



## **Terms & Conditions for the Provision of Event Entertainment/Production Services**

### **Definition of terms**

- **The quote** - the written specification detailing the services and equipment with costing's that will be supplied for " The Event"
- **The Company** - *Just Smile Limited, 392 Galley Hill, Hemel Hempstead, Hertfordshire HP1 3LA, Tel: 01923 750525, Registered in England & Wales. Company no. 7055421. VAT No 165 738 967. Just Smile is a registered Trademark.*
- **The Client** – The person, company or group who is named in the quotation and/or has contracted the services of the company.
- **Hire** – refers to the arrangement to use the equipment supplied by The Company at The Event.
- **The Contract** - The agreement entered in to between The Company and The Client.
- **The Equipment** – All equipment provided by the company including accessories and flight cases along with any other items or services included or implied whether specified or not.
- **Services** - All services provided by The Company as part of The Contract.
- **The Event** – The time and/or place where The Equipment and/or Services of The Company are required.

### **1 "The Contract"**

**1.1** Any quote will be confirmed in writing to The Client, providing the total cost for the agreed services including delivery charges.

**1.2** ***The booking is not confirmed until Just Smile Ltd is in receipt of the signed agreement by The Client and the deposit has been paid.*** Until such time, the booking will be treated as an enquiry only, and Just Smile Ltd reserves the right to accept an alternative booking without notification.

**1.3** Once The Contract is executed, the booking is confirmed and The Client and The Company agree to abide by and be governed by these terms and conditions.

**1.4** Any extra requirements beyond those agreed, may be subject to extra payment and conditions to be agreed by both parties.

## **2 “Prices/ Payment”**

**2.1** The prices for the service provided are set out in our quotation & invoices. Our terms of payment are 20% non-refundable deposit upon booking, and full payment 14 days prior to the hire, unless other terms are agreed in writing. Deposits are non-refundable except within 7 days as set out in the terms **“Your right to cancel”**. In the event of non-payment, Just Smile Ltd reserves the right to cancel the booking.

**2.2** Payments can be made to Just Smile Ltd by Credit or Debit Cards via our website “ Info Menu” or by bank transfer to: Just Smile Ltd BANK: Santander SORT: 09-01-28 ACC: 35870008. For account customers a valid Purchase Order Reference must be provided. No equipment will be dispatched until payment has been authorised by the relevant financial institution or an approved Purchase Order reference provided.

**2.3** All prices include VAT at the current rate. We endeavor to ensure that the prices displayed are correct; however we reserve the right to validate/update prices before we process your order. In these instances, if this impacts on your order, we will contact to you to advise you of this. All prices are stated in GBP.

**2.4** The time stipulated for payment shall be of the essence of the agreement. Failure to pay within the period specified shall entitle us to write to you upon the expiration of seven days’ notice, to charge you for costs and expenses incurred in recovering late payments, and to charge interest at the rate then in force pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 as at the due date.

**2.5** We shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 8.00% per annum above the base rate of the Bank of England.

**2.6** All invoices shall be paid without deduction. In the event of an error or query on the invoice, payments shall be made to Just Smile Ltd for the whole amount claimed less the amount queried or in error.

## **3 “The Equipment”**

**3.1** The equipment provided remains the property of Just Smile Ltd at all times. In the event of a breach of any of these Terms and Conditions, Just Smile Ltd without prejudice to any other rights may terminate the contract and repossess all their equipment. The Equipment is not to be hired, re-hired or sub-hired to any third parties.

**3.2** The equipment provided will be as detailed in the quote, however where a substitute is necessary, it will be for equipment of the same or similar.

**3.3** The equipment provided will be in full and safe working order and in good physical condition. In the event of equipment being defective, Just Smile Ltd provides a backup/out of hour’s service to repair/replace defective equipment at its discretion. We will however make every reasonable effort to rectify the situation. In the extremely unlikely occurrence of a non-performance, or if a total failure occurs, The Client will be refunded in full. In this situation, this will be the full extent of our liability

**3.4** Just Smile Ltd or its authorised representatives may enter at all times during normal business hours, at any premises to inspect the Equipment.

**3.5** Under no circumstances shall any of Just Smile Ltd equipment be operated by anyone other than a staff member of Just Smile Ltd unless prior consent has been given by The Company to The Client that a competently trained representative of The Client is approved to operate The Equipment and in accordance with the operating instructions. Where a fully trained technician from Just Smile Ltd is required to operate the equipment a charge for this service will be included in the quotation.

**3.6** The client shall not make or permit to be made any alterations, modifications or additions to the Equipment and shall not carry out any repairs or authorise the carrying out of any repairs to the Equipment.

