

## Genie Discs Entertainments – Booking 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 booking form and retainer reservation fee is received by Genie Discs Entertainments within 7 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 Genie Discs Entertainments. Please Note: by completing and sending this 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] Discounted fee: When the balance payment clears 30 days before the event, the full fee price is discounted. Please allow time for cheque payment clearance. Genie Discs Entertainments reserve the right to refuse discount where payment has not been made in full 30 days prior to function date. Cheque payments are accepted by Genie Discs Entertainments for balance settlement. Cheques should be made payable to G. Nash.

[3] Reservation fee: you agree to our reservation fee (currently set at 40% of the total fee due) which is payable in advance to secure entertainment. The reservation fee is deducted from the price quoted.

[3.1] Overtime Charge: Any extension to the agreed timescale will be charged in addition to the booking fee per hour (or part hour), thereafter (currently set at £50 per hour, up to the maximum of 8 hours in booking time scale) which shall be payable in advance before commencement of extended entertainment.

[4] The Client shall have the right to cancel the booking by serving upon Genie Discs Entertainments, 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 reservation payment will be forfeited.

[4.1] 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.

[4.2] 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.

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

[5] In the unlikely event that Genie Discs Entertainments is unable to attend personally due to accident or sudden illness, Genie Discs Entertainments 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.

[5.1] Force Majeure - Genie Discs Entertainments 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.

[6] In the event of contracted artiste's wishing to cancel the contract, the artiste will indemnify Genie Discs Entertainments 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 hirer and Genie Discs Entertainments within ten working days.

[6.1] Genie Discs Entertainments will not be liable for non-fulfilment of contract by contracted artistes. In the event of the client seeking compensation, Genie Discs Entertainments will not be liable under any such claim and the contracted artiste will only be liable up to and not exceeding the contracted amount.

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

[7.1] 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.

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

8.1 The hirer will inform Genie Discs Entertainments prior to performance date confirmation of venue sound limiter installation. Please note: Genie Discs Entertainments reserve the right to decline entertainment at venues with sound limiter installed.

[8.2] The hirer agrees to arrange suitable changing facilities for artiste's as required.

[9] The artiste agrees to contact the client when specified by Genie Discs Entertainments.

[9.1] The hire 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 Genie Discs Entertainments for non-performance due to the artiste not submitting correct documentation.

[10] The hirer agrees that any re-engagement of contracted artiste(s) must be transacted through Genie Discs Entertainments.

[10.1] Any enquiry to the artiste(s) in respect of any engagement by guests, customers and or staff must be transacted through Genie Discs Entertainments.

[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 Genie Discs Entertainments from such taxes should a claim arise.

[12] The artiste(s) and their assistant(s) will respond to the hirer'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 hirer will notify Genie Discs Entertainments of that all appropriate licences as required by law are in force at the time of performance(s).

[13] 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. Genie Discs Entertainments will not be liable for the supervision of minors.

[13.1] 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 Genie Discs Entertainments.

[13.2] 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.

[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 Genie Discs Entertainments and the management of the venue. See 3.1 for 'Overtime Charge'.

[15] Genie Discs Entertainments 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 Genie Discs Entertainments cannot guarantee the inclusion of any difficult to source, obsolete or deleted titles either requested at the event or previously notified.

[16] Where the client requests that Genie Discs Entertainments 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 Genie Discs Entertainments 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 Genie Discs Entertainments which must be settled in full before commencement of main entertainment.

[16.1] Genie Discs Entertainments 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 Genie Discs Entertainments be obligated to provide an extension to the agreed timescale on a pro-rata basis in these circumstances.

[16.2] Where the venue does not have its own parking facilities, Genie Discs Entertainments reserves the right to pass on any additional parking fees for refund by the hirer. Please note: that in accordance with Health and Safety laws, Genie Discs Entertainments 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.

[17] Where Genie Discs Entertainments 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 9.1

[18] 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. Please note: Bad Weather or impending bad weather on the day will not allow Genie Discs Entertainments or contracted artiste(s) to commence entertainment out-doors under any circumstances. Genie Discs Entertainments accepts no responsibility for damage to electrical equipment if caused as a result of working in inappropriate weather conditions.

(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