

**BACKGROUND:**

These Terms and Conditions apply to provision of Services at an Event by [<<Insert Full Name>>] as a self-employed individual] of [<<Insert DJ Name>>] OR [<<Insert DJ Name>>] a company registered in [<<Country of Registration>>] under Registration Number <<Insert Registration Number>> whose registered office is at <<Address>> "Business Client" (and not for a "Consumer" as defined by the Consumer Protection Act 2008 or other consumer legislation).

These Terms and Conditions apply to provision of Services at an Event by [<<Insert Full Name>>] as a self-employed individual] of [<<Insert DJ Name>>] OR [<<Insert DJ Name>>] a company registered in [<<Country of Registration>>] under Registration Number <<Insert Registration Number>> whose registered office is at <<Address>> "Business Client" (and not for a "Consumer" as defined by the Consumer Protection Act 2008 or other consumer legislation).

**1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

**"Booking"**

the Booking Form (made as set out in these Terms and Conditions) for the Services for an Event;

**"Booking Form"**

the Booking Form [attached to these Terms and Conditions and available] [provided] by Us to You] for the Services and the Event, including the Booking Form for the Services;

**"Business"**

any trade, craft, or profession carried on by an individual or an organisation;

**"Business Client"**

an organisation booking the Services wholly or in part for the purposes of a Business;

**"Business Day"**

any day inclusive excluding bank and public holidays;

**"Data Protection Legislation"**

any legislation in force from time to time in the United Kingdom relating to data protection and privacy, including, but not limited to, the UK GDPR (the retained EU law of the United Kingdom) (EU) Data Protection Regulation ((EU) 2016/679) (as part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (as made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended from time to time;

**"Deposit"**

the amount stated in the Booking Form, being the amount payable for the Services;

**"DJ"**

the person who We nominate to provide the Services;

**"Event"**

any event arranged by You taking place at the location which We provide the Services [as a part of the Services];

**"Fees"**

the Fees, including VAT (calculated on the basis of the applicable VAT rate) for the Services;

“Our Premises”

“Price List”

“Services”

“We/Us/Our”

“You/Your”

“Your Premises”

1.2 Unless the context  
Conditions to:

1.2.1 “these Terms  
Conditions; and

1.2.2 a Clause or  
Conditions;

1.3 The headings used  
and shall not affect

1.4 Words signifying the

1.5 References to any gender

1.6 References to “written  
hand, and electronic  
message,] or other

## 2. Booking Procedure

2.1 We will not reserve  
Services nor will We  
Booking and pay for

2.2 You may make a booking  
the enquiry form on  
and place of the Event  
respond to let you know  
Services that You require.  
We will also advise You  
have given Us, and  
[We will provide you with  
Form on Our website]

2.3 If You would then  
<<Number, e.g. 3>>

[the above address] OR [<<Insert

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

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

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

organisation to whom We agree to provide  
of the Event; and

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

each reference in these Terms and

a reference to these Terms and

to a Clause of these Terms and

conditions are for convenience only  
the Terms and Conditions;

include the plural and vice versa;

other gender; and

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

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

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

make a Booking, You must within  
We have responded to Your enquiry,

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fully complete and return the Booking Form to Us and also pay us the Deposit when you receive the completed Booking Form to Us.

2.4 You are responsible for ensuring that the information on the Booking Form is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by such information. We will provide you with accurate and complete information.

2.5 If You communicate with Us other than in the Booking Form, it will not have any legal effect. We will not be liable for any matter or detail [in the Booking or the contract between Us and You, whether it arises from an enquiry form on Our Website or by enquiry by phone or in person or in writing, unless We specifically state otherwise in writing that it will apply to the Booking.

2.6 By completing and returning the Booking Form to Us, You confirm that you accept, and agree to be bound by, these Terms and Conditions.

2.7 Your return/submission of the Booking Form to Us, and Your payment of the Deposit (and balance of Fees) (and balance of Fees to be paid) will be a binding offer for the particular Service. We will accept or decline that offer in Our absolute discretion.

2.8 We may in Our discretion accept the completed Booking Form even if the time when You return the completed Booking Form to Us is later than the end of the period specified in sub-Clause 2.3.

2.9 We will respond to You within <<Number, e.g. 3>> Business Days after receiving the Booking Form and Deposit by either accepting Your offer (i.e. confirming the Booking) or by declining it. If We decline it, We will advise You of the reason for our decline and explain why We have declined the offer.

