

# DJ LEACH MOBILE DJ- BOOKING CONTRACT

## HIRER DETAILS

Your Name (required)

Your Address including Postcode (required)

Contact Phone Number (required)

Contact Email (required)

## VENUE DETAILS

Venue Name

Full Venue Address including Postcode (required)

Venue Phone Number (required)

What floor level will we be setting up on?

If above ground floor is there a lift available Yes / No

## PARTY DETAILS

Name or names of who the booking is for (required)

Date of (required)

Start Time (required) Finish Time (required)

What type of event/party is it?

Earliest time can set up can commence

How many in attendance (Estimated - Required)

Will there be a Buffet, Meal or Food

Yes/No

Estimated time of serving?

Will there be other entertainment at the party:

Yes/No

*If yes, please complete the following:*

Name of entertainer/band:

Times they will be performing

Will DJ Leach be sharing space:

Yes/No

Are Microphones required for speeches:

Yes/No

QUOTED PRICE

DEPOSIT PAID

I/we the undersigned, agree unconditionally to be bound by the terms and conditions in the employment of the services of DJ Leach Mobile DJ

SIGNED (BY CLIENT)

DATE

**Please note, this booking will not be confirmed until a deposit has been received**

## **DJ LEACH MOBILE DJ - PRICES**

David J Leach (DJ Leach) an experienced and professional offering mobile discos for a broad range of events to suit all ages and tastes covering Hampshire, Berkshire, Wiltshire, Dorset and beyond.

Event Type	Core Hours	Price*
Children's Parties (Up to 3hrs)*	14:00-22.00	From £200
Parties and Celebrations (Up to 5 hours)*	18:00-Midnight	From £300
Weddings	TBA	From £500
New Years Eve	19:30-02.00am	From £500
*Performance outside of core hours	£30 per half hour or part thereof	

*NB. Alterations to pricing can occur.  
Bookings made prior to pricing alterations will not be subjected to new pricing structures.*

Mileage charges will be applied for venues further than 25 miles from Andover (SP10 3UP) at the rate of 40p per mile.

If you have any queries please don't hesitate to contact David J Leach:

Email: [davidjleach@hotmail.com](mailto:davidjleach@hotmail.com)

Mobile phone: 07799 643673

# DJ LEACH - BOOKING CONTRACT

## **BOOKING TERMS**

By placing a booking with DJ Leach Mobile DJ you agree to the following: -

## **TERMS AND CONDITIONS**

"Performance" is the entertainment provided by DJ Leach and is described as the playback of musical recordings through sound equipment with occasional "DJ" narration and provision of disco lighting.

"Client" means the event client, booking party or person/organisation booking the Performance

"DJ Leach" or "Operator" means David J Leach of 22 Stourhead Close, Andover, Hampshire. SP10 3UP or any other professional individual that David J Leach may choose to provide the Performance.

"Payment" means total cost of providing the Performance to the Client as quoted by DJ Leach.

"Event" means date and time of a specific confirmed booking of a Performance by the Client

"Venue" is the place of Performance at the venue identified in the Venue Details section of the booking form.

"Performance Date" of the Performance shall be the date, including the start time and finishing time, of the Performance specified on the booking form in the Event Details section.

"Performance Fee" is the value that the Client agrees to pay DJ Leach as specified on the booking form. A non-returnable booking fee (of £50), as detailed on the booking form, must be paid in cash or by cheque (cheques must be made payable to Jive Events Ltd). The booking is not considered finalised until the booking fee has been paid and cheques cleared, and a Booking Form confirming all details of the Performance has been signed by both the Client and DJ Leach.

The Booking Form shall be supplied by DJ Leach to the Client. The Booking Fee and the Booking Form must be signed by the Client and returned within 14 days. The requested date will be booked provisionally, if available. Should the Client not return the signed and completed documentation, with the Booking Fee, within 14 days of the request, the date will be made available to other clients. Once everything is agreed and all monies have been cleared there is a formal agreement in place for the Performance to take place, subject to full payment of any outstanding balance of money. The remaining balance must be paid to DJ Leach in full in cash prior to the Performance, or by cheque or PayPal (presented a minimum 7 days prior to Performance), unless alternative arrangements have been agreed between DJ Leach and the Client.

## **INSURANCE**

A certificate of public liability insurance is available for inspection.

