



TERMS & CONDITIONS FOR DJ SERVICES (CONSUMER)

IF YOU ARE NOT A CONSUMER, PLEASE SEE OUR OTHER TERMS & CONDITIONS

IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS AND CONDITIONS, PLEASE GET IN TOUCH.

INFO@1997.EVENT

VERSION 21.1

**TERMS AND CONDITIONS FOR DJ SERVICES (B2C)
PROVIDED BY: 1997 EVENT MANAGEMENT AND PRODUCTION SERVICES**

BACKGROUND:

These Terms and Conditions are the standard terms which apply:

- A. to provision of Services at an Event (as both expressions are defined in Clause 1 below) by 1997 Event Management and Production Services a company registered in United Kingdom under number 11907259 whose registered office is at 2 Banders Rise, Guildford, GU1 2SN (“Us”); and
- B. where the client is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Booking”	means a booking (made as set out in these Terms and Conditions) for particular Services for an Event;
“Quote”	quote means the quote containing details of the Services and the Event, including the start and finish times of the Services;
“Business”	means any business, trade, craft, or profession carried on by You or any other person/organisation;
“Business Day”	means Monday to Friday inclusive excluding bank and public holidays in England;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives or uses Services from Us for the individual’s personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit amount stated in the Quote, being on account of the Fees;
“DJ”	means Us or the person who We nominate to provide the Services for Us;
“Event”	means any party or other event arranged by You taking place at Your Premises at which We provide the Services as a part of the whole event;
“Fees”	means the total amount (calculated on the basis of Our Price List) payable for the Services;
“Our Premises”	means the premises at the above address or any of our sites.
“Price List”	means Our standard price list of Fees for Our Services. The list of Services and their prices is available from by email;
“Regulations”	means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;

“Services”	means provision of services (on a date, at a time and for an agreed period of time) comprising playing of recorded music to a live audience and the associated services outlined in the Quote;
“We/Us/Our”	Company whose name is set out above and whose place of business and contact address is set out above and includes all Our staff (employees and agents);
“You/Your”	means the individual to whom We agree to provide any Services for all or part of the Event; and
“Your Premises”	means the premises identified in the Quote or Invoice at which the venue for the Event (where We are to provide the Services) is situated being any premises which You arrange to make available for the Event.

- 1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.2.1 “these Terms and Conditions” is a reference to these Terms and Conditions; and
 - 1.2.2 a Clause or sub-Clause is a reference to a Clause of these Terms and Conditions;
- 1.3 The headings used in these Terms and Conditions are for convenience only and shall not affect the interpretation of these Terms and Conditions;
- 1.4 Words signifying the singular number shall include the plural and vice versa;
- 1.5 References to any gender shall include the other gender; and
- 1.6 References to “writing”, and any similar expression, includes letter by post or hand, and electronic communications whether sent by e-mail, fax, or other means.

2. Booking Procedure

- 2.1 You must be 18 or over and a “Consumer” to book any Services.
- 2.2 We will not reserve or guarantee any particular time/date slot to provide Services nor will We provide any Services unless and until You make a Booking and pay for it as follows.
- 2.3 You may make a booking enquiry by phone or in writing outlining the Services required and the date and place of the Event concerned. When We receive Your enquiry, We will respond to let you know provisionally whether We are able to provide the Services that You require on the date, at the time, and at the place required, We will also advise You of the Fees payable based on the information You have given Us.
- 2.4 If You would then like to proceed to make a Booking, You must approve the Quote with in the Timeframe stated in the Quote.
- 2.5 You are responsible for making sure that the information on any correspondence is accurate and complete. If You provide Us with inaccurate or incomplete information, We will not be liable for any delay, non-performance or incorrect performance caused by Your failure to provide us with accurate and complete information.
- 2.6 By accepting the Quote, You confirm that you accept, and agree to be bound by, these Terms and Conditions.