2.10 Only if and when You return the Booking Form to Us (and balance of Fees to be paid) and We have received the Booking request, then will there be a Booking between You and Us.

**3. Changes to Booking Details**

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

3.1 If You accept the amended Fees to Us, We will confirm the change and the amended Fees to Us in writing.

3.2 If you are not willing to accept the amended Fees, You may confirm to Us in writing either that You

3.2.1 receive the amended Fees agreed and without the requested changes, or

3.2.2 cancel Your Booking. In either case, You shall be subject to the cancellation provisions in these Terms and Conditions.

If You do not let us have a Booking within <<Number, e.g. 3>> Business Days after We have notified You of the proposed changes, the Booking shall be cancelled and the Deposit and Fees shall be returned to You.

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remain unchanged and We will not be bound by any such changes without the requested changes being agreed in writing.

at the original Fees agreed and

#### 4. Fees and Payment

4.1 After You have paid the Fees in full and cleared the Event, but if the Booking Form is not returned to Us by the date of the Event, You must inform Us when You return/su

must pay Us the balance of the Fees <<14>> calendar days before the <<14>> calendar days before the date of the Event. You must pay the balance of the Fees with the Deposit Booking Form to Us.

4.2 You must pay the Fees to Us. You.

that We fully and correctly provide to

4.3 You may pay Us the Fees using any of the following methods:

using any of the following methods:

4.3.1 <<Insert method of payment>> Card By Phone or Using Our Online

Card By Phone or Using Our Online

4.3.2 <<Insert method of payment>> BACS or CHAPS transfer into Our

BACS or CHAPS transfer into Our

4.3.3 <<Insert Address>>

4.4 We may alter the prices of Services 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 will be the price in effect at the date of the Event.

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 will be the price in effect at the date of the Event.

4.5 All prices of Services are inclusive of VAT.

are inclusive of VAT.

4.6 If You state anything in writing which We were not aware of when We previously quoted a price, which necessitates altering the price amount and ask You to confirm in writing that You do not accept the Booking Form, We will not accept the Booking Form.

which We were not aware of when the Fees are payable and We decide that it is necessary to revise the Fees, We will advise You of the revised Fee amount and ask You to confirm in writing that You do not accept the Booking Form, We will not accept the Booking Form.

4.7 [The Booking Form will be based on the number of [the audience] [guests] who will attend the Event based on that number. If the number of [the audience] [guests] You submit the Booking Form is less than the number of [the audience] [guests] You notify Us that You have revised the estimate, the amount of the Fees may be altered by [the percentage, e.g. 25%]>> greater than the original estimate. Your revised estimate will be a copy of the original estimate of Clause 3 above.]

of the number of [the audience] [guests] who will attend the Event based on that number. If the number of [the audience] [guests] You submit the Booking Form is less than the number of [the audience] [guests] You notify Us that You have revised the estimate, the amount of the Fees may be altered by [the percentage, e.g. 25%]>> greater than the original estimate. Your revised estimate will be a copy of the original estimate of Clause 3 above.]

4.8 [If the number of [the audience] [guests] attending the Event is more than [the percentage, e.g. 25%]>> greater than the last estimate You notified to Us, We reserve the right to charge You an additional amount of Fees [where We have adapted the Services to the increased number]. The total Fees that You pay for the Event will be the total amount that would be payable as stated in the original estimate if the actual number attending the Event is [the percentage, e.g. 25%]>> greater than the last estimate. If We decide to charge You an additional amount, We will tell you at the Event and give You an invoice for the additional amount [[at the Event] [or] [within <<Number, e.g. 3>> business Days after We give it to You].]

attending the Event is more than [the percentage, e.g. 25%]>> greater than the last estimate You notified to Us, We reserve the right to charge You an additional amount of Fees [where We have adapted the Services to the increased number]. The total Fees that You pay for the Event will be the total amount that would be payable as stated in the original estimate if the actual number attending the Event is [the percentage, e.g. 25%]>> greater than the last estimate. If We decide to charge You an additional amount, We will tell you at the Event and give You an invoice for the additional amount [[at the Event] [or] [within <<Number, e.g. 3>> business Days after We give it to You].]

4.9 [If the number of [the audience] [guests] attending the Event is less than You previously estimate, the amount of the Fees payable for the Event will be the amount of the Fees payable for the number that You

attending the Event is less than You previously estimate, the amount of the Fees payable for the Event will be the amount of the Fees payable for the number that You

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previously estimate  
reduction in Fees f  
on request We will  
reduction in Fees, a  
to You the amount b

You will not be entitled to any  
e the number is significantly less,  
tion decide whether to make any  
make any reduction We will repay  
duce the Fees].]

