

# Sound Moves Contract Terms & Conditions

## Definitions

These terms and conditions apply to all sales or service bookings carried out by Sound Moves (referred to in these conditions as 'The Company') including the person or persons from Sound Moves setting up equipment and or playing music (referred to in these conditions as 'The DJ') to its customers (referred to in these conditions as 'The Client').

## The Contract

It is 'The Clients' responsibility to ensure that all information is correctly detailed on The Contract Schedule. No addition to or variation of The Schedule shall be binding on 'The Company' unless agreed in writing and signed by a duly authorised officer of 'The Company'. All illustrations and promotional literature, CDs or Videos are for demonstration, guidance and advertising purposes only and do not form part of this contract.

## 1. Booking Process & Confirmation

- a) 'Confirmation' will mean any verbal, electronic or written acceptance of a booking between 'The Client' and 'The Company'.
- b) All bookings take effect immediately upon confirmation.
- c) Upon confirmation of a booking 'The Company' will issue a contract to 'The Client' for signature and return with the required deposit within 14 working days.
- d) The non-signature or non-return of a booking contract by 'The Client' is not sufficient to cancel the booking, or cancel the acceptance of the contract terms & conditions.
- e) On confirmation, the booking date will be provisionally held for 14 days to allow due time for the payment of deposit and return of contract. 'The Company' will not take another booking for the requested event date during the 14 day period.

## 2. Payments

### Deposits

- a) A 25% deposit of the booking fee is due upon the booking confirmation (as outlined in section 1.Booking Process & Confirmation).
- b) Deposits can be paid by cheque made payable to 'J Wheeler' and posted to 'The Company' at Unit 1, Willow Farm, Stonebridge Green Road, Egerton, Ashford, TN27 9AN.
- c) Deposits can be paid by Credit/debit card via Pay Pal on our web site [www.soundmoves.biz](http://www.soundmoves.biz) (see 'contact us' page).

### Balance of booking fee

- d) The remaining balance of booking fee must be received by 'The Company' 21 days before the event date, (Unless otherwise agreed by 'The Company'). If for any reason the remaining balance of booking fee is not received by 'The Company' 21 days before the event date, 'The Company' is under no obligation to carry out its contractual booking agreement with 'The Client' and 'The Client' will still be liable for any outstanding booking fees due.
- e) 'The Company' reserves the right to accept alternative bookings if the final booking fee payment has not been received by 'The Company' 21 days before the event date.

### Last minute bookings/Cash Payments

- f) Bookings made less than 21 days before the event date require full payment of the booking fee to be made at the time of confirmation, this should be made by credit/debit card (see 2.Payments 'c'), or by cash.
- g) Any cash payments agreed to by 'The Company' must be made in full to 'The Company' or 'The DJ' prior to any equipment being unloaded and or set up at the event venue.

### **3. Alterations to contract**

a) The contract schedule & booking fees may be subject to alteration with agreement between 'The Client' and 'The Company', any alterations to the contract must be agreed in writing and signed by a duly authorised officer of 'The Company' at least 14 days before the event date.

#### Alterations on the day

b) Where possible, unavoidable alterations to the contract schedule on the event day should first be discussed & agreed with 'The Company'. Should this not be possible, alterations are to be agreed between 'The Client' and 'The DJ' prior to the performance.

c) Extra fee's agreed to between 'The Client' and 'The Company' or 'The DJ', will need to be paid along with any outstanding balance of the booking fee in Cash to 'The DJ' prior to the performance.

d) All alterations to the contract schedule will be subject to these terms and conditions.

### **4. Expenses**

If 'The Client' has agreed to cover additional expenses incurred by 'The DJ' (such as taxis, food, hotel, flights etc.) 'The Company' will provide receipts and invoice 'The Client' within 60 days after the event. 'The Client' agrees to send the invoice payment to 'The Company' within 14 days of the invoice date.

### **5. 'The Company' guarantee**

a) 'The Company' and 'The DJ' agrees to provide a performance that is to the best of their ability. 'The DJ' will adhere to 'The Client's' wishes within all reasonableness and be polite and courteous with 'The Client', their guests and all venue staff and contractors. Volume adjustment of any equipment shall be as 'The Client' reasonably requests.

b) 'The Company' agrees to provide 'The DJ' with all equipment required to undertake a performance, unless the equipment has been contractually agreed to be provided by 'The Client' or a third party. It is 'The DJ's' responsibility to ensure the good working order & safety of equipment supplied by 'The DJ' or 'The Company' and to obtain all necessary insurances & certification.

c) 'The Company' agrees that their quoted fee is inclusive of all expenses (except those expenses that have been agreed to by 'The Client' and itemised or accounted for separately).

#### Food and Drink

If possible some food and soft drinks will be very much appreciated as with travelling time + 1.5 hours for setting up of equipment and then performance time, can mean the DJ has been working without a break for over 8 hours.