- 2.7 Your acceptance of the Quote, and Your payment of those Fees will be an offer to make a Booking on these Terms and Conditions for the particular Services and Event set out in the Booking Form detailed in the Booking Form, but whether We accept or decline that offer will be for Us to decide in Our absolute discretion.
- 2.8 We may in Our discretion accept Your offer even if the time when You return the quote and pay the Deposit is later than 14 days.
- 2.9 Only if and when You pay the Deposit will there be a “Booking” and only then will there be a binding contract between You and Us.

3. Changes to Booking Details

You may request changes to your Booking at any time before the Event. We will use reasonable endeavours to accommodate any requested change, but we shall be under no obligation to do so. If We do make a change requested by You, We shall be entitled to amend the Fees as a result of the change in accordance with the Price List, and will notify You of any such amendment to Fees within 7 Business Days of receiving the request to make the change. After that notification:

- 3.1 If You accept the amended Fees, You may confirm the change and the amended Fees to Us in writing; or
- 3.2 If you are not willing to accept the amended Fees, You may confirm to Us in writing either that You wish to:
 - 3.2.1 receive the Services at the original Fees agreed and without the requested change; or
 - 3.2.2 cancel Your Booking on and subject to the cancellation provisions in these Terms and Conditions; or

If You do not let us have any of the above confirmations within 3 Business Days after We notify You of the amendment to Fees, the Booking shall remain unchanged, and We will provide the Services at the original Fees agreed and without the requested change.

4. Fees and Payment

- 4.1 After You have paid Us the Deposit, You must pay Us the balance of the Fees in full and cleared funds by no later than 14 calendar days before the Event, but if the Booking is made less than 14 calendar days before the Event, You must instead pay us the balance of the Fees with the Deposit when accept the Quote.
- 4.2 You must pay the Fees for all Services that We fully and correctly provide to You.
- 4.3 You may pay Us the Fees for the Services using any of the following methods:
 - 4.3.1 Bank Transfer (Faster Payment, CHAPS or BACS);
- 4.4 We may alter the prices in the Price List without prior notice, but if any prices increase between the time when You make a Booking and the date of the Event, the price increase will not apply to You and the Fees will therefore not increase for the Event on that date.
- 4.5 All prices of Services shown in the Price List are exclusive of VAT.

5. Cancellation of Services and Consumer Rights

- 5.1 If, at any time after You pay Us all Fees in advance for all Services, You cancel the Services without giving Us the prior notice that We require to be given as follows, We will be entitled to keep some or all of those Fees as follows.

- 5.2 You may cancel the Services without charge if You give Us at least 75 days prior notice of the cancellation. If You do so We will refund to You any sum(s) You paid in advance except the 20% non-refundable deposit.
- 5.3 If You give Us prior notice to cancel the Services but do not give Us at least 75 days prior notice of cancellation of the Services, We will be entitled to charge You for any net financial loss that We suffer due to Your cancellation. For the purpose of this sub-Clause 5.3, Our net financial loss will include any loss arising from Our declining a third party booking We could have accepted but for Our acceptance of Your Booking.

However, the cancellation charge will be limited to an amount equal to:

- 5.3.1 100% of the total Fees for the Services where that prior notice is less than 14 days;
- 5.3.2 75% of the total Fees for the Services where that prior notice is more than 14 days but less than 30 days; and
- 5.3.3 50% of the total Fees for the Services where that prior notice is more than 30 days but less than 60 days.
- 5.3.4 25% of the total Fees for the Services where that prior notice is more than 60 days but less than 75 days.

We will be entitled to deduct that charge from any sum(s) You paid in advance for the Services, and We shall refund any balance to You. Where the charge under this sub-Clause exceeds any such sum(s) paid in advance, You will be liable to pay Us the difference within 7 days after You give Us prior notice to cancel the Services.