## **HEALTH AND SAFETY**

DJ Leach will ensure that all electrical equipment used will be compliant with the relevant Health & Safety legislation regarding the equipment and personnel. A PAT (Portable Appliance Test) certificate will be available for inspection.

DJ Leach will not be responsible for any damage caused by the guests to the building where the Performance is to take place, nor the building's contents.

Should the Venue need to be evacuated for any reason the responsibility for ensuring that this is done will not rest with DJ Leach.

## **CANCELLATION**

To cancel the Performance for any reason other than Act of God or Natural Disaster a late cancellation fee may apply as follows:

Bookings cancelled within:

30 days of the Performance Date 50% of value of the Performance fee

7 days of the Performance Date 75% of value of the Performance fee

48 hours of the Performance Date 100% of value of the Performance fee

In the unlikely event that DJ Leach is unable to attend personally due to accident or sudden illness, DJ Leach shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. The Client will be notified of any such replacement as soon as possible and with the exception of the circumstances detailed below (Force Majeure), be given the opportunity to cancel the agreement in which event all monies paid will be refunded to the Client.

Force Majeure – DJ Leach will not be liable for failing to attend a booking, where the reason for non-attendance or late arrival is caused by adverse weather conditions (including Snow & Flooding), road closure, road traffic accident, vehicle breakdown, fuel shortages, acts of terrorism, industrial action, or other unavoidable circumstances deemed beyond our control.

## **NON-TIMELY OR LATE PAYMENT**

In the event of non-payment of the full fee prior to the Performance, the Performance will not take place and any payments already made will be forfeited to DJ Leach.

Should DJ Leach agree to a specific variation and exception to these normal Terms and Conditions and agree to accept payment after the Performance then in the event of non-payment after the Performance Date, the Client will be liable for any unpaid balance, plus a £5 fee for each request for payment issued, plus all reasonable collection and solicitor's fees. The Client will be charged £20 for each returned cheque, should said cheque not be honoured. Unpaid balances will incur interest at the rate of 2% for each month for which the balance is outstanding.

## **VENUE**

The Client warrants that he/she is entitled to use the Venue for the purposes of the event and Performance. DJ Leach shall in no way be held responsible for any breaches of covenants, regulations, bye-laws, conditions and such like relating to the use of the Venue.

In the event of the Venue being unsuitable or dangerous, or the failure of a non-structured building or marquee to provide adequate facilities and protection, DJ Leach reserves the right not to perform or to end the Performance in the interest of health and safety and the whole Performance fee will remain payable.

Licenses for the performance of recorded music are only required at public events (In most cases private parties, weddings, etc. do not require a license.) However, it is the Client's responsibility to ascertain the requirement of such a license and whether the venue is licensed for such.

The Customer shall provide a 12- foot by 6-foot area for setting up PA, speakers and lighting stands. DJ Leach requires a minimum of two 15-20-amp circuit outlet from a reliable power source within 10 feet (along the wall) of the set-up area. This circuit must be free of all other connected loads. Any delay in the performance or damage to DJ's equipment due to improper power is the responsibility of the customer. Three circuits are preferred, where possible additional outlets on SEPARATE circuits for lighting

For outdoor performances, The Customer shall provide overhead shelter for setup area. DJ Leach reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to him, the equipment, or audience. Every effort will be made to continue the performance. Should the DJ call off the performance the DJ's fee will not be affected

Where the event is being held in a marquee, the hirer will ensure that the work area is dry and that a minimum of 2x 13A power sockets are located within 15 metres of this area.

## **REDUCTION OF PERFORMANCE TIME**

Should the Performance be delayed or curtailed for any reason other than events or circumstances caused by the Client's non-adherence to these Terms and Conditions, the fee paid will be partially refundable on a pro-rata basis in half hour increments or part thereof for Performance not rendered.

If the performance start time is delayed due to the inability of DJ Leach to gain access to the performance area, or any other delay beyond his reasonable control, DJ Leach will not be liable for any refund whatsoever

The Client must ensure that the Venue is reserved for an adequate length of time, including time required for the installation, dismantling and removal of equipment, as per the stated requirements. If the finishing time as stated in the booking, plus the time required for dismantling and removal of equipment, is found to be later than that allowed at the Venue and the Performance has to be curtailed, or the start of the Performance has to be delayed due to insufficient time being allowed to set up the equipment, no refund will be given.

