

GNG Disco Terms and Conditions

GNG Disco have made every effort to word these terms and conditions in plain English, with clarification of various clauses where deemed necessary. If you do not understand any part of these terms, please call us to clarify, or seek legal advice before you agree to them. Any booking WHETHER CONFIRMED VERBALLY, ELECTRONICALLY OR IN WRITING will be subject to a legally binding contract carrying the following non-negotiable terms and conditions of booking:

1. Definitions

This booking contract is negotiated by GNG Disco between the 'client' and 'ourselves'.

2. Confirming the booking

Confirmation:

- i) 'Confirmation' will mean any verbal, electronic or written acceptance of this booking by BOTH the 'client' and 'GNG Disco'.
- ii) All bookings take effect immediately upon 'confirmation'.
- ii) Non-signature or non-return of contract is not sufficient to cancel the booking or acceptance of these terms. Upon 'confirmation' of the booking, GNG Disco will issue a contract to the 'client' for signature and this must be returned within 7 working days. The 'client' & ourselves may keep one copy of the contract for their personal records. GNG Disco will store the signed contract(s) for safe keeping (copies available on request) and will act as the negotiator between both parties for the period up to and including the date of the event, and for eighteen months after the event.

3. Changes to contract

The agreed booking fees may be subject to change (in agreement with both the 'client' and the 'GNG Disco') if any details on the contract are altered.

All changes to the contract must be arranged & agreed by GNG Disco in advance of the event.

4. Payment of fees

The agreed booking deposit is due strictly within 7 working days of invoice/contract sign. Booking deposits can be paid by cheque, BACS transfer (bank details on invoice), also securely by debit or credit card via Paypal by visiting www.gngentertainment.org and visiting the 'Event Planner/Guest Request' page, sign in to your Event Planner using your login details and click on the 'Make a Payment'

Button. Unless otherwise agreed by GNG Disco in writing on the contract, the balance is payable by cheque or bank transfer 7 days before the event date. If any fee which the 'client' is due to pay prior to the event has not been received at least 7 days before the event, the GNG Disco has the right to cancel this booking without penalty and the 'client' will forfeit any other fees paid previously, and remain liable for any cancellation fees due (see clause 5.)

5. Cancellations

Cancellation by the 'client':

- Cancellation by the 'client' is not allowed for any reason except circumstances covered by 'force majeure' (see clause 18.) In the event that the 'client' cancels the booking, the 'client' agrees to inform GNG Disco immediately.

- i) Cancellation by the 'client' within 48 hours of booking confirmation will not carry a cancellation fee unless the event date is within the following 7 days, in which case the full booking fee will be due.
- ii) Cancellation by the 'client' after 48 hours of booking confirmation and up to 61 days from the event will result in loss of booking deposit and 50% of the remaining balance will be payable by the 'client' to GNG Disco within 10 working days.
- iii) Cancellation by the 'client' within 60 days and up to 31 days of the event will result in loss of booking deposit and 75% of the remaining balance will be payable by the 'client' to GNG Disco within 10 working days.
- iv) Cancellation by the 'client' within 30 days of the event will result in loss of booking deposit and 100% of the remaining balance will be payable by the 'client' to the GNG Disco within 10 working days. On behalf of GNG Disco, any payment outstanding from the 'client' outside of these terms will be referred to a debt recovery company and will be subject to a surcharge plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the 'client' and will be legally enforceable. It is the 'clients' responsibility to ensure their venue can accommodate the GNG Disco and non-performance of the due to venue restrictions will place the 'client' liable for cancellation fees as detailed above.

Cancellation by GNG Disco:

- Cancellation by GNG Disco is not allowed for any reason except circumstances covered by 'force majeure' (see clause 18.) In the unlikely event that the GNG Disco cancels the booking, I will inform the 'client' of the cancellation and make all reasonable attempts to find a suitable replacement artist of similar standard and style, at no extra cost to the 'client'. Should a suitable replacement not be found, GNG Disco agrees to refund the 'client' their deposit plus any other booking fees already paid in advance. Should GNG Disco cancel a booking under circumstances not covered by 'force majeure' (see clause 18) the 'client' may pursue unlimited damages from the GNG Disco as they see fit. GNG Disco also agrees to pay the 'client' any difference between the original booking fee and the fee charged by any replacement artist arranged for the 'client' by GNG Disco. There will be no refund given to the 'client' against the booking deposit already paid, and no administration charge' will be made to the act, if a replacement artist of similar value can be arranged by GNG Disco and agreed by the 'client'. However, should a replacement artist charge a much lower fee, the client will be refunded a proportionate amount of their booking deposit and the replacement artist will be due their usual fee. Where possible, the 'client' and 'artist' will be contacted to agree this in advance. If a replacement artist is required last minute and the 'client' is not happy to accept the replacement artist, they must not allow the replacement artist to perform. If the replacement artist is allowed to perform, their full fee will be due. Any payment outstanding from the 'artist' outside of these terms will be referred to our recovery company and will be subject to a surcharge of plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the 'artist' and will be legally enforceable.

