Fees payable will be
List. If, however, at any time after
before the date of the Event You
d number, the amount of the Fees
number is more than <<Percentage,
ate, and in that case Your revised
to your Booking for the purposes

attending the Event is more than
last estimate You notified to Us,
tional amount of Fees [where We
ncreased number]. The total Fees
e the total amount that would be
tual number attending the Event. If
, We will tell you at the Event and
hount [[at the Event] [or] [within
e Event]]. That invoice will be due
business Days after We give it to

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- on total time which will be spent by loading, setting up/packing up, the provided, all breaks taken by the DJ and from Your Premises. We will (of the Fees to apply) of the total the time during which We provide

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- in advance for all Services, You
prior notice that We require to be
ep some or all of those Fees as

- le if You give Us at least <<Insert
cancellation. If You do so We will
ce.

- services but do not give Us at least 30 days prior notice of cancellation. You agree to indemnify Us for any net financial loss that results from the purpose of this sub-Clause 5.3, arising from Our declining a third party's offer without Our acceptance of Your

limited to an amount equal to the

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limited to an amount equal to:

- ces where that prior notice is less
;

- the Services where that prior notice is at least 7 days but less than <insert>

- the Services where that prior notice
14>> days but less than <<insert

- e Services where that prior notice
21>> days but less than <<insert

SAMPLE

- | | | |
|--|--|---|
| <p>5.3.5 <<e.g. 25>> is more than number, e.g.</p> <p>5.3.6 <<e.g. 15>> is more than same period</p> <p>We will be entitled to for the Services, and under this sub-Clause liable to pay Us the cancel the Services</p> | | <p>the Services where that prior notice 28>> days but less than <<insert</p> <p>the Services where that prior notice 35>> days but less than <<Insert days.].</p> <p>in any sum(s) You paid in advance balance to You. Where the charge m(s) paid in advance, You will be s after You give Us prior notice to</p> |
| <p>5.4 If, due to exception accidents, or berea Event has been a availability of the B without giving Us notice, We will co whether to waive an under the above pro</p> | | <p>ding, but not limited to, illness, You or the person for whom the ty to run the Event due to non- emises, You cancel the Services period as in Clause 5.2>> prior es and in Our discretion decide ation that We are entitled to make</p> |
| <p>5.5 We may cancel a B Services in the follo</p> <p>5.5.1 [We agree t person beco control and alternative t cancel the S the Fees Yo incurred spe recover; or]</p> <p>5.5.2 An event de more than Services in s You have pa</p> <p>5.5.3 You have no case, You w would be lia 5.3 at the tim</p> <p>5.5.4 We find that If We do de refund to Yo any costs W unable to sa</p> | | <p>the time and date booked for the</p> <p>J to provide the Services but that y reason beyond Our reasonable sub-Clause 6.7, We propose an h to accept. If We do decide to ances We will refund to You in full Services less any costs We have s which We are unable to save or</p> |
| <p>If We cancel the S refund Fees or othe</p> <p>5.6 Prices for the Servi to give You as muc</p> <p>5.7 We may immediate</p> <p>5.7.1 any act or c reasonable c amounts to Y</p> | | <p>3 below occurs and continues for e.If We do decide to cancel the will refund to You in full the Fees r</p> <p>e and payable by that time. In that if, and to the same extent as You ed the Booking under sub-Clause sub-Clause 5.5.3; or</p> <p>er” (as defined in Clause 1 above). es in such circumstances We will ave paid Us for the Services less ally for the Services which We are</p> <p>ances We will have no liability to tion except as above.</p> <p>e from time to time but We will try of any such changes.</p> <p>the Services if:</p> <p>any person(s) at the Event in Our onable for the DJ to continue or it ement; or</p> |

