

# LWC Events



## Disco, Mobile DJ, Event Service Terms and Conditions

1 This contract reflects the verbal agreement. It shall include any terms agreed prior to its issue. It shall be deemed un-accepted unless the booking form and retainer reservation fee is received by LWC Events within 14 working days of the issuing date. No alterations may be made to this contract by client / contracted artiste's / crisis cover entertainers without prior approval consent from LWC Events. Please Note: by completing and sending the booking form, you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full, of the booking terms.

2 Reservation fee: you agree to our reservation fee which is payable in advance to secure entertainment. The reservation fee is deducted from the price quoted and non-refundable.

2.1 Overtime Charge: Any extension to the agreed timescale will be charged in addition to the booking fee per hour (or part hour), thereafter, which shall be payable in advance before commencement of extended entertainment.

3 The Client shall have the right to cancel the booking by serving upon LWC Events not less than 28 clear days' notice in writing. In the event of the client wishing to cancel this contract agreement for any reason other than Act of God or National Disaster, any advance payment other than the reservation fee will be forfeited.

3.1 A cancellation fee of not less than 50% of the agreed fee will be due if the cancellation is within fourteen days of the performance.

3.2 A cancellation fee of not less than 75% of the agreed fee will be due if the cancellation is within seven days of the performance.

3.3 The whole of the agreed fee will be due if cancellation is within 48 hours of the performance.

4 In the unlikely event that LWC Events is unable to attend personally due to accident or sudden illness, LWC Events shall endeavour to provide a suitable substitute offering a similar service at no additional charge to the client. This does not apply in circumstances detailed below.

4.1 Force Majeure – LWC Events 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.

5 In the event of contracted artiste's wishing to cancel the contract, the artiste will indemnify LWC Events against the cost of loss and or damage in full, unless due to accident or sudden illness. In this event, a medical certificate signed by a medical practitioner must be supplied to the client and LWC Events within ten working days.

5.1 LWC Events will not be liable for non-fulfilment of contract by contracted artistes. In the event of the client seeking compensation, LWC Events will not be liable under any such claim and the contracted artiste will only be liable up to and not exceeding the contracted amount.

6 The client 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 client 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). Where appropriate, the client will also inform the venue, in advance, of artiste(s) requirements. Please note: LWC Events shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

7 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 client agrees to make provision for suitable overnight accommodation to the satisfaction of the performer if time is exceeded.

8 The client will ensure that safe and adequate power is available for artiste's performance.

8.1 The client will inform LWC Events prior to performance date confirmation of venue sound limiter installation. Please note: LWC Events reserves the right to decline entertainment at venues with sound limiter installed.

8.2 The client agrees to arrange suitable changing facilities for artiste's as required.

9 The artiste agrees to contact the client when specified by LWC Events.

9.1 The client ensures that they have verified venue power sources are electrically safe and conform to the HSE EAW Act 1989, and amendments thereafter. Copies of venue Electrical Installation Safety Certificate (Periodic Inspection Report to NIC EIC standards) must be made available upon request by the venue under LAW.

9.2 The artiste agrees to provide proof of Public Liability Insurance and certifications as required by the venue. Artistes Note: Failure to provide appropriate documentation as mentioned above may result in legal action by LWC Events for non-performance due to the artiste not submitting correct documentation.

10 The client agrees that any re-engagement of contracted artiste(s) must be transacted through LWC Events.

10.1 Any enquiry to the artiste(s) in respect of any engagement by guests, customers and or staff must be transacted through LWC Events.

10.2 Contracted artiste(s) agree not to supply, show or exchange own personal business card or personal telephone number or personal business service literature before, during or after performance.

11 The contracted artiste(s) is responsible for any taxes due arising from performance and will indemnify LWC Events from such taxes should a claim arise.

12 The artiste(s) and their assistant(s) will respond to the client's reasonable request(s) and conduct themselves in a professional manner throughout attendance at the venue.

12.1 The artiste(s) will respond to the venue management's reasonable requests as to volume, sitting of equipment and or any other reasonable request(s).

12.2 The artiste(s) shall be in no way liable for breach of byelaws or conditions under which the venue is leased, hired or entrusted to the venue management.

12.3 The client will notify LWC Events of that all appropriate licences as required by law are in force at the time of performance(s).

13 The client agrees to provide adequate supervision of guests and will ensure that venue management adequately supervises customers and or staff on site premises. Please note: Where the function may include guests under the age of 16 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. LWC Events will not be liable for the supervision of minors.

14 Unwarranted Abuse or threatening behaviour from client's, guests, venue management or venue staff will not be tolerated and will result in the performance being terminated with no loss to the artiste(s) or LWC Events.

14.1 The client agrees that compensation for any loss of or damage to performing artiste(s) equipment, vehicle(s) and/or personal belongings caused by client's guests, venue customers and or venue staff may be sought including any additional costs.

15 The client agrees that the confirmed entertainment start and finish times as specified in the contract are accurate and correct. Any extension beyond the confirmed finish time is at the discretion of LWC Events and the management of the venue. See 2.1 for 'Overtime Charge'.

16 LWC Events will accept music lists and requests in advance of functions and will endeavour to play a reasonable number of the clients' chosen requests, provided such requests are submitted in writing before the event. The client also agrees that LWC Events cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

17 Where the client requests that LWC Events 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 LWC Events should arrive at the clients venue at any earlier, pre-arranged time, and are unable to access the venue to set up the equipment or are prevented from doing so by the venue management, then the client shall be charged standing time at the hourly rate discretion of LWC Events which must be settled in full before commencement of main entertainment.

17.1 LWC Events will not be liable for any refund, in part or whole, where 'we' are late accessing the venue and setting up purely because of earlier events over-running or where 'we' are prevented from accessing, setting up or providing our professional services by the venue management. Neither will LWC Events be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

17.2 Where the venue does not have its own parking facilities, LWC Events reserves the right to pass on any additional parking fees for refund by the client. Please note: that in accordance with Health and Safety laws, LWC Events will 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.

18 Where LWC Events 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. See 8

19 Where the event is being held in a marquee, the client 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. Please note: Bad Weather or impending bad weather on the day will not allow LWC Events or contracted artiste(s) to commence entertainment out-doors under any circumstances. LWC Events accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

20 Where Background Music is supplied, this will be on an hand held device to plug into the venue's in-house system (it is the client's responsibility to ensure this can be done) or the music will be played through the disco pa system from the position where the DJ is set up (unless otherwise previously agreed).

21 All media or content for presentations must be delivered to LWC Events at least two weeks prior to the event and in a format specified by LWC Events. LWC Events cannot guarantee that content delivered past two weeks before the event will be a) be displayed b) work correctly. (u) In signing the contract, I agree that I have read the Terms and Conditions of hire and acknowledge booking details contained herein are correct. (v) E. & O.E