

Marley's Magical Creations/Marley's Dj's

Terms & 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 retainer reservation fee is received by within 14 working days of the issuing date. No alterations may be made to this contract by hirer / contracted artiste's / crisis cover entertainers without prior approval consent from. Please Note: by paying the agreed deposit you agree that you are making a confirmed booking and entering into a contract which carries your acceptance, in full, of the booking terms.

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2. The Client shall have the right to cancel the booking by serving upon the dj or venue stylist not less than 90 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 reservation payment will be **forfeited**.

2.1 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 or hiring of equipment.

2.2 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.

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

2.4 A cancellation of 50% or over of venue stylists items will result in a full cancellation, and re-booked as a new booking under new pricing structure and may contain delivery charges.

7. 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 60 minutes each side of the booking times) and venue dressing equipment (up to a minimum of 3 hours each side of booking times). Where appropriate, the hirer will also inform the venue, in advance, of artiste(s) or venue stylists requirements. Please note: the dj or venue stylists shall not be liable for any additional charges levied to the client by the venue in relation to equipment assembly / removal timescales.

7.1 The hirer must ensure the venue is fully aware of our arrival times and the function room is to be ready for our arrival, Marley's Magical Creations and staff are not permitted to remove venue's equipment i.e. chairs and tables etc. If the room is not ready, we hold the right to refuse set up or hirer will be charged for additional time of Marley's Magical Creations staff will require in providing the additional service of room preparation for the amount of £50 per hour.

8. We require a minimum area of 2.5m deep by 3m wide for a standard disco

8.1 The hirer will ensure that safe and adequate power is available for artiste's performance. (Minimum of 2 X 13amp sockets located within 5M of performance area).

9. The hirer 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.

10. Discos and venue stylists agree to provide proof of Public Liability Insurance and certifications as required by the venue.

11. The hirer 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. the dj will not be liable for the supervision of minors.

12. Unwarranted Abuse or threatening behaviour from hirer's guests or 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 the dj, venue stylists equipment will also be removed at no prior warning.

13. The hirer agrees that compensation for any loss of or damage to performing artists(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.

13.1 The hirer agrees that compensation for any loss of or damages to any venue stylists equipment, vehicle(s) or personal belongings caused by hirer's guests, venue customers and or venue staff may be sought including any additional costs.

14. The hirer 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 Marley's Magical Creations/ Marley's Dj's and the management of the venue and chargeable at £50 per hour.

15. We will accept music requests in writing in up to 14 days prior to the booking and will do our utmost to play clients chosen requests, and we are happy to take individual requests on the night.

The client also agrees that Marleys Magical Creations/ Marley's Dj's cannot guarantee the inclusion of any deleted, obsolete or difficult to source requests either in writing or on the night of the booking.

15.1 Please be advised that Marley's Magical Creations/ Marley's Dj's reserves the right to play any track requested that contains explicit lyrics.

16. We 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 the dj be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

17. Any items hired from Marley's Magical Creations/ Marley's Dj's are for the date stated on the invoice form only.

17.1 All items hired are for in door use only, unless prior permission has been given. Items placed outside will be at hirers risk only.

18. ONLY a member of Marley's Magical Creations/ Marley's Dj's can move any items unless prior permission has been given. Any event requiring moving to a second set up will result in an additional charge.

19. No food or drinks are to be placed on any equipment provided by Marley's Magical Creations/ Marley's Dj's as they can cause damage, if you see this please remove from equipment, as hirer will be liable for damages.

20. Items hired cannot block any access points or fire exits at any time, so please do not ask.

21. Marley's Magical Creations/ Marley's Dj's will not be held responsible for any injuries or damages to persons or property, however sustained from any items under hire.

Please be aware in paying the deposit you are agreeing to all terms and conditions set out.

Hirer has the right to cancel the booking up to 14days after paying a deposit with the deposit refunded in full.