- 5.7.2 the venue is not suitable for the Services or other conditions make it unsafe, impracticable to provide the Services outdoors and You do not have an indoor area at Your Premises.
- You will not be entitled to a refund of any part of the Fees for Services not provided if the Services are not made on Our Premises, the above provisions of this Clause 5.8, and they will be provided during the 14 day period after the Booking is made, but only if You request any Services to be provided on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide those Services and You must pay for them in accordance with this sub-clause. If You cancel as allowed by this sub-clause, We will refund to You. If You cancel as allowed by this sub-clause and You have already made any payment(s) to Us for the Booking, We will refund to You within 14 days of receiving Your cancellation for the Services covered by that Booking that We have provided.
- 6. Further Details of Our Obligations Relating to the Services**
- 6.1 The following will apply in addition to all details set out in this Agreement and in the Terms and Conditions of Use on Our website:
- 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 applicable statutory and regulatory requirements;
 - 6.2.3 in accordance with the particular type of Services set out in the Booking Confirmation and the details relating to that particular type of Services on Our website; and
 - 6.2.4 in a format and manner that We decide unless We specifically provide confirmation to You before the Booking is made of any particular format and manner in which case We will provide the confirmation. [If that confirmation states that We will provide a request list for particular items of Services, then if at least <<14>> days before the Event, You must request to include them, but We will not be obliged to provide those items if requests 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 cover for the provision of the Services.
- 6.4 We will provide all equipment, including music, music media, lighting, staging, and PA system required for the Services.
- 6.5 Neither We nor the Service Provider are responsible for supervising any dancing or other activity or to ensure the safety of anyone attending the Event.
- 6.6 We will ensure that the Services are provided to a professional standard and that backup equipment is available wherever possible, that backup of Our equipment.
- 6.7 If We agree that a Service Provider is to provide the Services, We will use a reasonable endeavour to ensure that the Service Provider is available at any time. However, We will be entitled to use another Service Provider if for any reason the DJ agreed becomes unavailable at the Event.

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6.8 If at any time You agree to provide the Services later than the time agreed for whether or not due to the Event (whether or not due to the Event Booking Form), and consequently that agreed time, then, if the DJ does not provide the Services at (or before) the agreed time, We will not be liable for the Services beyond the time agreed for finishing the Services in the Booking Form.

6.9 [If You request the Services to be provided later than the agreed finishing time and he/she agrees to do so, Your Fees will be calculated at Our hourly rate (pro rata) set out in the Booking Form for the additional time he/she spends. We will give You an invoice for the amount [[at the Event] [or] [within a specified period of time after the Event]]. That invoice will be due within a specified number of Business Days after We give it to You.]

6.10 [Where the period of time for setting up/packing up the Services is of <<Period of Time, e.g. 90, 120, 180,>> minutes, then We will take [two breaks of 20 minutes each approximately] [or] [one break of 10 minutes] [a break of 10 minutes] [OR [those break periods are included in that total of <<Period of Time, e.g. 90, 120, 180>> minutes]]

6.11 [We will be responsible for any damage brought to Your Premises by the DJ or his/her staff or for cleaning or tidying up any part/s of Your Premises as a result of the provision of the Services].

6.12 [We will provide reasonable liaison (before and at the Event) with any third parties who may be providing other services at the Event provided that they do not provide any services other than the Services.]

6.13 [We will not be obliged to start setting up sooner than We have been allowed for to ensure that We can start the Services at the agreed start time for the Services and finish the Services at the agreed finish time for the Services.]

6.14 [Where the venue is not suitable for the Services, in breach of sub-Clause 7.10 below, You fail to provide the Services, or the installation of that installation before We accept the Booking Form prevents altogether or adversely affects Our provision of the Services for any or all of the period that We agreed to provide the Services, then, at that risk, and consequently We will not be entitled to any refund of Fees.]

6.15 We only make Services available to "consumers" (as defined in Clause 1 above), and Your confirmation that You are a consumer in connection with any Booking by You.