4.10 [The calculation of  
Us at Your Premise  
period of time for w  
during that time, an  
advise You (when  
amount of time We  
the Services.]

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

**5. Cancellation of Services**

5.1 If, at any time after  
cancel the Services  
given as follows, V  
follows.

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

5.2 You may cancel the  
Number, e.g 56>>  
refund to You any s

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

5.3 If You give Us prior  
<<Insert same period  
of the Services, We  
We suffer due to Y  
Our net financial lo  
party booking We  
Booking.]

ervices but do not give Us at least  
> days prior notice of cancellation  
e You for any net financial loss that  
e purpose of this sub-Clause 5.3,  
arising from Our declining a third  
out for Our acceptance of Your

**EITHER**

[However, the can  
<<insert e.g. 100%  
Services.]

e limited to an amount equal to  
the total amount of>> Fees for the

**OR**

[However, the cand

limited to an amount equal to:

5.3.1 100% of the  
than <<Inse

ces where that prior notice is less  
s;

5.3.2 <<e.g. 90>>  
is more than  
number, e.g

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

5.3.3 <<e.g. 80>>  
is more than  
number, e.g

the Services where that prior notice  
>> 28>> days but less than <<insert

5.3.4 <<e.g 70>>  
is more than  
number .e.g

the Services where that prior notice  
>> 35>> days but less than <<insert

5.3.5 <<e.g 60>>  
is more than  
same period

the Services where that prior notice  
>> 42>> days but less than <<Insert  
]

We will be entitled t  
for the Services, ar

m any sum(s) You paid in advance  
balance to You. Where the charge

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under this sub-Clause  
liable to pay Us the  
cancel the Services

m(s) paid in advance, You will be  
s after You give Us prior notice to

5.4 We may cancel a B  
Services in the follo

e the time and date booked for the

5.4.1 [We agree t  
person beco  
sub-Clause  
to accept; or

J to provide the Services but that  
y reason and, in accordance with  
rnative DJ whom You do not wish

5.4.2 An event de  
more than <

B below occurs and continues for  
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5.4.3 You have no  
case, You w  
would be lia  
at the time V

e and payable by that time. In that  
if, and to the same extent as, You  
the Booking under sub-Clause 5.3  
-Clause 5.4.3; or

5.4.4 We find that  
Act 2015).

as defined in the Consumer Rights

If We cancel the S  
except as follows.

stances We will have no liability

Where that cancel  
before the time an  
cancellation is unde  
You have paid Us f  
cannot reasonably s

<Insert Number, e.g. 14>> days  
Services, then, except where the  
will refund to You in full the Fees  
costs We have incurred which We

5.5 If less than <<Insert  
5.4>> days before f  
"Consumer" (as de  
liability to You cand  
entitled to receive a  
equal to any costs d

s in final paragraph of sub-Clause  
e Services We find that You are a  
Rights Act 2015) We may without  
Services forthwith and You will be  
f such part of the Fees paid as is  
a result of that cancellation.

5.6 Prices for the Servi  
to give You as much

e from time to time but We will try  
of any such changes.

5.7 We may immediate

the Services if:

5.7.1 any act or o  
reasonable c  
amounts to Y

ny person(s) at the Event in Our  
onable for the DJ to continue or it  
ms and Conditions; or

5.7.2 the venue  
impracticabl  
do not have  
Premises.

ther conditions make it unsafe,  
le the Services outdoors and You  
n to use an indoor area at Your

You will not be enti  
completed as a res

r part of the Fees for Services not

**6. Further Details of Our Ob**

**relating to the Services**

6.1 The following will a  
these Terms and Co

n addition to all details set out in  
ing Form.

6.2 We will provide the

6.2.1 with reasona

6.2.2 in accordanc

utory and regulatory requirements;