- 5.4 If, due to exceptional circumstances including, but not limited to, illness, accidents, or bereavement affecting either You or the person for whom the Event has been arranged, or Your inability to run the Event due to non-availability of the Event venue at Your Premises, You cancel the Services without giving Us at least 75 days prior notice, We will consider the circumstances and in Our discretion decide whether to waive any charge for late cancellation that We are entitled to make under the above provisions of this Clause 5.
- 5.5 We may cancel a Booking at any time before the time and date booked for the Services in the following circumstances:
 - 5.5.1 An event described in sub-Clause 8 below occurs.
 - 5.5.2 You have not paid all of the Fees due and payable by that time. In that case, You will remain liable to Us as if, and to the same extent as You would be liable, if You had cancelled the Booking under sub-Clause 5.3 at the time We cancel under this sub-Clause 5.5.3; or
 - 5.5.3 We find that you are not a "Consumer" (as defined in Clause 1 above). If We do decide to cancel the Services in such circumstances We will refund to You in full the Fees You have paid Us for the Services less any costs We have incurred specifically for the Services which We are unable to save or recover.

If We cancel the Services in such circumstances We will have no liability to refund Fees or other liability for that cancellation except as above.

- 5.6 Prices for the Services are subject to change from time to time but We will try to give You as much prior notice as possible of any such changes.
- 5.7 We may immediately terminate provision of the Services if:

5.7.1 any act or omission or conduct of any person(s) at the Event in Our reasonable opinion renders it unreasonable for the DJ to continue or it amounts to Your breach of these Terms and Conditions; or

5.7.2 the venue is outdoors, and weather conditions make it unsafe, impracticable, or unsuitable to provide the Services outdoors and You do not have a backup plan to use an indoor area at Your Premises.

You will not be entitled to any refund of all or part of the Fees for Services not completed as a result in such a case.

5.8 Where the contract We make with You is not made on Our Premises, the Regulations give You the rights set out in this sub-Clause 5.8, and they will be in addition to the rights given to You by the above provisions of this Clause 5. You may for any reason cancel a Booking during the 14 day period after the Booking is made, but if the Booking is for any Services to be provided on a date which is before the end of that 14 day period, and if You have expressly requested Us to provide such Services in that 14 day period and We do so, You may not cancel those requested Services and You must pay for them in accordance with this Clause 5. If You request that Your Booking be cancelled, You must confirm this in any way convenient to You. If You cancel as allowed by this sub-clause 5.8, and You have already made any payment(s) to Us for the Booking, We will refund the payment(s) to You within 14 days of receiving Your cancellation less the amount due for the Services covered by that Booking that We have provided.

6. Further Details of Our Obligations and Rights Relating to the Services

6.1 The following will apply to each Booking in addition to all details set out in these Terms and Conditions and in the Quote/Invoice.

6.2 We will provide the Services:

6.2.1 with reasonable skill and care;

6.2.2 in accordance with all applicable statutory and regulatory requirements.

6.2.3 in accordance with the description of the particular type of Services set out in the Quote and any details relating to that particular type set out on Our website; and

6.2.4 in a format and with content which We decide unless We specifically provide confirmation in writing before the Booking is made of any particular format and/or content in which case We will provide the Services in accordance with that confirmation.

6.3 We will ensure that We and the DJ are covered by public liability insurance cover for the provision of the Services.

6.4 We will provide all equipment for playing music, music media, lighting, staging, and PA system required to provide the Services.

6.5 Neither We nor the DJ will be responsible to supervise any dancing or other activity or to ensure the safety of any person attending the Event.

6.6 We will ensure that all electrical equipment that We use is maintained to a professional standard, PAT tested.

6.7 If We agree that a particular DJ is to provide the Services, We will use reasonable endeavours to provide that DJ. However, We will be entitled to arrange for an alternative DJ if for any reason the DJ agreed becomes unavailable at any time to provide the Services at the Event.

6.8 If at any time You ask Us to begin any Services later than the time agreed for them as set out in the Quote/Invoice, and consequently We have to begin the Services later than that agreed time, then, if the DJ arrives for the Event and is

ready to provide the Services at (or before) the agreed time, We will not be obliged to extend the Services beyond the time agreed for finishing the Services set out in the Quote/Invoice.