#### **4 “Provision of DJ Services”**

**4.1** When booking a DJ package from Just Smile Ltd , you are entering into a contract with Just Smile Ltd, acting as an Employment Agent for the reservation of the DJ, and are agreeing to be bound by the terms and conditions contained in this agreement. The agreement also forms a contract between you the client and the DJ.

**4.2** The DJ allocated for this hire agreement will be holding this date exclusively for you from the date of the completed agreement and the deposit payment being received. In the event of the booking being cancelled, fees will apply. ***(Please refer to section 6 of this agreement)***

**4.3** If performance time is requested in excess of that agreed, this will be at the discretion of the DJ and subject to additional fees charged at our overtime rate. All requests for additional playing time must be cleared with the venue management team beforehand.

**4.4** In the unlikely event if the DJ being unable to perform due to unforeseen circumstances such as illness or any other emergency, Just Smile Ltd will endeavor to arrange for a suitable replacement with similar equipment and experience to cover the performance for the same price. The client understands that whilst we have excellent DJ backup in place, and every reasonable safeguard is assured, the breakdown of any electrical equipment can be an unavoidable occurrence and is outside of our control. We will however make every reasonable effort to rectify the situation. In the extremely unlikely occurrence of a non-performance, or if a total failure of equipment occurs, the client will be refunded in full. In this situation, this will be the full extent of our liability.

#### **5 “The Clients Responsibility”**

**5.1** The Client shall in discussion with Just Smile Ltd agree a mutually acceptable time and place to arrive at The Event and a time for set up to be complete. Just Smile Ltd will make every effort to meet this time schedule; however Just Smile Ltd will accept no liability for a delay where the cause is reasonably beyond their control. A minimum of 1hr is required for rigging and a minimum of 1 hour to dismantle and load the equipment into our vehicle/s. This must be taken into account when planning any arrangements.

**5.2** It is The Clients legal responsibility to comply with and ensure that current Health & Safety regulations are in place and any place of performance ( indoors or outdoors) is fit for purpose and the use intended. A safe electrical supply must be provided.

- 5.3** A minimum clear floor space is required of 3 metres x 2 metres with a head height of 3 metres (where possible). A minimum of 2 x 13 amp power sockets must be available within 5 metres of the set up area. If other additional entertainment is booked, adequate floor space must be available for all the equipment, performers and changing facilities provided if required.
- 5.4** Any delayed set up time and subsequent delayed start time due to the overrun of any prior proceeding, or of situations outside of our control will not warrant any extension of the stated finishing time or any fee reduction. Such situations may include but are not limited too poor access, room clearance over-running.
- 5.5** In the unlikely event of a sub-contractor or entertainment service being unable to arrive due to unforeseen circumstances such as illness or any other emergency, Just Smile Ltd will endeavor to arrange for a suitable solution with similar equipment and experience to cover the service for the same price.
- 5.6** At the end of the event, Just Smile and/or its representatives will dismantle and remove all its equipment from The Event and The Client is required to ensure that safe access to The Event is available until such time as all equipment has been removed. This is to include vehicular access/egress.
- 5.7** It is the responsibility of the client to check and obtain consent from the venue management that smoke machines or similar stage effects can be used at the venue where the performance is taking place.
- 5.8** The client is responsible for the conduct of all persons attending the event whether those persons are invited or not. Just Smile takes no responsibility for the behavior of guests attending an event. Just Smile and its staff have the right to perform in a safe environment. We reserve the right to terminate the performance should any physical/verbal abuse or intimidating actions be made to our staff. Just Smile also reserves the right to terminate the performance should our equipment's safety be compromised in any way. Under either of these circumstances, no refund shall be made.

## **6 “Terminating The Contract”**

**5.1** The terms of this contract do not allow for cancellation other than by mutual consent of all parties and confirmed in writing. Just Smile Ltd will charge the following fees should a cancellation occur:-

- Within 30 days of the event - The full agreed fee.
- Within 60 days of the event - 50% of the full agreed fee.
- Within 120 days of the event - 25% of the full agreed fee.

*Cancellations are not accepted by e-mail or telephone, only in writing. Once we have received your notice of cancellation, we will confirm this to you via return letter. If you do not receive this letter within 48 hours, do not assume that your event has been cancelled.*

**5.2** Just Smile Ltd may terminate this Agreement forthwith by giving written notice to the Client and re-take possession of the Equipment in the event of:

- Any material breach of this Agreement by the Client which has not been immediately remedied (if capable of remedy) following a written demand by Just Smile Ltd.
- If any order is made, proceedings are commenced or a resolution is passed, for the liquidation or winding-up of the Client.
- If a distress or execution is levied against any property of the Client.
- If a liquidator or receiver or administrator is appointed in respect of the undertaking or any property or assets of the Client.
- If the Client ceases or threatens to cease to carry on its business or is unable to pay its debts as they fall due or enters in any arrangements with creditors generally.
- If Just Smile Ltd reasonably believes that its rights in the Equipment are in jeopardy.