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- 6.11 [We will be responsible for any damage to Your Premises caused by the DJ or his/her equipment brought to Your Premises for the Services, including but not limited to, items brought to Your Premises for cleaning or tidying up any part/s of Your Premises.]
- 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 We do not provide any services other than the Services.]
- 6.13 [We will not be obliged to set up the Services any earlier than the time allowed for to ensure that the Services begin at the agreed start time for the Services and finish at the agreed end time for the Services.]
- 6.14 [Where the venue is not suitable for the Services, You shall not be held liable, but, in breach of sub-Clause 7.11 below, You shall not be held liable for the cost of that installation before We accept the Booking Form, or if the installation prevents altogether or adversely affects Our provision of the Services for any or all of the period that We agreed to provide the Services, and consequently We will not be entitled to any refund of Fees.]
- 6.15 [The DJ will comply with any request by You to adjust the sound volume level of any equipment provided that You accept that doing so may affect the quality of the Services.]
- 6.16 [The DJ may [not] use any promotional material, including but not limited to, CDs, demo CDs/DVDs, or other audio or video recordings, at the Event who request information about the DJ.]
- 6.17 We only make Services available to "Business Client" (as defined in Clause 1 above), and Your use of the Booking Form will be deemed to be Your confirmation that You are a "Business Client".

## 7. Your Obligations

You must ensure that:

- 7.1 Your Premises are ready for the DJ to arrive on the date and time of the Event and that Your Premises are ready for the DJ to unload, bring in, and set up his/her equipment from that time;
- 7.2 where the venue is outdoors, You have a backup plan to use indoor premises where weather conditions make it unsafe, impractical, or otherwise impossible to begin or continue the Services outdoors;
- 7.3 You are present throughout the duration of the Services;
- 7.4 Your Premises are suitable for the DJ to set up his/her equipment and otherwise use his/her equipment;
- 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 set up his/her equipment [(including a [6]-foot by [6]-foot area for setting up speakers [and lighting stands])];
  - 7.5.2 suitable free parking area to allow the DJ to load and park his/her vehicle for the purpose of providing the Services;
  - 7.5.3 ramp or lift access to the DJ's parking area and the setup area;



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7.5.4 such facilities require to provide a power supply no more than [15] feet from the main power amp circuit of the set-up and any additional or alternative is part of the

ties as the DJ may reasonably require, including a power supply no more than [15] feet from the main power amp circuit of the set-up and any additional or alternative is part of the

A

7.5.5 appropriate for longer than [15] minutes for parking, unless you have notified Us at least 48 hours in advance of the arrangements

if he/she will be at Your Premises for the Event (including time engaged in setting up equipment) [unless, where applicable, you have notified Us at least 48 hours in advance of the arrangements that the DJ can make other

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;]

7.6 [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;]

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7.7 [where the total period of the Services (excluding setting up and packing down) is <<Period of Time, e.g. 60, 90, 120>> minutes, and you have requested a break during that period, We will be obliged to provide a break of 20 minutes or more, if you have previously expressed a request for a break. Such an agreement shall be included as part of the period for which the Services are provided;

7.7 [where the total period of the Services (excluding setting up and packing down) is <<Period of Time, e.g. 60, 90, 120>> minutes, and you have requested a break during that period, We will be obliged to provide a break of 20 minutes or more, if you have previously expressed a request for a 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 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;

7.8 if You or any other person 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;

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7.9 [You do not, and You do not permit any person to, record, reproduce or otherwise use any copyright material in any manner whatsoever, including by means of photography, video, audio or otherwise, without our prior written agreement in writing;]

7.9 [You do not, and You do not permit any person to, record, reproduce or otherwise use any copyright material in any manner or by any means whatsoever, including by means of photography, video, audio or otherwise, without our prior written agreement in writing;]

7.10 [You do not use, or permit any person to use, any text, image or other material to promote the Event or the Performance, without our prior written agreement in writing;]

7.10 [You do not use, or permit any person to use, any text, image or other material to promote the Event or the Performance, without our prior written agreement in writing;]

7.11 [where the venue has agreed to provide the Services, You advise Us [in the Booking Form or otherwise] whether or not We will accept the Booking on that basis;

7.11 [where the venue has agreed to provide the Services, You advise Us [in the Booking Form or otherwise] 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, if such non-performance or delay is caused by any cause beyond Our reasonable control.

8.1 We will not be liable for any non-performance or delay in performing Our obligations under the contract, if such non-performance or delay is caused by any cause beyond Our reasonable control.

8.2 If any event described in 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, Our obligations will be suspended when that event occurs and the time limits that We are bound by will be extended accordingly. We will advise You when that event is over and may suggest an alternative performance when We can make the Services available.

8.2 If any event described in 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, Our obligations will be suspended when that event occurs and the time limits that We are bound by will be extended accordingly. We will advise You when that event is over and may suggest an alternative performance when We can make the Services available.

