

## Freelove Entertainments Ltd Contract Terms and Conditions

1. Definitions
  - “Contract” means a contract for the hire of equipment or services by the acceptance of an order / cleared funds deposit
  - “Equipment” means the equipment described or any individual item thereof.
  - “DJ” means Disc Jockey
  - “Assistant” means a member of FLE staff
  - “Hire Period” means a period starting on the date that equipment is despatched to or collected by the hirer and ending on the date on which the equipment is returned to FLE.
  - “Hirer” means the hirer, whether it be a company or individual, of equipment from FLE.
  - “FLE” means the company Freelove Entertainments Ltd.
2. All descriptions and specifications, drawings and particulars of weights and dimensions issued by FLE are approximate only, and are intended only to present a general idea of the goods to which they refer and shall not form part of the contract.
3. FLE reserves the right to supply equipment of similar design to the equipment booked.
4. Your DJ is entirely self contained with a complete set of sound, lighting and music if that is what you booked. The client should supply a minimum of two 13 amp 240 volt sockets on a minimum 16 amp supply at the working position and a clear solid level working space to accommodate the equipment, with ample height (minimum 3 metres) for lighting. This is particularly important in marquees.
5. It is the responsibility of the client to ensure that the electrical supply is safe, properly earthed and is supplied at the correct voltage. Our staff and DJ's will not connect to an electrical supply which they consider to be anything less than totally safe.
6. The equipment may not be set up directly on top of a dance floor, as this causes cd's (and vinyl where specified) to jump.
7. The DJ will accommodate requests throughout the night wherever possible.
8. The standard fee, except for Christmas Eve and New Years Eve, is for up to five hours before 12pm from the time when the disco is contracted to be ready to start.(ie 7pm to 12pm). Additional hours will be charged at a rate of £50 per half hour or part of till 2am, then at a rate of £150 per hour or part of until the finish time. Christmas Eve and New Years Eve are subject to pre-arranged seasonal cost increases.
9. The DJ may play on later than contracted if requested by the customer. In these circumstances, the customer must pay the DJ for the extra time when the request is made, in cash in whole at the rates above.
10. Standard fees are based on Staff and DJ's arriving immediately prior to playing / event start time. Where an early set up is required an additional fee may be made.
11. All Prices are subject to VAT at 17.5%.
12. FLE under no circumstances operate an open book audit policy.
13. Should the client instruct that the equipment is to be installed early in the day and left on site, without wishing to pay FLE staff being in attendance throughout the day, the safety and security of the equipment shall be at the clients risk. The client must safeguard against theft, damage, third party liability and other risks whilst the equipment is in their charge. The client should contact their insurers to ensure that they have adequate cover, the minimum requirement being the replacement value of the equipment, which could be in excess of £25,000.
14. Fees are based on engagements within the M25. For events outside this area a travelling charge of 75p per mile from base to event each way may be charged.
15. Where an event outside the M25 finishes later than 2am, the client should provide overnight accommodation in the form of a twin room, bed and breakfast for the DJ and assistant. This should ideally be on site, or close to the venue. If this is not possible please notify our office at the time of booking.
16. Cheques should be made payable to Freelove Entertainments Ltd. Deposits are due immediately booking is made to secure the date. Full payment is due 14 days in advance of the event.
17. Bookings are only confirmed when the client's non refundable deposit has cleared at our bank. Any changes to the agreement must be confirmed in writing by both sides. Cancellation of a confirmed booking may only be made in writing. Bookings cannot be cancelled by telephone.
18. In the event of a cancellation by the client, a cancellation fee will be made on the following basis, payment being due at the time of cancellation. More than 12 weeks notice, loss of deposit. More than 6 weeks notice, loss of deposit plus 50% of the balance due. Less than 6 weeks notice, entire fee for event. Christmas Eve and New Years Eve - Due to the exceptional high demand and nature of these dates, any cancellations once the contract has been agreed by both parties will attract a 100% full fee cancellation charge, irrespective of notice period or any other factors.
19. When a booking has been formally cancelled, and that cancellation accepted by both parties, the client forfeits any rights to use that DJ / Equipment on that date, irrespective of deposits or cancellation charge paid or due.
20. FLE shall have the right to terminate a contract forthwith by giving notice in writing if the hirer fails to make payment of any sum in accordance with the contract, or the hirer enters into liquidation whether compulsory or voluntarily otherwise than for the purpose of amalgamation or reconstruction without insolvency or shall compound or make any arrangement with its creditors or shall be the subject of any application for administration order or shall be subject of any proposal under part 1 of the Insolvency Act 1986 for a composition in satisfaction of its debts.
21. Every effort is made to provide the DJ of the client's choice, but DJ's are not booked by individual name. FLE reserves the right to substitute an alternative DJ at any time up to and including the day of the event without notice.
22. All equipment used and practices adopted conform to Health and Safety legislation and recommendations, and all equipment is serviced and tested to PAT and EMC electrical safety regulations.
23. The client has the right to control the volume within the limitations of the equipment.
24. The DJ and Assistants shall be deemed to be under the direction and control of the client, and shall be regarded as the servant or agent of the client, who alone shall be responsible for any claims arising from placing or operation of the equipment.
25. The client should provide the DJ and assistants with secure changing facilities and reasonable refreshments at no charge. Where the DJ or assistant is required to be at the venue for five hours or more including setting up and strike times, a full hot meal should be provided. Should no arrangements be made to feed the DJ and assistant, they will leave the site for a reasonable time to obtain a meal, the cost of which will be borne by the client. For shorter periods less than five hours, refreshment in the form of soft drinks only need be provided whilst the DJ or assistant is working.
26. The client is responsible for safeguarding the equipment of FLE and any equipment supplied by contractors to FLE, and is expected to reimburse for any losses, damages, breakages or injuries.
27. In the unlikely event of any dissatisfaction or complaint, this must be notified to the FLE office within 48 hours of the event by telephone message and the details of the complaint advised in writing within seven days.
28. Limit of Liability. In the unlikely circumstances of an unsatisfactory or incomplete performance, the liability of FLE shall not exceed the individual fee payable for the specific item charged for that individual event on that date.
29. FLE shall not be liable for the following loss or damage howsoever caused and even if foreseeable by or in contemplation of FLE.  
Loss of profits, business, revenue, goodwill or anticipated savings whether sustained by the hirer or any other person, or special, indirect or consequential loss, other than direct physical damage to tangible property of the hirer or any other person, or any loss arising from any claim made against FLE by any other person.
30. For long term hire, charges run from the day of despatch until the day of return and are based on a period of one day irrespective of whether the goods are in use or not, unless otherwise stated in your booking contract.
31. Use of hire equipment. The hirer shall ensure that the equipment is installed and used by competent and qualified personnel in a manner which complies with any applicable statute, regulation or order from time to time in force affecting the equipment including but not limited to the Health and Safety at Work etc. Act 1974 and any statutory amendment or replacement of it.
32. The hirer shall not without the prior written consent of FLE make any modification or alteration to the equipment, or take the equipment outside mainland Great Britain.
33. The hirer shall allow FLE to inspect the equipment upon request during FLE's normal working hours
34. Ownership. The equipment shall at all times remain the property of FLE and the hirer shall have no rights to the equipment other than as hirer and the hirer shall not do or permit or cause to be done any matter of thing whereby the rights of FLE in respect of the equipment are or may be prejudicially affected.