6. Late payment of deposit

Failure by the 'client' to pay the booking deposit within the terms specified will result in 'client' being in default of contract. The booking will be cancelled and the 'client' will be bound by the cancellation clauses in part 5 of these terms and conditions.

7. Late payment of the balance

Failure by the 'client' to pay GNG Disco within the terms specified will result in interest being charged on the balance due. GNG Disco reserves the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Non-payment of the balance will result in legal action and any payment outstanding from the 'client' outside of these terms will be referred to a recovery company and will be subject to a surcharge plus VAT to cover collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the 'client' and will be legally enforceable

8. Complaints

If through their own fault GNG Disco is unable to fulfill part of the event schedule or breaks the terms of this contract and the 'client' would like to claim a reduction on the fee, a complaint must be made in writing to GNG Disco no more than 30 days after the event. Full payment must still be made to the GNG Disco as agreed in the contract. Withholding payment is illegal.

Failure to pay the GNG Disco within the terms of this contract will incur charges outlined in clause 7 (see above) and may render the 'client' subject to prosecution.

9. Changes on the day

Where possible, changes to the contract schedule which are unavoidable on the day of the event should first be discussed & agreed with GNG Disco. Should this not be possible, changes are to be agreed between the 'client' and the DJ prior to performance. Any changes will be subject to these terms and conditions.

10. Delayed event schedules and late finish fees

If due to the late running of or alterations to the event schedule which is no fault of GNG Disco, GNG Disco is not able to perform their full performance time within the schedule outlined in this contract, there will be no reduction in the fee. If the event runs late and the DJ is asked and agrees to finish later than the finish time in the booking contract the following standard 'late finish' fees will be charged: 10% of the total balance due per ½ hour over run, payable on the day of the event by the 'client' to the DJ in cash.

The DJ has the right to refuse to finish later than the confirmed finish time without penalty.

11. Extended performance fees

If the event schedule is changed on the day and the DJ is required and agrees to perform for longer than the 'Performance times' agreed in this contract the following standard 'Extended performance fees' will be charged: The DJ has the right to refuse to extend their performance times without penalty.

12. Rider

This contract may be subject to a 'rider' containing the DJ's requirements for food, accommodation, dressing rooms, technical specifications etc (please see full 'artist rider' on the contract, If applicable) The 'rider' forms an integral part of this contract and MUST be provided by the 'client' at their own expense.

13. Expenses

If the 'client' has agreed on the front of this contract to cover additional expenses incurred by the DJ (such as taxi's, food, rehearsal time, hotel, flights etc) the DJ must provide receipts and an invoice to the 'client' within 60 days after the event. The 'client' must reimburse all expenses to the DJ within 28 working days of invoice.

14. Artist service guarantee

The DJ will make every effort to ensure their performance is outstanding, adhere to the client's wishes within all reasonableness, be polite and courteous with the client, their guests and all venue staff and contractors. The DJ agrees to provide all equipment required to undertake this performance, unless the equipment has been contractually agreed to be provided by the 'client' or a third party. It is the DJ's responsibility to ensure the good working order & safety of their own equipment, and to obtain all necessary insurances & certification. The DJ will refrain from excessive drinking before, during and after the performance at all times when

the 'client' or their guests are present. The DJ will not under any circumstances partake of any illegal drug use on the day of the event, or whilst at the event 'venue', or whilst in the presence of the client, their guests, venue staff or other associated suppliers or artists. The DJ will not smoke in restricted areas or park their vehicles in restricted areas at the performance venue. The DJ will be suitably and tidily dressed during their performance except with the consent of the client or where the wearing other attire is deemed to be a necessary part of their act. GNG Disco accepts full responsibility for maintaining their own Public Liability Insurance (which should be to a minimum of £1,000,000 cover), their own equipment insurance, vehicle insurance and for carrying out the P.A.T. testing of their equipment.

15.1 – Health & Safety

Any aggressive behaviour (either verbal or physical) is not acceptable to the DJ, any such behaviour towards any DJ may result in the service being terminated early. It is the responsibility of the client to take all reasonable steps by way of stipulation in booking or providing a safe venue for the engagement and a safe supply of electricity. Open-Air or Marquee venues must be agreed prior to the performance. It is the responsibility of the client to ensure that an appointed Health and Safety Officer is present during the event. The Health and Safety Officer is to ensure that all Health and Safety guidelines are followed. It is the responsibility of the client to supply a First Aider if required by the Health and Safety Guidelines. For more information refer to the Health and Safety Executive, see <https://www.hse.gov.uk/>.

15.2 – Sound limiters & volume

The adjustment of the volume and sound level of any equipment shall be as the 'client' reasonably requires.

16. Force Majeure

In cases of 'Force Majeure' (which shall be known as war, fire, death, illness or other capacity certified by a properly qualified medical practitioner, epidemic, accident, civil commotion, national calamity, order of Government or Local Authority having jurisdiction in the matter, changes in law, foreign government policy, act of God), which are not attributable to any act or failure to take preventive action by the 'artist' or 'client', then the 'artist' or 'client' may cancel this booking without penalty other than loss of deposit.

GNG Disco has the power to vary these terms of business.