## 6. Event Venue

### 'The Client' is responsible for arranging:

- a) The venue to be open for, and between 'The DJ's arrival time requested by 'The Client' (for setting up equipment) and for one and a half hours after 'The DJ' plays the last song. (for dismantling equipment). If on arrival at the event venue 'The DJ' is prevented from starting to carry out 'The Company's contractual agreement for any reason outside of 'The DJ's control, the contracted performance time may be reduced by the time lost. Under these circumstances no refund of the booking fee will be given by 'The DJ' or 'The Company' for starting late. 'The Client' will still be liable for any outstanding booking fees due. 'The DJ' is also under no obligation to extend the agreed performance finish time. Any extended performance time agreed between 'The Client' and 'The DJ' will be subject to the normal rates and should to be paid in cash to 'The DJ' prior to the extended performance .
- b) The provision of a 13amp double socket outlet connected to a 30amp ring main power supply for sole use by 'The DJ'.
- c) An area of approximately 3.5mtrs wide, 2.5mtrs deep and 2.1mtrs high is available for the 'The DJ's equipment rig. If less space is available than required it may take longer for 'The DJ' to set up the equipment which may reduce the contracted performance time and/or may not be possible to set up and provide the full range of equipment.
- d) That reasonable steps at all times are taken to protect 'The DJ' or any person or person's connected with 'The Company' and the equipment (either belonging to, contracted to or leased to 'The Company' and/or 'The DJ'). If crowd control is required to ensure this, then this is to be provided and paid for by the 'The Client'.
- e) Suitably qualified door staff at events where needed. If needed any cost is to be paid for by the 'The Client'.
- f) Or providing a shelter that completely covers and protects the 'DJ' and equipment (either belonging to, contracted to or leased to 'The Company' and/or 'The DJ') from adverse weather conditions at outdoor events.
- g) A valid PPL (Public Performance License) for any commercial, business or public event, or any event being held in a commercial venue where the public are allowed. (A PPL License is not required for weddings or private parties)
- h) It is agreed to by 'The Client' that the equipment either belonging to, contracted to or leased to 'The Company' and/or 'The DJ' is not available for use by any other person, persons or other performers except by specific permission by 'The Company' or 'The DJ'

### Venue / Police / Council intervention

Rules, Requirements or requests made by the event venue management, local counsel or police will be adhered to by 'The DJ' and will over-ride any instructions made by 'The Client' to 'The Company' and/or 'The DJ'. If the 'The DJ' is instructed to stop playing music by the event venue management, local counsel, police or 'The Client', this will be strictly followed by 'The DJ'. Under these circumstances no refunds of the booking fee will be given by 'The DJ' or 'The Company' for early finishing. 'The Client' will still be liable for any outstanding booking fees due.

## 7. Possible Withdrawal of Services

- a) In case of verbal abuse or physical violence towards 'The DJ' or any person or person's connected with 'The Company', 'The Client' may be asked to have the offending person or persons removed from the event venue. If an agreement regarding verbal abuse or physical violence towards 'The DJ' or any person or person's connected with 'The Company' can not be resolved then the service's of 'The Company' and/or 'The DJ' will cease. Under these conditions 'The Client' will be liable for any outstanding booking fees due.
- b) In the case of damage being caused to any equipment (either belonging to, contracted to or leased to 'The Company' and/or 'The DJ') by 'The Client' or any person or people at the event, the services of 'The DJ' may cease. Under these conditions 'The Client' will be liable for any outstanding booking fees due as well as being liable for costs of repair, or replacement of any damaged equipment. 'The Company' will provide receipts for the equipment repairs and/or equipment replacement and invoice 'The Client' within a 60 day period after the event. 'The Client' agrees to send the invoice payment for the equipment repairs and/or equipment replacement to 'The Company' within 14 days of the invoice date.

## **8. Cancellation**

### **Booking cancellation by 'The Client'**

- a) Cancellation by 'The Client' is unacceptable for any reason except for circumstances covered by 'force Majeure' (see clause 9.) In the event that 'The Client' cancels the booking, 'The Client' agrees to inform 'The Company' immediately.
- b) Cancellation by 'The Client' within 48 hours of confirmation will result in the loss of any deposit paid but will not carry a cancellation fee unless the Event Date is within the following 14 days, in which case the full booking fee will be due.
- c) Cancellation by the 'The Client' after 48 hours of confirmation and up to 60 days from the event date will result in loss of deposit, and 50% of the remaining balance of the booking fee will become payable by 'The Client' to 'The Company' and should be received by 'The Company' within 14 days of cancellation.
- e) Cancellation by 'The Client' within 60 days of the event date will result in loss of deposit and 100% of the remaining balance of the booking fee will become payable by 'The Client' to 'The Company' and should be received by 'The Company' within 14 days of cancellation.

### **Booking cancellation by 'The Company'**

d) In the unlikely event that 'The Company' cancels the booking, 'The Company' agrees to inform 'The Client' of the cancellation and make all reasonable attempts to find a suitable replacement DJ of similar standard and style, at no extra cost to 'The Client'. Should a suitable replacement DJ not be found, 'The Company' agrees to refund to 'The Client' any deposit paid and any booking fees paid.

If a replacement DJ of similar value can be arranged by 'The Company' there will be no refund due to 'The Client' of any deposit or booking payments made to 'The Company'. Should a replacement DJ charge a higher fee, 'The Client' will be liable for 50% of any extra fees that may be incurred, where possible 'The Client' and replacement 'DJ' will be contacted in advance to agree any extra fee if applicable.

## **9. Force Majeure**

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by 'The Client', then 'The Client' may cancel the booking without penalty other than loss of deposit.