



## TERMS & CONDITIONS

### 1. DEFINITIONS

(a) 'DJ SAMUEL HANN' shall mean Samuel Hann of 17 Secundus Drive, Colchester, Essex, CO2 7TF.

(b) 'The Customer' shall mean the customer named overleaf

### 2. OBLIGATIONS OF DJ SAMUEL HANN

Subject to the conditions hereinafter contained, DJ SAMUEL HANN shall provide (unless otherwise agreed) himself as a disc jockey along with a sound system, light show and any other displays you have requested for the period of time agreed overleaf.

### 3. PAYMENTS

**3.1** The Booking is not confirmed until the booking fee has been received and the contract signed. The booking fee is NOT refundable. The balance payment can be made on the day of the event providing it is paid before any equipment is setup.

Acc Name: DJ SAMUEL HANN Acc: **43265068** S/C:**30-65-41**

\*the customer's name and event date should be the reference to the payment made.

**3.2** The Customer will be invoiced for the Performance Fee plus any Other Services agreed on the Booking Confirmation. The Customer shall settle this invoice by the due date stated unless otherwise agreed in writing.

### 4. CANCELLATION

If the customer cancels after the booking is accepted for reasons associated with the customer or the venue, DJ SAMUEL HANN shall be entitled to retain the original booking fee (deposit) that was paid. As a gesture of goodwill, DJ SAMUEL HANN will return the booking fee (deposit) IF he is able to accept another booking for the customers original date agreed overleaf.

**4.1** The Customer agrees that if any Act is threatened, abused verbally or physically by anyone present at the performance then the Act will be entitled not to perform, without penalty. All Fees will remain payable by The Customer.

**5. WARRANTY OF SUITABILITY OF PREMISES**

The customer hereby warrants that the venue shall be suitable for the presentation of the discotheque in that there shall be a clear area to setup and at least 2 ordinary mains plug sockets in good working order.

**6. VARIATION**

Neither DJ SAMUEL HANN nor the customer shall be bound by any variation, waiver of or addition to these conditions except as agreed by both parties in writing and signed by them.

**7. LIMITATION**

DJ SAMUEL HANN shall not be liable to the customer for loss or damage suffered by the customer unless due to the negligence or other failure of DJ SAMUEL HANN to perform its obligations under this agreement or general law and in respect of which liability is limited to the amount of the booking fee.

**8. INSURANCES**

DJ SAMUEL HANN warrants that all equipment used will have a valid PAT certificate and public liability will be in force with an indemnity value up to £10,000,000.

**9. DAMAGE INDEMNITY**

The customer warrants that damage causing financial loss to DJ SAMUEL HANN, whether wilful or due to the negligence of themselves or their guests, will be reimbursed by the customer to effect necessary repairs.

**By signing this document I agree to the terms & conditions above in relation to the booking details overleaf.**

**These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.**

**Customer Signature** \_\_\_\_\_

**Date:** \_\_\_\_/\_\_\_\_/\_\_\_\_