

BlueMark Entertainment Terms & Conditions

1. Definitions: "Provider" means Bluemark Entertainment including its contractors.

"Customer" means the person requiring the Services of the Provider for the Event.

"Event" means the date upon which the Customer wishes the Provider to attend and provide the Services.

"Services" means the provision of a DJ with fully operational equipment to perform at the Event.

"Full Fee" means the total amount payable by the Customer to the Provider as quoted on the booking form attached to these terms and conditions.

"Working Days" means Monday to Friday not including weekends or UK public holidays.

"Overdue" means any Working Day after the Event whereby the Provider is not in receipt of the Full Fee.

"Party" means either the Provider or the Customer; "Parties" shall mean both the Provider and the Customer.

2. Any cancellations or notified changes must be made at least 60 days prior to the date of the Event. If the Customer fails to cancel the booking before this date the Customer will be charged the full fee. Verbal bookings are taken at the risk of the Customer and no responsibility for errors will be accepted if the Customer chooses not to use the Provider's normal booking procedure.

3. A booking fee of £100 will be required once the Event has been accepted and confirmed, payable on return of the booking form. The Provider will then issue the Customer with a written receipt. Please note that the booking fee is non refundable save that the Provider reasonably foresees it is unable to deliver the Services in which case the Provider agrees to inform the Customer at reasonable notice and the booking fee shall be refunded. The booking fee shall be deducted from the Full Fee and the balance payable 28 working days in advance. The Provider is not bound to accept a booking without payment of a booking fee and non-payment of a booking fee could allow the Provider to change its work schedule without prior notice.

4. For the avoidance of doubt, if the Customer fails to pay the booking fee and the Provider does attend the Customer's Event and provide the Services, the Customer will be liable for the Full Fee, payable by cheque 28 days before the event.

5. Failed payment of any fees owed within 5 Working Days after the Event will automatically qualify for an additional £50.00 administration charge to be added to the Full Fee after the 5 Working Day period and will result in legal action after 10 Working Days of failed payment. Overdue fees must be made in the form of cash and delivered by hand to the Provider's offices or by cleared bankers draft delivered to the Provider.

6. The Provider does not tolerate violent, aggressive or abusive behaviour towards any of the Provider's contractors from anyone under any circumstances. The Provider has the right to terminate its Services at any time any of the Provider's employees feel that their personal safety is under threat. The Customer will be advised of any problems that the Provider including its employees may have in this respect.

7. In the event of fire, flooding, public disturbance, terrorist activity or any other threat to the public, it is not the responsibility of the Provider to assist in the evacuation of a building where the Provider is present or working within, unless the fire regulations for the venue specify otherwise, in which case it is the Customer's responsibility to ensure that the Provider is informed of such requirements.

8. The Provider at no point during the Event will take food or drink allocated for guests, without prior invitation. The Provider does request that a light snack and non-alcoholic beverage be provided if the Services booked exceed 4 hours duration.

9. The Provider will need a minimum of one hour to enter a venue for the Event and set up prior to the start time and also a similar time allowance at the end of the night to pack up. This access time may be reduced if access is good and the Provider is familiar with the venue. Consideration must be given to the time allocated to installing and the removal of equipment where more than one entertainer is being used. It may be necessary for the Customer to consider requesting the Provider attends the venue for early installation if the Customer wishes for the Provider's DJ to begin the set straight after an earlier entertainer or meal.

10. The Customer must consider whether the venue has adequate space available for the Provider to perform the Services. If the Customer is booking other entertainment (e.g. Singer, comedian, band etc) as well as hiring the Provider, the Customer must consider where the Provider will set up the equipment to perform the Services. The Provider reserves the right to refuse to continue the provision of Services at the Event prior to the start should there be insufficient floor space which would not allow the audio and lighting equipment to be assembled safely. If the Provider must refuse to perform the Services in such circumstances, the Customer will continue to be liable to pay the Full Fee. The Customer is advised to discuss space requirements with the Provider in advance of the Event.

11. It is the responsibility of the Customer to ensure that the venue provides a minimum of 2 x 13amp outlets dedicated purely for the Provider's equipment (not in the form of an extension lead) and the Provider requests that, if unsure, the Customer discusses the possibility of a site visit with the Provider, prior to the commencement of the Event. If the Customer has not advised the Provider of inadequate power outlets for the Provider's sole use and the Provider attends the Event, the Provider reserves the right to refuse to perform the Services and the Customer will continue to be liable to pay the Full Fee.

12. If the Provider needs to link its equipment within a fixed in-house audio system, the Provider reserves the right to refuse to do so if the equipment is considered to be unsafe or liable to cause damage to any component linked to it. The Provider shall not be liable if damaged is caused to an in-house audio system that the Provider has linked its equipment to where post inspections prove that the damage has been caused by faulty equipment other than the Providers.

13. All mobile equipment used by the Provider is checked prior to arrival at the Event and has been fully PAT (Portable Appliance Testing) tested for safety by a qualified electrical engineer. The Provider will issue an up to date PAT certificate on request. The Provider also undertakes that it has adequate public liability insurance for all Services performed by the Provider under this agreement and will provide the Customer with a copy of the policy on request.

14. The Provider takes all bookings on the understanding that the venue is in possession of the necessary entertainment & liquor licenses. The Provider is not responsible if the venue is found to be in breach of the terms of their license/s.

15. The Provider shall not be liable or be deemed to be in breach of this agreement by reason of any delay in performing or failure to perform the Services required by the Customer under this agreement, if the delay or failure is due to any cause beyond the Provider's reasonable contemplation and control, including without limitation, any sudden illness, power failure at the venue, malicious damage or an act of God. Should the Provider reasonably expect to be delayed or unable to perform the Services due to uncontrollable circumstances such as those mentioned in this clause, the Provider shall, if possible, contact the Customer, and if appropriate, use reasonable endeavours to provide an alternative.

16. Engaging the Services offered by the Provider through whatever means will constitute acceptance of the Provider's Terms & Conditions. The Provider reserves the right to alter any or all of the above at any time and shall provide the Customer with notification of any change in the Terms & Conditions should they be altered at any time during the duration of the Customer's agreement with the Provider, beginning at the booking of Services and terminating at the end of the provision of Services at the event.

17. Nothing in these Terms & Conditions purports to exclude the Provider's liability for death or personal injury.

18. These Terms and Conditions are governed under the laws of England and Wales.