7. Your Obligations

You must ensure that:

7.1 Your Premises are ready for the DJ to arrive at the time and time of the Event and are ready for the DJ to unload, bring in, and set up the Services;

7.2 where the venue for the Services is outdoors, You have a backup plan to use indoor premises where weather conditions make it unsafe, impractical or impossible to begin or continue the Services outdoors;

6.8 If at any time You agree to provide the Services later than the time agreed for whether or not due to the Event (whether or not due to the Event Booking Form), and consequently that agreed time, then, if the DJ does not provide the Services at (or before) the agreed time, We will not be liable for the Services beyond the time agreed for finishing the Services in the Booking Form.

6.9 [If You request the Services to be provided later than the agreed finishing time and he/she agrees to do so, Your Fees will be calculated at Our hourly rate (pro rata) set out in the Booking Form for the additional time he/she spends. We will give You an invoice for the amount [[at the Event] [or] [within a specified period of time after the Event]]. That invoice will be due within a specified number of Business Days after We give it to You.]

6.10 [Where the period of time for setting up/packing up the Services is of <<Period of Time, e.g. 90, 120, 180,>> minutes, then We will take [two breaks of 20 minutes each approximately] [or] [one break of 10 minutes] [a break of 10 minutes] [OR [those break periods are included in that total of <<Period of Time, e.g. 90, 120, 180>> minutes]]

6.11 [We will be responsible for any damage brought to Your Premises by the DJ or his/her staff or for cleaning or tidying up any part/s of Your Premises as a result of the provision of the Services].

6.12 [We will provide reasonable liaison (before and at the Event) with any third parties who may be providing other services at the Event provided that they do not provide any services other than the Services.]

6.13 [We will not be obliged to start setting up sooner than We have been allowed for to ensure that We can start the Services at the agreed start time for the Services and finish the Services at the agreed finish time for the Services.]

6.14 [Where the venue is not suitable for the Services, in breach of sub-Clause 7.10 below, You fail to provide the Services, or the installation of that installation before We accept the Booking Form prevents altogether or adversely affects Our provision of the Services for any or all of the period that We agreed to provide the Services, then, at that risk, and consequently We will not be entitled to any refund of Fees.]

6.15 We only make Services available to "consumers" (as defined in Clause 1 above), and Your confirmation that You are a consumer in connection with any Booking by You.

7.1 Your Premises are ready for the DJ to arrive at the time and time of the Event and are ready for the DJ to unload, bring in, and set up the Services;

7.2 where the venue for the Services is outdoors, You have a backup plan to use indoor premises where weather conditions make it unsafe, impractical or impossible to begin or continue the Services outdoors;

- 7.3 You are present throughout the Event to provide the Services;
- 7.4 Your Premises are available for the DJ to provide 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 equipment][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 for the purpose of the Event;
 - 7.5.3 ramp or lift available for the DJ to access the setup 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's equipment [comprising [one][two] [13] [-phase] power source[s] along the wall of the DJ's equipment, [plus [one][two] circuit[s] for lighting where lighting is required];
 - 7.5.5 appropriate parking for the DJ if he/she will be at Your Premises for longer than 2 hours (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 assume that permission is granted to you 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 (excluding setting up and packing down) is <<Period of Time, e.g. 60, 90, 120>> minutes, and during that period, the DJ is required to do so if We and You have previously expressly agreed to a break and the length of the break. Such an agreement is included as part of the period for which the Services are provided;
- 7.8 if You or any other person (including the DJ) at Your Premises negligently causes damage to any property belonging to Us or the DJ, You must reimburse Us the cost of repairing/replacing the equipment or property up to a maximum of [2],000 for all items;
- 7.9 [You do not, and You do not permit any person (including the DJ) to, in any manner or by any means reproduce, or transmit, or otherwise use, for any music played by the DJ, whatsoever any of the DJ's equipment, recordings, or other equipment, unless and except as expressly agreed in writing;]
- 7.10 [where the venue has a Booking Form or otherwise] You advise Us [in the Booking Form or otherwise] before You submit/return the Booking Form, to 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 delay in performing Our obligations

