

Order Form

Agreement Date: _____
Supplier: Higher Class
Customer: _____
Reason for Event: _____
How did you hear of Higher Class? _____



Steven Bangar
Call: +44(0)7821 972033
Visit: www.higherclass.co.uk
Email: enquiries@higherclass.co.uk

Order Schedule

Event Date: _____ Telephone: _____
Venue and Address: _____ Email: _____
Access restrictions for equipment: _____
Parking Available: Yes No
No. of Guests: _____
Area of Venue Used: _____ Event Start Time: _____
Entry to Venue from: _____ Event Finish Time: _____
Names of customer the event is for: _____

Services for the Event

Music Requirements *(please list any specific songs or music genres required)*: _____

Event Equipment Requirements: _____

Fees and Deposits

Total Hire Fee: £ _____ To be paid prior to the event.
% Deposit: £ _____ To be paid by BACS / Cash / Cheque on date of agreement.
Remaining Fee: £ _____ To be paid, if by cash then two days prior to the event, payment to be paid by Cheque is two weeks prior to the event. Cash on the day, if this has been agreed then the remaining balance must be paid at the beginning of the event. The DJ has the right to not perform until full payment has been received. Cheques will not be accepted on the day.
Deposit Paid No Yes

Until the full 50% deposit of the total hire costs is paid the booking is still provisionally booked. The booking can be cancelled if the deposit is not paid. Deposits are non-refundable.

Customer Details

Customer Name: _____ Telephone: _____
Customer Address: _____ Mobile: _____
Email: _____

Confirmation

I agree to the terms and conditions in the agreement as listed on the next page.
Making any payment to this contract constitutes signing this contract.

Please make cheques payable to Higher Class, Send to:
9 Third Crescent,
Slough Berkshire, SL1 3AS

Customer Signature: Printed Name:

Date:

BACS Payments to:
HSBC, Higher Class
Sort Code: 40 42 08, Account No: 62124262

AGREEMENT

DEFINITIONS

“**Customer**” means the person, firm or company named as such on the Order Form.

“**Deposit**” means the deposit paid to the Supplier.

“**Fee**” means the fee payable as set out in the Order Form.

“**Order**” means an order placed by the Customer for the supply of Services.

“**Order Form**” means the attached form entitled Order Form.

“**Primary Service Area**” means the 10 mile radius from Slough.

“**Services**” means the provision of DJ services by the Supplier to the Customer.

“**Supplier**” means Higher Class DJ Entertainment Limited whose registered office is Unit 6, Hounslow Business Park, Alice Way, Hounslow TW3 3UD, or any other person, firm or company named as such on the Order Form.

“**Venue**” means the venue where the event is being held as set out on the Order Form.

1. TERMS AND CONDITIONS

- (a) These terms and conditions (the “Terms”) govern the relationship between the Customer and Supplier and shall apply to any Order and be incorporated into each Order Form. Any Services performed by the Supplier for the Customer are subject to these Terms. Where these Terms are not expressly accepted by the Customer by signing the Order Form they will be deemed to have been accepted on the payment of the Deposit.
- (b) The headings in these Terms are for convenience only and shall not affect the meaning or interpretation of any part of these Terms.
- (c) These Terms together with the Order Form comprise the whole agreement relating to the supply of Services to the Customer by the Supplier and supersede any prior stipulation, agreement, promotional material, representations, warranties, guarantees, proposals, communications or statements whether written or oral made by the Supplier or any representative on the Supplier’s behalf.
- (c) If there is a conflict between these Terms and the Order Form, the terms of the Order Form shall prevail and take precedence.

2. SERVICES

- (a) The Supplier agrees to provide the Services to the Customer (using reasonable skill and care) on the event date set out on the Order Form.
- (b) The Customer agrees to be responsible for providing the Supplier with (and shall procure that the Venue supplies):
 - (i) a safe and appropriate working environment at the Venue including (but not limited to) a minimum 8-foot by 8-foot area for setup of the equipment, speakers and lighting stands;
 - (ii) a minimum of one (but preferably two) 16-32 amp circuit outlet from a reliable power source within 50 feet of the setup area free from all other connected loads;
 - (iii) paved surfaces and/or a ramp or elevator access between the parking/service entrance and the setup area for loading and unloading of equipment;
 - (iv) access to the Venue at least one hour prior to the event start time and one hour after the event finishing time for set up and take down;
 - (v) an overhead shelter if the event is being held outside;
 - (vi) directions to the venue set out on the Order Form, if requested.
- (c) The Customer agrees to ensure that the Venue has a licence to allow live music / entertainment at the Venue.
- (d) The Customer agrees to disclose the presence of any stairs, steps unpaved and/or grassy areas required to be encountered during setup or teardown at or outside the Venue that may hinder or obstruct the Suppliers ability to enter or leave the premises, access to the event room within the Venue and/or the set up of equipment. The Customer agrees to pay to the Supplier the sum of £100 (one hundred pounds) in the event he/she/it fails to disclose the areas described in this clause 2(c) prior to the date of the event which causes the Supplier or its workers to carry equipment up stairs, steps, lifted onto a stage or across unpaved and/or grassy areas to reach the setup area.
- (e) The Supplier reserves the right to deny any person access to its equipment including the sound system, speakers, lighting or music recordings.
- (f) The Customer agrees that all gratitude monetary tips are property of the Supplier.
- (g) The Customer agrees to be responsible for paying any charges imposed by the Venue including but not limited to parking and electricity costs.
- (h) The Customer agrees that if it or the event requires the Supplier to complete setup or takedown in less than one hour, or to postpone takedown one hour or more after the indicated end performance time, the additional time will be charged at the rate of £50 (fifty pounds) per hour.
- (i) The Supplier reserves the right to cease performance in the event the Supplier deems there to be a threat or implied threat of injury, harm, damage or defamation of character to the Supplier or its staff or any of its equipment including vehicle and equipment trailer. The Supplier may, at its discretion, resume performance in the event the Customer resolves the threatening situation in a reasonable amount of time. The Customer agrees to be responsible for payment in full, regardless of whether the situation is resolved and whether the Supplier resumes performance