- 6.9 If You request the DJ to stay beyond the agreed finishing time and he/she agrees to do so, You will pay Us an amount of Fees calculated at Our hourly rate (pro rata) set out in the Price List for the additional time he/she spends. We will give You an invoice for that amount within 7 Business Days after the Event. That invoice will be due and payable within 14 Business Days after We give it to You.
- 6.10 We will be responsible to remove all equipment and other things which the DJ brings to Your Premises but not for any other items or for cleaning or tidying up any part/s of Your Premises after the provision of the Services.
- 6.11 We will provide reasonable cooperation and liaison (before and at the Event) with any third parties who You notify Us will be providing other services at the Event provided that We are not required to provide any services other than the Services.
- 6.12 We will not be obliged to begin or complete setting up sooner than We have allowed for to ensure that We are ready to begin the Services at the agreed start time for the Services nor to begin taking down later than the agreed finish time for the Services.
- 6.13 Where the venue has a sound limiter installed, but, in breach of sub-Clause 7.10 below, You fail to advise Us in writing of that installation before We accept the Booking, then if the sound limiter prevents altogether or adversely affects Our provision of the Services over any or all of the period that We agreed to provide the Services, You accept that risk, and consequently We will not be in breach of contract and You will not be entitled to any refund of Fees.
- 6.14 We only make Services available to a "Consumer" (as defined in Clause 1 above), and Your acceptance of the Quote will be deemed to be Your confirmation that You will be a "Consumer" in connection with any Booking by You.

7. Your Obligations

You must ensure that:

- 7.1 Your Premises are available for the DJ to provide the Services on the date and time of the Event as set out in the Quote/Invoice and that Your Premises are ready for the DJ to set up at the agreed set up time so that the DJ can unload, bring in, and set up all necessary equipment from that time;
- 7.2 where the venue at Your Premises for the Services is outdoors, You have a backup plan to use an indoor area at Your Premises where weather conditions make it unsafe, impracticable or unsuitable to begin or continue the Services outdoors;
- 7.3 You are present throughout the time when We provide the Services;
- 7.4 Your Premises are safe and suitable for the DJ to provide the Services;
- 7.5 the following are available for the DJ at Your Premises on the date and during the hours of the Event:
 - 7.5.1 sufficient space at Your Premises to deliver the Services (including a 3 by 2 metres area for setup, space for setting up speakers and lighting stands) and for the guests to engage in dancing;
 - 7.5.2 suitable free-of-charge parking within reasonable proximity of the set up area to allow the DJ to unload and load equipment and park his/her vehicle for the duration he/she is at Your Premises for the purpose of providing the Services;

- 7.5.3 ramp or lift access between the parking area and the setup area;
- 7.5.4 such facilities, equipment and utilities as the DJ may reasonably require to provide the Services, including a power supply no more than 10 metres from the DJ's set up location comprising of two 13 amp circuit outlets from a reliable power source along the wall of the set-up area free of all other connected loads, and
- 7.5.5 appropriate refreshments for the DJ if he/she will be at Your Premises for longer than 6 hours in total for the Event (including time engaged in parking, unloading, setting up/packing up equipment) unless, where such refreshments cannot be provided, you have notified Us at least 48 hours before the Event so that the DJ can make other arrangements;
- 7.6 neither You nor any other person attending the Event gains access to, uses or interfere with any microphone, recordings, or other equipment belonging to Us or the DJ without the DJ's express permission. You cannot assume that permission will be given to You or any such person to use any such equipment for any aspect of the Event or other purpose;
- 7.7 Where the total period of time agreed for the DJ to provide the Services (excluding setting up/packing up etc.) exceeds 6 hours, and you wish the DJ to take a break of 20 mins or more during that period, he/she will only be required to do so if We and You have previously expressly agreed to such a requested break and the length of the break. Such an agreed break shall not be included as part of the period for which the Services are to be provided;
- 7.8 if You or any other person (other than the DJ) at Your Premises negligently causes damage to equipment or other property belonging to Us or the DJ, You must reimburse Us for the cost of repairing/replacing the equipment or property up to a maximum total amount of £75,000 for all items;
- 7.9 You do not, and You do not permit any person at the Event to record, reproduce, or transmit from the venue, in any manner or by any means whatsoever any of the DJ's performance or any music played by the DJ, unless and except as We may expressly agree in writing;
- 7.10 where the venue has a sound limiter installed, You advise Us advanced in writing of that installation before accept the quote, to enable Us to decide whether or not We will accept the Booking on that basis; We will not be held liable for any disruptions caused by these devices