## **EXTENSION OF PERFORMANCE TIME**

If DJ Leach is required to extend the Performance time, the fee for such extended Performance will be as per the advertised rates, at the time of requesting extra time. The extended Performance is subject to the rules of the Venue and is at DJ Leach's discretion.

## **CONDUCT**

DJ Leach and any assistant(s) will undertake to conduct themselves in a correct and proper manner at all times and will respond to the Client's or Venue's requests as to volume of music, situation of equipment and any other reasonable requests providing they do not breach health and safety regulations.

#### **GUESTS' BEHAVIOUR**

Any threats, either physical or verbal, will not be tolerated by DJ Leach who reserves the right to end the Performance at any time if he feels threatened in any way and the whole fee will remain payable.

Unwarranted Abuse or threatening behaviour from hirer's guests or venue management or venue staff will not be tolerated by DJ Leach who reserves the right to end the Performance at any time if he/they feels threatened in any way and the whole fee will remain payable.

The hirer agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or staff on site premises.

Where the function may include guests under the age of 18 years, the client, (or parent) is responsible for the behaviour and safety of any minors attending the venue. The client will provide and maintain adequate adult supervision at all times. DJ Leach will not be liable for the supervision of minors. The supervising adult(s) will ensure that these persons do not interfere with the disco equipment or with DJ Leach performing his duties. The hirer agrees that compensation for any loss of or damage to performing DJ's equipment, vehicle(s) or personal belongings caused by hirer's guests, venue customers and or venue staff may be sought including any additional costs.

The supervising adults will assist DJ Leach with the organisation of the children during any games played at the Performance, if required.

DJ Leach is not liable in any way for any injuries that may occur due to the actions of the client and/or any of the client's guests. This may include, but is not restricted to drunkenness or other forms of intoxication

Public liability insurance cover is provided by DJ Leach only for the protection of the public against damage caused to the public by the DJ or his equipment and not by any guest of the Client who may cause any such damage to themselves or others whilst under the influence of alcohol or other substances.

#### **EQUIPMENT**

DJ Leach shall provide all sound equipment, microphones and lighting necessary for the Performance. DJ Leach agrees to provide all personnel required to assist the setup of equipment, conduct the Performance and dismantle the equipment after the Performance.

In the unlikely event of a complete equipment failure (excluding circumstances beyond DJ Leach's control e.g. a power outage) that cannot be rectified on the spot DJ Leach will attempt to get replacement equipment to the Venue as soon as possible. A pro-rata refund will be given for the time not performing.

Special requirements in regard to equipment (e.g. radio microphones, smoke machine) must be notified at least fourteen days prior to the Performance Date and will be subject to availability (additional charges may apply).

Smoke machines will only be used with the prior written consent of the Venue management.

#### **USE OF EQUIPMENT**

Only DJ Leach and any assistant(s) may operate equipment. Under no circumstances may unauthorised personnel tamper with, move or attempt to use equipment owned by DJ Leach. DJ Leach cannot accept responsibility for damage to property, or injury to persons caused directly or indirectly by third party interference.

#### **SETTING UP AND DISMANTLING OF EQUIPMENT**

The hirer 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, the hirer and venue will allow suitable time for the installation and dismantling and removal of disco equipment (up to 90 minutes each side of the booking times). **Please Note:** DJ Leach shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

Performance time and 'over time' is restricted to a maximum of eight hours in a 24 hour period. Unless already agreed at the time of booking, the hirer agrees to make provision for suitable overnight accommodation to the satisfaction of the performer if time is exceeded.

If the Client or Venue has any special requirements for setting up or dismantling times or there are specified times of access, or any other restrictions which will impact on DJ Leach's ability set up and dismantle the equipment, then the Client must provide these details at least fourteen days prior to the Performance Date. Any restrictions that are not notified to DJ Leach may attract additional charges and/or cause delay to the Performance.

(Due to health and safety laws) DJ Leach requires safe parking access to load and unload the vehicle, this must be well lit and free from any obstruction. If there is no onsite parking, the booker will be liable for all parking costs incurred for the duration of the booking.

Where the client requests that DJ Leach set up DJ equipment at an earlier time prior to the actual start of the function, the client 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 DJ Leach should arrive at the client's venue at any earlier, pre-arranged time, and is unable to access the venue to set up the equipment or are prevented from doing so by the venue management, then the client shall be charged standing time at the advertised pro rata rate which must be settled in full before commencement of the main entertainment.