3. CHARGES

- (a) The Customer shall pay to the Supplier the Fee for the provision of the Services. VAT at the prevailing rate shall be payable in addition to the Supplier’s fees (unless otherwise stated).
- (b) The Customer agrees to pay the Deposit on placing of the Order.
- (c) The Customer agrees to pay the entirety of the Fee on or before the date of the event.
- (d) If the Customer fails to pay the Fee to the Supplier on the due date, the Supplier may charge interest on such sums from the due date at a rate equal to 3% per annum above the base lending rate of HSBC accruing on a daily basis until payment is made, and the Customer shall pay the interest immediately on demand.
- (e) The Customer agrees to pay an additional cost for events requiring travel outside the Supplier’s Primary Service Area, such cost to be agreed with the Customer prior to signing the Order Form.

4. POSTPONEMENT

- (a) The Customer agrees to notify the Supplier in writing of any postponement of the Services as soon as reasonably practicable.
- (b) The Deposit shall be forfeited and the Fee payable in full if: (i) notification of postponement is given to the Supplier less than 30 days before the event; or (ii) notification of postponement is given to the Supplier 30 days or more before the event and the Supplier is unable to provide the Services on the new proposed event date.
- (c) If the Customer informs the Supplier of postponement 30 days or more before the event and the Supplier is able to provide the Services on the new event date the Deposit shall be held against the new event date and the Customer shall be required to pay a £100 (one hundred pounds) rescheduling fee.

5. CANCELLATION

- (a) The Customer agrees to notify the Supplier in writing of any cancellation of the Services as soon as reasonably practicable.
- (b) The Deposit shall be forfeited and the Fee payable in full if: (i) notification of cancellation is given to the Supplier less than 30 days before the event.
- (c) If the Customer informs the Supplier of cancellation 30 days or more before the event the Deposit shall be forfeited.

6. TERMINATION

- (a) Without prejudice to any other rights or remedies which the parties may have, either party may cancel the Order without liability on giving the other written notice within 7 days of placing the Order or payment of the Deposit, whichever is earlier. Provided written notice is received by the Supplier within the 7 day period, the Customer’s Deposit shall be refunded
- (b) The Supplier reserves the right to cancel the Order at any time. In the event of cancellation the Deposit shall be refunded less deductions equal to the amount of expenses incurred by the Supplier at the Customer’s request.

7. PERSONAL INJURY AND DAMAGE

- (a) The Customer shall be held liable for any injury or damage to any member of the Supplier, the DJ (person) or property of the Supplier while on the premises of the Venue if such injury or damage is caused by the Customer, any of its guest(s), associates, engagement invitees, employees, or any other party in attendance, whether invited or not.
- (b) The Supplier shall be liable for any damage suffered by you and which is a reasonably foreseeable consequence of a breach of the Terms. The Customer agrees, in all circumstances, the Supplier’s liability shall be limited to an amount equal to the Fee.

8. EVENTS BEYOND OUR CONTROL

- (a) The Customer acknowledges that the Supplier shall not be liable for any delay, interruption, change or failure to provide the Services which are caused or contributed to by any circumstance which is outside the Supplier’s control including but not limited to lack of power, telecommunications failure or overload, computer malfunction, computer viruses or digital audio equipment anomalies, inability to access the Venue at the times and dates agreed with you, your/the Venue’s failure to provide the area and environment as specified in clause 2(b) of these Terms, adverse weather conditions if the event is outside, or any other unforeseen or unavoidable event or situation beyond the Supplier’s control.
- (b) The Supplier reserves the right, in good faith, to stop or cancel performance during an outdoor event, should weather pose a potential danger to the Supplier, the equipment or guests. The Supplier agrees to use reasonable effort to continue the performance before ceasing performance however safety is paramount in all decisions. The Fee shall be payable in full whether or not the Services are performed.
- (c) In the event of sickness or other reason which will prevent the Supplier from carrying out the Services, the Supplier shall use its reasonable endeavours to find a replacement DJ at no extra cost to the Customer in order to provide the Services in accordance with these Terms. If no replacement is found the Deposit shall be refundable and the Fee not payable.

9. THIRD PARTY RIGHTS

For the purposes of the Contracts (Rights of Third Parties) Act 1999, these Terms are not intended to and do not give any person who is not a party to it any right to enforce any of its provisions.

10. GOVERNING LAW

- (a) These Terms shall be governed by and construed in accordance with English law and each party agrees irrevocably submit to the exclusive jurisdiction of the English courts.
- (b) The parties agree that in the event of a dispute they will seek to have the dispute resolved amicably by use of an alternative dispute resolution procedure acceptable to both parties with the assistance of the Centre for Dispute Resolution (CEDR) if required, by written notice. If the Dispute has not been resolved to the satisfaction of either party within 60 days of initiation of the procedure or if either party fails or refuses to participate in or withdraws from participating in the procedure then either party may refer the dispute to a Court.

11. EXECUTION OF CONTRACT

By executing these Terms the Customer represents and warrants that he or she is eighteen years of age, and if executing the said Agreement as agent or representative, that he or she has the authority to enter into this agreement. The Customer agrees that he shall be personally liable under these Terms in the event he or she does not have any such authority.