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**12. [Data Protection**

For complete details of Our data including, but not limited to, the legal basis or bases for us processing your personal data sharing (where applicable) [available from <<insert name of location>>].]

storage, and retention of personal data for which personal data is used, the rights and how to exercise them, and please refer to Our Privacy Notice [available from <<insert name of location>>].]

**13. [Data Processing**

13.1 In this Clause 13 a "Data Subject", "data controller", "data processor" shall have the meaning defined in the Data Protection Legislation.

Conditions, "personal data", "data controller", "data processor" and "personal data breach" shall have the meaning defined in the Data Protection Legislation.

13.2 [All personal data processed by the Data Processor on Your behalf, subject to these Terms and Conditions shall be processed in accordance with the terms of a Data Processing Agreement which the Parties shall enter before any personal data is processed.]

processed by the Data Processor on Your behalf, subject to these Terms and Conditions shall be processed in accordance with the terms of a Data Processing Agreement which the Parties shall enter before any personal data is processed.]

**OR**

13.2 [Both Parties shall ensure that the data protection requirements set out in the Data Protection Legislation shall not be overridden by any provision of these Terms and Conditions. Neither Party shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.]

Both Parties shall ensure that the data protection requirements set out in the Data Protection Legislation shall not be overridden by any provision of these Terms and Conditions. Neither Party shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.]

13.3 For the purposes of the Data Protection Legislation and for this Clause 13 and these Terms and Conditions, You are the "Data Controller" and the Data Processor is the "Data Processor".

You are the "Data Controller" and the Data Processor is the "Data Processor".

13.4 The type(s) of personal data to be processed, the nature and purpose of the processing, and the location(s) of the processing shall be set out in a Schedule to the Booking Form.

The type(s) of personal data to be processed, the nature and purpose of the processing, and the location(s) of the processing shall be set out in a Schedule to the Booking Form.

13.5 The Data Controller shall ensure that all necessary consents and notices required by the Data Protection Legislation are in place and that the Data Processor is notified in writing of any such consents and notices required by the Data Protection Legislation for the purposes of the processing of personal data.

The Data Controller shall ensure that all necessary consents and notices required by the Data Protection Legislation are in place and that the Data Processor is notified in writing of any such consents and notices required by the Data Protection Legislation for the purposes of the processing of personal data.

13.6 The Data Processor shall ensure that it complies with its obligations under these Terms and Conditions and the Data Protection Legislation in relation to its processing of personal data.

The Data Processor shall ensure that it complies with its obligations under these Terms and Conditions and the Data Protection Legislation in relation to its processing of personal data.

13.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law;

The Data Processor shall process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law;

13.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental loss, destruction or damage or (b) are in place to protect the personal data from unauthorised access, disclosure, copying, use or alteration, taking into account the current state of technology and the cost of implementing those measures; those measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Booking Form.

The Data Processor shall ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from accidental loss, destruction or damage or (b) are in place to protect the personal data from unauthorised access, disclosure, copying, use or alteration, taking into account the current state of technology and the cost of implementing those measures; those measures shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Booking Form.

13.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to use the personal data only for the purposes for which it is processed.

The Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to use the personal data only for the purposes for which it is processed.

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13.6.4 Not transfer  
written cons  
conditions a

side of the UK without the prior  
roller and only if the following

13.6.4.1

and/or the Data Processor has/have  
guards for the transfer of personal

13.6.4.2

ts have enforceable rights and  
s;

13.6.4.3

omplies with its obligations under  
egislation, providing an adequate  
any and all personal data so

13.6.4.4

t complies with all reasonable  
dvance by the Data Controller with  
ng of the personal data.

13.6.5 Assist the D  
to any and  
compliance  
security, bre  
with supervi  
the Informat

ta Controller's cost, in responding  
ta subjects and in ensuring its  
tion Legislation with respect to  
t assessments, and consultations  
ators (including, but not limited to,  
e);

13.6.6 Notify the D  
breach;

undue delay of a personal data

13.6.7 On the Da  
dispose of) o  
the Data Co  
to retain any

instruction, delete (or otherwise  
a and any and all copies thereof to  
the contract unless it is required  
aw; and

13.6.8 Maintain cor  
technical an  
demonstrate  
the Data Co

rds of all processing activities and  
ures implemented necessary to  
ause 13 and to allow for audits by  
designated by the Data Controller.

13.7 [The Data Process  
to the processing of

any of its obligations with respect  
Clause 13.]

