

Terms of Service (21 March 2023)

1) Payments

- 1.1 The Booking must be discussed, quoted, and agreed upon by Ryan Boden DJ, and the Deposit must be paid. The Deposit is non-refundable.
- 1.2 The Deposit and remaining balances must be paid via Bank Transfer.
- 1.3 The Client will be invoiced for the Total Fee, as agreed with Ryan Boden DJ. The Total Fee must be paid in full no later than 30 days before the Event Date, unless otherwise agreed in writing.
- 1.4 If the Client wishes to make further bookings or regular bookings, these terms will apply to all consequential bookings confirmed in writing, unless new terms are agreed upon in writing. A new Booking Form is not required for every event.
- 1.5 Late Payments: Ryan Boden DJ reserves the right to claim interest (at 8% over the Bank of England base rate) and compensation for debt recovery costs under the Late Payment legislation if the payment terms are not met. In addition, invoices that are more than 30 days overdue will incur an additional £50 administration fee, chargeable on the 30th day after the invoice becomes overdue.

2) Performance Schedule

- 2.1 The Client agrees to provide a detailed schedule of the event to Ryan Boden DJ at least 14 days prior to the event. Ryan Boden DJ will work with the Client to plan and finalise the schedule around 30 days prior to the event. Any changes to the schedule must be agreed upon in writing by both parties.
- 2.2 The Client agrees to inform Ryan Boden DJ of their music choices at least 14 days prior to the event. Any requests made to change the Client's music choices with less than 14 days notice will be accommodated at Ryan Boden DJ's discretion, subject to the feasibility of the request.

3) Variations

- 3.1 Any variation to the original Booking must be agreed upon in writing. Any agreed changes to the Performance will be subject to these Terms and Conditions.
- 3.2 Ryan Boden DJ is not liable if they are unable to complete the full performance duration due to a delay in the start of the performance schedule due to a reason that is not their fault.
- 3.3 If the Client requests Ryan Boden DJ to extend the performance past the agreed Finish Time, an additional fee will apply, and must be paid in cash or bank transfer before the extension commences.

4) Equipment and Access

- 4.1 Ryan Boden DJ will require access to the event space to set up the equipment and perform a soundcheck before the performance. The Client agrees to provide access to the event space for at least one hour before the Performance start time.
- 4.2 Ryan Boden DJ will provide all necessary equipment for the performance unless otherwise agreed in writing.
- 4.3 The Client is responsible for ensuring that the Venue has adequate power supply and appropriate electrical outlets for Ryan Boden DJ's equipment.
- 4.4 The Client must provide adequate cover to protect the equipment in case of inclement weather. Ryan Boden DJ reserves the right to refuse to set up the equipment if the event space provided is unsuitable or too exposed to the elements.
- 4.5 Ryan Boden DJ reserves the right to refuse to perform if they feel that the performance is dangerous or if any aspect of the performance contravenes local or national laws, ordinances, or regulations.
- 4.6 The Client agrees to reserve or provide adequate parking and a safe loading area for Ryan Boden DJ's vehicle(s) to ensure that the load-in and load-out process is as smooth and safe as possible.
- 4.7 If vehicular access to the venue is restricted and Ryan Boden DJ cannot reach a safe loading area, Ryan Boden DJ is not liable for resulting delays. Examples of unsuitable access may include, but are not limited to, on-site overgrown trees and shrubbery, construction or maintenance work, and parked vehicles obstructing the loading area.
- 4.8 If the Venue provided by the Client is unable to accommodate Ryan Boden DJ for any reason and the performance is delayed or cancelled, Ryan Boden DJ is not obligated to refund the Client.
- 4.9 Ryan Boden DJ will comply with any rules and restrictions imposed by the Venue, including sound restrictions, haze machine prohibitions, and music cut-off times.

5) Cancellation

5.1 This Booking reserves the event date and time slot for Ryan Boden DJ, preventing any other booking from being made. Planning and preparation may commence immediately.

5.2 In the event of a cancellation by the Client, they will be liable to pay cancellation charges as follows:

- i) Cancellation made more than 180 days prior to the Event Date: Ryan Boden DJ will retain the Deposit.
- ii) Cancellation made within 91-180 days prior to the Event Date: 50% of the Total Fee.
- iii) Cancellation made less than 90 days prior to the Event Date: 100% of the Total Fee.

5.3 Cancellation fees must be paid by the Client within 28 days of the notice of cancellation being made. The cancellation will only take effect once the Cancellation fee has been paid to Ryan Boden DJ.

6) Behaviour

6.1 The Client is responsible for the behaviour of their guests and visitors at the event. The Client agrees that if any employee of Ryan Boden DJ or anyone acting on their behalf is threatened or verbally or physically abused by anyone present at the performance, Ryan Boden DJ may choose not to perform without penalty. All Fees will remain payable by the Client. It is the responsibility of The Client to resolve the issue.

6.2 The Client is liable for any damages to or theft of Ryan Boden DJ's equipment caused by the actions of the Client, their guests, or visitors. The Client is responsible for paying for any repairs or replacements resulting from damages or theft. The Client may seek reimbursement from the person(s) responsible.

7) Unforeseen Circumstances

In the event that any unforeseen emergency circumstances arise, such as illness, injury, or accident, which result in Ryan Boden DJ being unable to attend the event, Ryan Boden DJ will:

- i) Inform the Client as soon as reasonably practicable;
- ii) Use all reasonable endeavours to arrange a suitable substitute act for the event;
- iii) If a substitute act cannot be arranged, a full refund will be given to the Client.

8) Force Majeure

Ryan Boden DJ will not be liable for failing to attend a booking if the reason for non-attendance or late arrival is caused by a Force Majeure event or circumstances beyond its control. Ryan Boden DJ will not be held responsible for any consequential loss whatsoever.

9) GDPR

9.1 The parties agree to comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR) and any other applicable national or EU data protection legislation.

9.2 The Client acknowledges that Ryan Boden DJ may process their personal data for the purposes of performing this contract, and that such processing is necessary for the performance of the contract.

9.3 Ryan Boden DJ shall not disclose any personal data obtained from the Client to any third party unless required to do so by law or as part of the performance of this contract.

9.4 The Client has the right to request access to, rectification, or erasure of their personal data processed by Ryan Boden DJ, as well as the right to restrict or object to such processing, in accordance with applicable data protection laws.

9.5 Any personal data obtained from the Client by Ryan Boden DJ shall be securely stored and processed in accordance with applicable data protection laws.

10) Promotional Materials

The Client agrees to allow Ryan Boden DJ to use any audio, video, or photographic recording of the performance for promotional purposes, including on Ryan Boden DJ's website, social media accounts, and other marketing materials.

11) Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

12) Severability

If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck out, and the remaining provisions shall remain in full force and effect.