



ENTERTAINMENT & EVENTS

AGREEMENT FOR THE PROVISION OF DJ SERVICES

between

Name			
Address			
Telephone		Mobile	
Email			

(Hereinafter called the 'Client')

And RCT Entertainment & Events

1. The Client engages Just Smile Ltd, to provide the service(s) of:

to perform at (venue)

On

Date		Start time		End time	
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Definition of terms

- **The quote** - the written specification detailing the services and equipment with costing's that will be supplied for "The Event"
- **The Company** – RCT Entertainment & Events, 2 Inspiration Avenue, Colchester, Essex, CO4 6DW
- **The Client/Hirer** – The individual, company or organisation who is named in the quotation and/or has contracted the services of the company.
- **The Contract** - The agreement entered in to between The Company and The Client.
- **The Equipment** – All equipment provided by the company including accessories along with any other items or services included or implied whether specified or not.
- **Services** - All services provided by The Company as part of The Contract.
- **The Event** – The time and/or place where The Equipment and/or Services of The Company are required.

Upon signing The Contract, you are confirming that you have read and understood the terms and conditions of this agreement. The Contract shall not be amended or altered without the agreement in writing of both parties. The Contract does not allow for cancellation other than by mutual consent by all parties in writing .Any such

amendment or alteration or cancellation shall not prejudice the right of payment due to Just Smile Ltd as set out in the agreement.

TERMS & CONDITIONS

1.	This booking is subject to these Terms and Conditions. By signing the Agreement, you are entering into a contract with RCT Entertainment acting as an E& Events, employment Agent for the reservation of the DJ, and are agreeing to be bound by these Terms and Conditions. The also forms a cAgreement contract between you and the DJ, subject to the Terms & Conditions stated here.									
2.	The fee and all the relevant details for the event are stated within this agreement. These were the details given at the time of the booking. If any of the information stated in this agreement, it is the responsibility of The Client to bring this to the attention of The Company immediately.									
3.	A booking is only confirmed by RCT Entertainment & Events once we are in receipt of the returned Agreement, signed by the Client, together with the 20% deposit fee. Until such time as this condition has been met, the booking will be treated as an enquiry only and RCT Entertainment & Events reserves the right to accept an alternative booking for the DJ without notification.									
4.	The DJ allocated for this Hire Agreement will be holding this date exclusively for you from the agreement date and therefore they will continue to turn away all other work for this event which is booked for. The potential loss of work to the DJ is real and tangible, so if the event is cancelled, fees will be charged.									
5.	The terms of this Agreement do not allow for cancellation other than by mutual consent of all parties and confirmed in writing. RCT Entertainment & Events will charge the following fees should a cancellation occur:									
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">a.</td> <td style="text-align: center;">Within 30 days of the event</td> <td style="text-align: center;">The full agreed fee.</td> </tr> <tr> <td style="text-align: center;">b.</td> <td style="text-align: center;">Within 60 days of the event.</td> <td style="text-align: center;">50% of the full agreed fee.</td> </tr> <tr> <td style="text-align: center;">c.</td> <td style="text-align: center;">Within 120 days of the event.</td> <td style="text-align: center;">25% of the full agreed fee.</td> </tr> </table>	a.	Within 30 days of the event	The full agreed fee.	b.	Within 60 days of the event.	50% of the full agreed fee.	c.	Within 120 days of the event.	25% of the full agreed fee.
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b.	Within 60 days of the event.	50% of the full agreed fee.								
c.	Within 120 days of the event.	25% of the full agreed fee.								
	We will permit you the right to cancel this contract by sending written notice no later than 7 days after the date on which this contract has been digitally signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation. The deposit fee will not be returned under any circumstances. Cancellations are not accepted by e-mail or telephone, only in writing. Once we have received your notice of cancellation, we will confirm this to you via return letter. If you do not receive this letter within 48 hours, do not assume that your event has been cancelled.									
6.	The balance of the total fee (less any deposit fee and other payments made) must be made to Just Smile Ltd 14 days prior to the event. In the event of non-payment, RCT Entertainment & Events reserves the right to cancel the booking.									
7.	We endeavor to ensure that the prices displayed are correct; however we reserve the right to validate/update prices before we process your order. In these instances, if this impacts on your order, we will contact to you to advise you of this. All prices are stated in GBP.									
8.	It is The Clients' responsibility to comply with and ensure that current Health & Safety regulations are in place and any place of performance is fit for the use intended. A safe electrical supply must be provided. All outside situations (Marquees/Outbuildings) must be dry, undercover and made safe for electrical use and insulated from the ground.									
9.	Smoke machines or similar stage effects can only be used with the prior written consent of the venue management.									
10.	No other persons or performers may use any of the equipment provided other than by prior consent of the DJ.									
11.	A minimum clear floor space is required of 3 metres x 2 metres with a head height of 3 metres. A minimum of 2 x 13 amp power sockets must be available within 5 metres of the set up area. If other additional entertainment is booked, adequate floor space must be available for all the performers and changing facilities provided if required.									
11.	A minimum of 1hr is required for rigging and a further hour to dismantle and load the equipment into our vehicle. This must be taken into account when planning any arrangements.									
12.	In the unlikely event of the DJ being unable to perform due to unforeseen circumstances such as illness or any other emergency, RCT Entertainment & Events will endeavor to arrange for a suitable act with similar equipment and experience to cover the performance for the same price.									
13.	The Client understands that whilst we have excellent DJ backup in place, and every reasonable safeguard is assured, the breakdown of any electrical equipment can be an unavoidable occurrence and is often outside of our control. We will however make every reasonable effort to rectify the situation. In the extremely unlikely occurrence of a non-performance, or if a total failure occurs, The Client will be refunded in full. In this situation, this will be the full extent of our liability.									
14.	The Client is responsible for the conduct of all persons attending the event whether those persons are invited or not. We do not take any responsibility for controlling rowdy behavior, or ejecting unwanted persons from the venue. RCT Entertainment & Events and it's DJ's have the right to perform in a safe environment. We reserve the right to terminate the performance should any physical/verbal abuse or intimidating actions be made to the DJ, Venue, Staff or any of those persons present at the event. Under these circumstances no refund will be given. RCT Entertainment & Events and it's DJ's also reserve the right to terminate the performance should our equipment's' safety be compromised in any way.									
16.	If performance time is requested in excess of that agreed this will be at the discretion of the DJ and subject to additional fees charged at our overtime rate. All requests for additional playing time must be cleared with the Venue management team beforehand.									