**OR**

13.7 [The Data Process  
contractor with resp  
13 without the prior  
be unreasonably w  
sub-contractor, the

t any of its obligations to a sub-  
f personal data under this Clause  
Data Controller (such consent not to  
at the Data Processor appoints a

13.7.1 Enter into a  
impose upon  
upon the Da  
the Data P  
obligations;

n the sub-contractor, which shall  
same obligations as are imposed  
use 13 and which shall permit both  
ta Controller to enforce those

13.7.2 Ensure that  
that agreem

lies fully with its obligations under  
on Legislation.]

13.8 Either Party may, at  
days'>> notice, alt  
Conditions, replacin  
similar terms that fo

st <<insert period, e.g. 30 calendar  
provisions of these Terms and  
able data processing clauses or  
certification scheme. Such terms

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shall apply when re  
13.9 To the extent that Y  
that that personal in

the Booking Form.  
personal information, You warrant  
d complete.]

#### 14. Complaints and Feedback

We always welcome feed  
endeavours to provide sati  
if You have any cause for  
any other complaint about  
Person to Contact>> who  
Method E.g. Phone, Email

Whilst We always use reasonable  
nevertheless want to hear from You  
ny complaint about the Services or  
ter with [Us] OR <<Insert Name of  
r Premises] [or by] [by] [<<Insert

#### 15. Miscellaneous

15.1 No failure or delay  
and Conditions me  
by Us or You of a  
means that We or  
other provision.

ing any rights under these Terms  
e waived that right, and no waiver  
n of these Terms and Conditions  
equent breach of the same or any

15.2 If any provision of  
authority to be inva  
other provisions of  
provision in questio

ditions is held by any competent  
whole or in part the validity of the  
ditions and the remainder of the

15.3 You will not be enti  
to Us in respect of  
a contract or any ot

n any manner from payments due  
have against Us at any time under  
You and Us.

15.4 Subject to the follow  
parties. Neither Par  
its obligations unde  
such consent not to  
obligations under th  
contractors. Any ac  
purposes of the cor

the contract will be personal to the  
act or otherwise delegate any of  
written consent of the other party,  
ld. We may perform any of Our  
oly qualified and skilled sub-  
p-contractor shall, for the  
Our act or omission.

15.5 Nothing in these Te  
and accordingly the  
apply to the contrac

confer rights on any third parties  
rd Parties) Act 1999 shall not

15.6 Subject to Clause 1  
the transferee, succ

shall continue and be binding on  
ther You or Us as required.

#### 16. Entire Agreement

16.1 [Subject to Clause  
Conditions contain  
their subject matte  
writing signed by th

Booking Form and these Terms and  
between the parties with respect to  
ified except by an instrument in  
entatives of the parties.

16.2 Each party acknow  
any representation,  
in the Booking Fo  
warranties or other  
the fullest extent pe

to the contract, it does not rely on  
sion except as expressly provided  
d Conditions, and all conditions,  
e or common law are excluded to

#### 17. Law and Jurisdiction

17.1 These Terms and C

and the relationship between You

S

and Us (whether co  
in accordance with

shall be governed by and construed

17.2 Any dispute, contro  
to these Terms and  
and Us (whether c  
jurisdiction of the co

claim between You and Us relating  
t, or the relationship between you  
shall be subject to the exclusive

A

**Notes:**

- (1) Client accepts and agrees th  
Form to DJ will be their requ  
are [attached] **OR** [have been
- (2) Only if and when DJ signs,  
signed and submitted by Clie  
Services.
- (3) The details marked "(DJ to p  
to be completed by Client bef
- (4) DJ will not be bound by an  
communicated by Client to DJ
- (5) Additional information/requ  
Form will have effect as part  
agree to any such Client add  
DJ will advise Client that it ca

and return of this completed Booking  
s on the Terms and Conditions which  
e] to Client].

of this Booking Form as previously  
contract between DJ and Client for DJ

be inserted by DJ, with the remainder  
the Booking Form to DJ.

to meet any requirements if they are  
cept as follows.

DJ by being set out in this Booking  
DJ and Client. However, if DJ does not  
ements set out in this Booking Form,  
booking.

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1. Name of DJ ("DJ") (as per heading in Terms and Conditions) providing the DJ Services:	
2. Address of DJ as per heading in Terms and Conditions:	
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:	

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7. If venue is outdoors, what is indoor back-up venue location, if any, in case of bad weather:

Immediately adjoining primary location:

Far from primary location: << >>

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:

17. Time when DJ to arrive at venue to park/unload:

18. Names of any third parties providing services at Event with whom DJ is to liaise/cooperate:

19. Is there a sound limiter at

# A

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