under the contract n

8.2 If any event descri

adversely affect Ou

will try to inform Yo

suspended when th

will be extended ad

may suggest an al

available. You may

not provide due to t

paid to Us for the ca

9. Limitation of Liability

9.1 We will be respon

suffer as a result

negligence. Loss o

Our breach or neg

contract with You

damage that is not t

9.2 We provide and se

use/purposes. We

business, interruptio

9.3 Whilst we endeavo

comprising the S

[guests][audience]

range of [guests][a

catered for if they

reasonably endeav

other requirements

liable if You or the

person/s either do n

9.4 Nothing in this Agre

death or personal

employees, agent

misrepresentation.

9.5 Furthermore, if you

2015, or a consum

legislation, nothing

prejudice, or other

rights or remedies,

9.5.1 the Consum

9.5.2 the Regulati

9.5.3 the Consum

9.5.4 any other co

as that legislation is

For more details o

Advice Bureau or T

10. Changes to Terms and C

We may from time to time c

giving You notice, but We v

as is reasonably possible o

beyond Our reasonable control.

1.1 occurs that does or is likely to

obligations under the contract, We

ly possible, Our obligations will be

time limits that We are bound by

You when that event is over and

when We can make the Services

cancel any Services which We do

fund in full the Fees that You have

the loss or damage that You may

Agreement or as a result of Our

if it is an obvious consequence of

plated by You and Us when Our

be responsible for any loss or

only for Your personal and private

ou for any loss of profit, loss of

loss of business opportunity.

orm and content of entertainment

ble for and enjoyed by the

y able to take into account the age

cal taste/s or requirements to be

ooking Form. Provided that We

the information about age/taste or

orm, We will not be responsible or

Event is arranged, or any other

find them unsuitable.

will exclude or limit Our liability for

negligence (including that of Our

or for fraud or fraudulent

efined by the Consumer Rights Act

f any other consumer protection

tended to or will exclude, limit,

ties or obligations to You, or Your

der:

r

ation

me.

ase refer to Your local Citizens'

nditions of this Agreement without

endeavours to inform You as soon

with the law of [England] [Ireland] [Scotland].

16.2 As a Consumer, You agree that the mandatory provisions of the law in your country of residence prevail over the provisions of Clause 16.1 above takes away or reduces Your rights in those provisions.

16.3 Any dispute, controversy or claim between You and Us relating to this Agreement shall be referred to the arbitration between You and Us (whether contractual or otherwise) and shall be subject to the jurisdiction of the courts of England, Wales, Scotland or Ireland, as determined by Your residency.

[Attachment]

TERMS AND CONDITIONS

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 will be their request on the terms and conditions set out in the Agreement already signed.
- (2) Only if and when DJ signs, signed and submitted by 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 to DJ.
- (4) DJ will not be bound by any requirements if they are communicated by Client to DJ.
- (5) Additional information/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:
8.	Nature of Event (e.g. wedding/engagement/ wedding anniversary/ retirement/birthday celebration):
9.	Format of Event (e.g. dinner dance, disco with bar):
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 to be enclosed/paid on date of submitting this form:
16.	Estimated number of guests:
17.	Time when DJ to arrive at venue to park/unload:

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Immediately adjoining primary location:

How far from primary location: << >>

18.	Names of any third parties providing services at Event with whom DJ is to liaise/cooperate:	
19.	Is there a sound limiter at the venue:	
20.	Age range of guests:	
21.	Musical styles/ tastes to be catered for or other musical content requirements:	
22.	Will the type of music or specific music in "21" need to be the only music played by DJ or may other musical styles/tastes/content be included?	
23.	Additional information/ requirements of Client:	
Signed by the Client:	
Dated by Client:		
Booking confirmed Signed by or for DJ:		
Dated by DJ:		

SIGNED

[by Us]

OR

[for and on behalf of Us]

(DJ Services provider):

[<<Name and Title of individual who signed for 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 by You, the Client:

<<Name of person who is the Clie

Signature

Date: _____

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