

DJ Terms & Conditions for Monkey DJ Services

Monkey DJ Services, (herein referred to as the Company), in consideration of the total amount specified, will provide the services of DJ on the date of function, at the agreed location for the agreed performance times, as state on the Booking Form. 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 such music being available on the date 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 is 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.

Definitions

- Function = Event, Party, Wedding Reception, Club/Corporate/Commercial event, any organized entertainment.
- DJ = Us, We, Company.
- Client = You, Hirer, Function Coordinator, Event manager, Club management, Customer.

Booking & Payment

To confirm and secure your booking, you will receive a confirmation booking from Monkey DJ Services - stating date, price and location. If you did not receive a Confirmation Booking, that will be because your event hasn't been confirmed. A Deposits of 50% are required. With the rest of the payment either by Cheque, Bank Transfer, Pay Pal (cheque 2 weeks prior to the event). Please state prior to event should you need a Tax Invoice, as We are able to print this out for your needs

Cancellation

Monkey DJ Services will charge the following fees should a cancellation occur. Any cancellations must be made in writing at least 14 days prior to the date of the event.

If you fail to cancel your booking within 14 days of the event date you will be charged the full contracted fee.

Standard of Dress

The DJ will be dressed appropriately for the occasion.

One Meal to be provided - "Engagement / Weddings"

The Client agrees to provide a meal for one (1) Monkey DJ Services staff member during any catered engagement / Wedding that operates for longer than four & Half (4.5) hours.

Extended Performance Hours

Payment may take up to 5days to clear, once payment is clear, you will have a confirmation email from out Booking Managers

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The Client 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, you have obtained agreement from the venue Manager if applicable and no other obligations are pending. The availability of the Company for overtime cannot be guaranteed.

Health & Safety (OH&S)

The Client shall provide DJ with safe and appropriate working conditions. DJ requires a MINIMUM of two 10 amp circuit outlet from a reliable power source within 10 meters (along the wall) of the setup area. This circuit must be free of all other connected loads. 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, the 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, 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 Client will be responsible for any damage, normal wear and tear excluded, to equipment (sound/lighting equipment, music library and/or company vehicles) 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. In order to prevent equipment damage DJ reserves the right to deny any individual other than employees of Have Sound Will Travel access to the sound system or any other equipment in his possession. The Company requires a minimum of 90 minutes for setting up and 50 minutes to pack away equipment. The Company will not, under any circumstances, cut corners regarding the health and safety procedures inherent in this process.

Theft

The Client will be responsible for the theft of any equipment (sound/lighting equipment and/or music library), along with any personal/business belongings of company personnel. The Company, at its discretion, reserves the right to discontinue all services on the function date until such items are returned, or an agreement has been reached regarding suitable recompense.

Misbehavior

The Client is responsible for the conduct of all persons attending the event whether those persons are invited or not. We do not take any responsibility for controlling rowdy behavior or ejecting unwanted persons from the venue. Our DJ's have the right to perform in a safe environment. DJ reserve the right to cease performance should any physical verbal abuse or intimidating actions be made to the DJ or anyone accompanying the DJ. If the Client is able to resolve the threatening situation within a reasonable amount of time (maximum of 15 minutes), DJ shall resume performance in accordance with the original terms and conditions of this agreement. You will be advised of any problems that we may have in this respect

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with any of your guests. Client shall be responsible for payment in full, regardless of weather the situation is resolved, or weather DJ resumes performance.

Equipment Failure

The Company is not responsible for any power outages. Since every reasonable safeguard is assured the Company cannot be held responsible for any sudden malfunction or breakdown of any electrical equipment as this is an unavoidable occurrence and is outside of our control. We will, however, make every reasonable effort to rectify the situation. In the extremely unlikely event that suitable back up equipment is not available, the Company will refund the portion of fees paid prorated to any time lost or if in the extremely unlikely a total failure occurs, the client will be refunded the total contracted fee in full. In this situation this will be the full extent of our liability he or she is entitled to and no further damages may be sought against the Company.

Injuries

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.

Delays

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. The same applies if the agreed performance time is cut short for any reason beyond the Company's control.

Additional Charges

The Company, at its discretion, reserves the right to apply additional charges in certain circumstances. These charges will only apply if the conditions of the function differ from that stated in the original Booking Agreement. For example, if the DJ incurs extra expenses in respect of parking fees etc.

Miscellaneous

All written modifications or additions must be agreed upon by both the Company and the Client. This constitutes the entire agreement between the Client and the Company. No other terms or conditions implied or expressed not included in this document apply.

All notices, acknowledgments or replies referred to in this document are to be made by post, or sent via Email to info@monkeydjservices.com

Account's

All Accounts have a few ways to pay for the services,
Pay Pal, Payment is requested at our end to you as our Client
Bank Transfer to Account Name: Justin J Bonney
BSB: 033-137 Account number: 473889 (Westpac Bank)
Cheque to: Justin Bonney (Please Make payment in full if payment by this way. cheque's take 14 days to Clear)

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Company Signature: Justin J Bonney

Monkey DJ Services

CEO

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