Upon the termination of this agreement before the end of the agreed period, the Client shall pay to Just Smile Ltd on demand the aggregate of: -

- All rentals and other sums due or in arrears at the date of termination under this agreement.
- All costs (including legal costs) incurred as a result of a breach of this agreement including repossessing and restoring the Equipment to its proper condition.
- as agreed damages, a sum equal to the aggregate rentals that would have become due hereunder during the Minimum Period had this Agreement not been terminated, less a discount for accelerated payment of 3% per annum compounded on (and at the frequency of) each rental payment outstanding.

## **7 “Right to Cancel”**

We will permit you to cancel this Agreement by sending written notice no later than 7 days after the date on which this Agreement has been signed. If you request cancellation at a later date, then unless we are in breach of contract, we have the right to refuse [or] retain all or part of your deposit as a contribution towards any losses or costs we suffer as a result of the cancellation.

Upon the termination of this Agreement before the end of the agreed period, the Client shall pay to Just Smile Ltd on demand the aggregate of: -

- All rentals and other sums due or in arrears at the date of termination under this Agreement.
- All costs (including legal costs) incurred as a result of a breach of this Agreement including repossessing and restoring the Equipment to its proper condition.
- As agreed damages, a sum equal to the aggregate rentals that would have become due hereunder during the Minimum Period had this Agreement not been terminated, less a discount for accelerated payment of 3% per annum compounded on (and at the frequency of) each rental payment outstanding.
- We reserve the right to cancel this Agreement if your location is outside our service area.

## **8 Force Majeure**

**7.1** If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;

**7.2** For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and inter alia including, but not limited to the following: \_

- Strikes, lockouts or other industrial action;
- Civil commotion, riot, invasion, war threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic, bad weather or other natural physical disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

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## **9 Invalidity**

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

## **10 Liability**

- 10.1.1 Except for death or personal injury caused by our negligent acts or omissions we shall only be liable for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement.
- 10.1.2 You will be responsible for all claims, liabilities, damages, costs and expenses suffered or incurred by us as a result of your breach or default in the discharge of your obligations.
- 10.1.3 Where we need to carry out work on your premises (or those hired for the event) and/or install equipment, we will not accept liability for the cost of repairing or replacing parts of your existing system (or those of the venue) which occur due to faults in your system unless we have been negligent in not realising that such damage may occur or in the way we did the work.
- 10.1.4 Nothing in this Agreement shall exclude or limit Just Smile Ltd.'s liability for death or personal injury resulting from the Just Smile Ltd.'s negligence or that of its employees, agents or sub-contractors.

## **11 Governing Law**

- 11.1.1 All Hire of equipment shall be governed by and interpreted in accordance with the laws of England and the parties submitted to the jurisdiction of the English Courts, but Just Smile Ltd may enforce any such Hire of equipment in any court of competent jurisdiction.
- 11.1.2 In the event of a dispute or difference arising from these conditions or the interpretation thereof or otherwise arising from the Hire of the equipment under these conditions, such dispute or differences shall be referred to arbitration by a single arbitrator mutually agreed between the parties or failing such agreement, by an arbitrator nominated by the President of the Institute of Arbitrators. Any such arbitration shall be conducted in accordance with the Arbitration Act 1950, and by application of the law of England.

## **12 Entire Agreement**

- 12.1.1 Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.
- 12.1.2 Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.
- 12.1.3 We reserve the right to make minor changes to this Agreement from time to time. Any major changes will only be made with your agreement.

## **13 Customer Service**

To protect your own interests please read the conditions carefully before signing them. If you are uncertain as to your rights under them please contact us.

If you are unhappy with any aspect of our service, please contact Just Smile Ltd on 01923-750525. Any complaints will be dealt with sympathetically and we will work with you to reach a satisfactory conclusion.

#### **14 "Data Protection"**

By signing this agreement, you consent to the computer storage and processing of your data by us in connection with this agreement and to the transmission of this data across Just Smile Ltd and its business partners for the purposes of our legitimate interests including statistical analysis, marketing of our services and credit control. If you breach this contract, your personal data may be disclosed or passed to third parties to the extent necessary to assist recovery procedures. Data information held by Just Smile Ltd is stored and held in accordance with The Data Protection Act 1998. If you wish to opt out of receiving any further information from Just Smile Ltd, please tick this box.

***Upon signing The Contract, you are confirming that you have read and understood the terms and conditions of this agreement. The Contract shall not be amended or altered without the agreement in writing of both parties. The Contract does not allow for cancellation other than by mutual consent by all parties in writing .Any such amendment or alteration or cancellation shall not prejudice the right of payment due to Just Smile Ltd as set out in the agreement.***