17.	Any delayed set up time and subsequent delayed start time due to the overrun of any prior proceeding, or of situations outside of our control will not warrant any extension of the stated finishing time or any fee reduction. Such situations may include, but are not limited to, poor access, room clearance.
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“Force Majeure”

If either party to this agreement is prevented or delayed in the performance of any of its respective obligations under this agreement by **“force majeure”**, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

For the purpose of this agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following:

- strikes, lockouts or other industrial action;
- civil commotion, riot, invasion, war threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- Political interference with the normal operations.
- Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

“Liability”

You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations. Nothing in this agreement shall exclude or limit Just Smile Ltd.’s liability for death or personal injury resulting from RCT Entertainment & Events negligence or that of its employees, agents or sub-contractors. We shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Contract.

RCT Entertainment & Events does not accept responsibility for any consequential, indirect or economic loss or damage howsoever arising except to the extent that the same is attributable to negligence on the part of Just Smile Ltd or its employees.

“Customer Service”

To protect your own interests please ensure you have read the conditions carefully before signing them. If you are uncertain as to your rights under them or you want any explanation about them please write or telephone using the address and telephone number set out above. If you are unhappy with any aspect of our service, please contact our office. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

“Data Protection”

By signing this agreement, you consent to the computer storage and processing of your data by us in connection with this agreement and to the transmission of this data across RCT Entertainment & Events and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this contract, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures. Data information held by Just Smile Ltd is stored and held in accordance with The Data Protection Act 1998. If you wish to opt out of receiving any further information from Just Smile Ltd, please tick this box.

Total Fee	Deposit Amount	Balance (due 7 days prior)

On behalf of the client		On behalf of RCT Entertainment & Events	
Name		Name	
Signed		Signed	
Date		Date	