8. Events Beyond Our Reasonable Control

- 8.1 We will not be liable for any failure or delay in performing Our obligations under the contract resulting from any cause beyond Our reasonable control.
- 8.2 If any event described under sub-Clause 8.1 occurs that does or is likely to adversely affect Our performance of any obligations under the contract, We will try to inform You as soon as is reasonably possible, Our obligations will be suspended when the event occurs and any time limits that We are bound by will be extended accordingly.

9. Limitation of Liability

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when Our contract with You is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide and sell all Services to You only for Your personal and private use/purposes. We will not be liable to You for any loss of profit, loss of business,

interruption to business or for any loss of business opportunity.

- 9.3 Whilst we endeavour to ensure that the form and content of entertainment comprising the Services will be suitable for and enjoyed by the guests at the Event, We are only able to take into account the age range of guests and the musical taste/s or requirements to be catered for if they are stated in advanced. Provided that We reasonably endeavour to take into account the information about age/taste or other requirements stated in advanced, We will not be responsible or liable if You or the person for whom the Event is arranged, or any other person/s either do not enjoy the Services or find them unsuitable.
- 9.4 Nothing in these Terms and Conditions is intended to or will exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or for fraud or fraudulent misrepresentation.
- 9.5 Furthermore, if you are a “Consumer” as defined by the Consumer Rights Act 2015, or a consumer for the purposes of any other consumer protection legislation, nothing in these Terms and Conditions is intended to or will exclude, limit, prejudice, or otherwise affect any of Our duties or obligations to You, or Your rights or remedies, or Our liability to You, under:
- 9.5.1 the Consumer Rights Act 2015;
 - 9.5.2 the Regulations;
 - 9.5.3 the Consumer Protection Act 1987; or
 - 9.5.4 any other consumer protection legislation
- as that legislation is amended from time to time.

For more details of Your legal rights, please refer to Your local Citizens’ Advice Bureau or Trading Standard Office.

10. Changes to Terms and Conditions

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such change.

11. How We Use Your Personal Information (Data Protection)

- 11.1 To the extent that You provide Us with any personal information, You warrant that that personal information is accurate and complete.
- 11.2 We will only use Your personal data as set out in Our Privacy Policy available on request.

12. Regulations

We are required by the Regulations to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before We accept Your offer comprising Your acceptance of the Quote and Your payment of the Deposit) except where that information is already apparent from the context of the transaction. We have included the information itself either in these Terms and Conditions for You to see now, or We will make it available to You before We accept Your offer. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

13. Information

As required by the Regulations:

- 13.1 all of the information described in Clause 12; and

- 13.2 any other information which We give to You about any Services or Ourselves and Our business which You take into account when deciding to make a Booking or when making any other decision about Services

will be part of the terms of Our contract with You as a Consumer.

14. Complaints and Feedback

We always welcome feedback from You and, whilst We always use all reasonable endeavours to ensure that Your experience as Our client is a positive one, We nevertheless want to hear from You if You have any cause for complaint. If You have any complaint about the Services or any other complaint about Us, please raise the matter with Us by email **info@1997.events**

15. Miscellaneous

- 15.1 If You make the Booking on behalf of a third party, You are responsible to ensure that the person(s) on whose behalf You make the Booking complies with all of these Terms and Conditions.
- 15.2 No failure or delay by Us or You in exercising any rights under these Terms and Conditions means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of these Terms and Conditions means that We or You will waive any subsequent breach of the same or any other provision.
- 15.3 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions, the contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 16.2 As a Consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a Consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.