DJ Leach will not be liable for any refund, in part or whole, where he is late accessing the venue and setting up due to earlier events over-running, or where he is prevented from accessing, setting up or providing his Performance by the venue management. Neither will DJ Leach be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

Where the venue does not have its own parking facilities, DJ Leach reserves the right to pass on any additional parking fees for refund by the hirer. **Please Note:** In accordance with Health and Safety laws, DJ Leach may refuse to work at venues where illegal or hazardous parking is required in order to unload vehicle. This also applies to general health and safety concerns within the venue such as navigating cluttered or unlit stairways and exits.

Where DJ Leach is engaged to work alongside a band, (or other entertainer) it is the client'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.

**Bad Weather:** Bad Weather or impending bad weather on the day will not allow DJ Leach or contracted DJ to commence entertainment out-doors under any circumstances. DJ Leach accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

**Winter Bookings:** If weather warnings are issued and it's too dangerous to travel, DJ Leach may have to cancel the booking at short notice. This will only ever happen as a last resort. The venue management and or booker must ensure that all ice and snow is cleared from the entrance and exit to the venue, where DJ Leach/Staff are to unload and load their vehicles prior to and after performances. DJ Leach/Staff will not unload or load until the access area is clear. If any injury occurs to DJ Leach/Staff or equipment is damaged due to untreated snow and ice, compensation may be sought for injuries and or damage to equipment.

#### **SOUND LIMITER**

DJ Leach will not be held responsible for sound levels at Venues which have Sound Limiters fitted. Should DJ Leach be aware of it, DJ Leach will inform the Client that there is a Sound Limiter present before commencement of any Performance. Similarly, should the Client be aware that the Venue has a Sound Limiter, DJ Leach must be told at least fourteen days prior to Performance Date.

**Please Note:** DJ Leach reserves the right to decline entertainment at venues with sound limiter installed.

#### **LIGHTING AND EFFECTS**

DJ Leach will not be held responsible for the effect of strobe lighting, sound, haze effect, bubble liquid, or any other lighting or other effect, that may be used. The Client must advise DJ Leach prior to the start of the Performance if any specific sound, lighting, or other effect should be avoided.

#### **Medical Advisory**

Whilst DJ Leach accepts no liability for any injury or accident caused, DJ Leach advises the Client to make those attending the event aware of the facts that:-

There will be loud music at the event. Prolonged exposure to high volumes of music without suitable hearing protection can cause long term hearing damage.

The lighting used during the Event may contain strobing or similar affects. Any attendees suffering from epilepsy should be informed.

#### **EVENT FLOW**

The Client may submit a music request list a minimum of fourteen days prior to the Performance Date and DJ Leach will use best endeavours to meet the Client requirements, but this does not form any specific obligation on DJ Leach. DJ Leach will attempt to play Client's and Client's guests' music requests at the event but cannot be held responsible if certain selections are unavailable or not played.

DJ Leach reserves the right to censor music requests that may be considered offensive or inappropriate for the event.

DJ Leach reserves the right to choose the sequence of songs played for the good of the majority and the flow of the event.

DJ Leach will not allow iPods, MP3 players or laptops to be connected to the sound system unless prior agreement has been sought.

For legal copyright reasons, DJ Leach will only play tracks provided on original audio CDs. The Client is responsible at the end of the Performance for the collection of any CDs which have been provided by the Client or the Client's guests to DJ Leach. Any property left with DJ Leach is left at the Client's or the Client's guests' own risk.

#### **GENERAL**

Neither the Client nor DJ Leach may make any alterations to these Terms and Conditions without the agreement of both the Client and DJ Leach prior to the Performance.

The Client may not transfer the booking to another party without the prior written consent of DJ Leach.

DJ Leach reserves the right to refuse any booking without prejudice.

Both Client and Operator must be legally able and have full legal capacity to execute the Agreement on the agreed Performance Date. In the case of an event held for a person or persons under eighteen years of age, a representative aged eighteen or over must sign the booking form and accept responsibility for all aspects of the booking.

In all instances DJ Leach may, at their discretion, require positive identification of the person signing the Booking Form.

Pictures and videos of the event are permitted for the private use of the contracting party only.

The Client shall allow DJ Leach to display their own advertising or promotional material.