

TNT DISCO ! Explosive Entertainment!



TERMS AND CONDITIONS

TNT Disco, (herein referred to as the Company), in consideration of the total amount specified, will provide the services of a DJ on the agreed date at the agreed location for the agreed performance times. The services consist of music selection from the Company's music library, and providing suitable equipment to play the selected music. The Company will make every effort to play all requests, subject to availability and suitability for the function and venue. The Company will take reasonable steps to obtain songs not contained in the music library. If, in the unlikely event the Company are unable to obtain a particular track, the Company will inform the customer as soon as possible.

The selection of equipment to be used at the event is left to the discretion of the Company, and is based upon the size and conditions of the event location.

The Company will provide the customer with a suitable DJ at the specified event that will play according to the details laid out in the terms of this contract. The DJ will provide entertainment to the very best of his/her ability. The DJ will be dressed appropriately for the occasion, and shall act as master of ceremonies during the event, making any necessary announcements along with playing the selected music.

The customer may request that the DJ plays longer than the contracted performance times. The Company will provide an extended performance at the specified overtime rate, provided any overtime is paid in full at the time of the request and no other obligations are pending. The availability of the Company for overtime cannot be guaranteed.

The DJ, at his discretion, reserves the right to discontinue all or part of equipment usage if the power provided is not capable of operating the equipment without risk of damage to the equipment, Company personnel or the public, or if the working environment constitutes a health and safety risk. The surface on which DJ's are to play cannot be dirt, grass, gravel, or any other unstable surface. If applicable, the customer agrees to furnish a facility that completely covers the Company's equipment from direct sunlight and rain. If service must be discontinued for any of the aforementioned reasons, the full balance is still due.

The customer will be responsible for any damage, normal wear and tear excluded, to equipment (sound/lighting equipment and/or music library) provided during the contracted time period, including the time allowed for setting up and packing away, unless damage is due to the Company's negligence.

DJ's are to perform in a safe, non-abusive environment. Any mistreatment or abuse of the DJ or anyone accompanying the DJ, in any way will result in the immediate discontinuing of services with full balance still due.

The customer shall ensure the venue will allow the DJ adequate access time for the setting up and taking down of any equipment. If the DJ arrives and cannot start the event on time due to situations outside of his control (i.e. if any part of the function if overrunning) no liability will be accepted, the DJ will not 'overrun' to compensate and the full balance is still due.

The Company is not responsible for obtaining any required licence. The customer shall ensure that any such licences' are obtained at least 31 days prior to the event.

The Company is not responsible for power outages, nor is the Company responsible for any equipment that fails at the event. If equipment fails, the Company will, on a best effort basis, find suitable back-up equipment.

The Company is not responsible for any damage to the room or building where the services are provided.

The Company is not liable in any way for any injuries that may occur due to the actions of the customer and/or any of the customer's guests. This may include, but is not restricted to drunkenness or other forms of intoxication.



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The required deposit of 40% of the total cost is due at the time of signing. This contract is assumed to be binding one the deposit has been received and cleared.

Payment can be made using any online payment facility when available. The Company will not charge the customer any additional fees for online payment.

Final payment of the remaining balance is due on or before the above event.

Any payments made other than cash, must have cleared on or before the event date.

Payments received on the date of the event must be in cash and should be delivered prior to the scheduled start time. Under no circumstances will the Company begin rendering services until the balance is paid in full.

Notice of cancellation by the customer shall be in writing and delivered to the Company, wherever possible, before 28 calendar days (4 weeks) prior to the above event, in which case a full refund, if any due, with exception of the deposit, will be given. If such notification is not given, the Company will assess the full service fee, including the deposit. The deposit is non-refundable for any reason, even if 28 day's notice is given.

Notice of cancellation by the Company shall be in writing and delivered to the customer, wherever possible, before 28 calendar days (4 weeks) prior to the event, in which case a full refund, if any due, will be given. This is subject to proven detention by sickness, accidents, equipment malfunction, or acts of God beyond the control of the Company. In the unlikely event that the Company is unable to appear, the Company will make every effort to find a qualified replacement.

In the unlikely event that a replacement cannot be found, the Company will make a full refund of any moneys paid by the customer. The customer agrees that the refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the Company.

In the unlikely event that the Company is delayed and the performance does not start on time, or time is lost during the event due to equipment malfunction, the Company will refund the portion of fees paid prorated to the time lost. The customer agrees that the prorated refund will be the full extent of damages he or she is entitled to and no further damages may be sought against the Company.

If the performance start time is delayed due to the inability of the DJ to gain access to the performance area, or any other delay beyond the DJ's reasonable control, the Company will not be liable for any refund whatsoever.

If a booking has been confirmed and the DJ attends the function to find another artist or DJ has been booked by the customer, the promoter(s) or any other persons then the full fee shall be payable as per the agreement.

This contract is to be signed and returned by the customer with the required deposit as soon as possible. Upon receipt by the Company, equipment and personnel will be allocated on a first received first served basis for the event date. If the Company is able to fulfil the requirements of the event, the deposit becomes non-refundable, and all of the terms and conditions of this agreement become binding. If suitable equipment and/or personnel are no longer available the Company will return the deposit with a written explanation of the situation within 5 business days of the receipt of the contract.

All written modifications or additions must be agreed upon and initialled by both the Company and the customer. This constitutes the entire agreement between the customer and the Company. All pages should be returned to the Company after signing. No other terms or conditions implied or expressed not included in this signed document apply. All notices, acknowledgments or replies referred to in this document are to be made by post, or sent via Email.

Agreed:	(Customer Signature)	Date:
NM to-		

Nick Turner (TNT Disco)

