

# GENERAL CONDITIONS OF THE SUPPLY OF A SOUND SYSTEM and / or DJ

## 1. HIRE OF A SOUND SYSTEM and DJ

- 1.1 "Synergy Audio Visual & Staging" and "Cream Cheese Events" ("the Company") agrees to provide a sound system and DJ ("the service") as specified in the booking form on the terms and conditions contained in the booking form.
- 1.2 The customer can only acquire a valid booking of the service by paying the specified Non-Refundable deposit to the Company. The booking will be confirmed by the Company on receipt of a signed copy of this Terms & Conditions document and the specified deposit.

## 2. CUSTOMER'S OBLIGATIONS

- 2.1 The customer (who is irrevocably deemed to be the person who signs this document) shall be fully responsible for the full payment of the hire charge as specified in the booking form.
- 2.2 The set time period during which the service shall be supplied shall be specified by the customer in the booking form. It shall be the customer's responsibility to determine exactly what extended period of the service will be required and to convey that instruction to the person providing the service, failing such instruction the customer hereby consents to any and all further periods that are in fact requested. The customer is responsible for making full payment for all extended periods at the rate as specified in the booking order.
- 2.3 In the event that any of the sound system's equipment is lost, destroyed or damaged as a result of any act by the customer and/or any of the customer's guests, the customer shall be liable to make good the full replacement costs thereof.
- 2.4 The customer hereby indemnifies and holds the Company harmless against all and any damage sustained by the customer and any claims arising out of or in connection with the hire and use of the equipment by the customer, save that the Company will use its best endeavours to ensure that this equipment is operational and that the D.J. is reliable, punctual and sober.
- 2.5 The company will not accept responsibility for the loss or damage of any items supplied by the customer to the Company and / or the DJ.
- 2.6 **Terms of Settlement:** The balance of monies due to the Company as specified in the booking confirmation falls due in the two weeks preceding the function either by Electronic Transfer, Cheque or Cash and must NOT be paid to the DJ except for overtime which must be settled with the DJ on the day of the event. In the event where the balance has not been received and cleared prior to the event, the Company reserves the right to disallow the service to commence.
- 2.7 Outstanding payments that exceed 30 days from day of supply of service will accrue interest at prime plus three (3) percent.
- 2.8 It is required to supply the DJ with a basic meal and soft drinks during the course of the evening. In the event where the travelling distance to the event address exceeds 100 (one hundred) kilometres from Sandton, a meal may need to be supplied for an assistant as well.
- 2.9 In the event where the travelling distance to the event address exceeds 100 (one hundred) kilometres from Sandton, accommodation will need to be arranged by the customer for the DJ and possibly 1 (one) assistant at a location no further than 30 (thirty) Kilometres from the event address.
- 2.10 In the event where the travelling distance exceeds 50 Kilometres from Sandton, Travel charges will apply at the recommended AA (Automobile Association) rate and will be invoiced Post-function once the distance has been recorded. For known distances, invoices may be sent prior to the event taking place. Tollgates and / or other travel charges will be invoiced Post-function. In the event where the actual travelled distance varies from the invoiced distance, a second invoice will be sent for the difference.
- 2.11 Upon paying your deposit, you necessarily acknowledge that you have Read, Understood and Agree to these Terms & Conditions.
- 2.12 All costs (including attorneys costs on the scale as between attorney and own client) incurred by the Company in recovering outstanding payments shall be payable by the customer.

## 3. CANCELLATION

Should the customer for any reason request the cancellation of an existing booking the customer shall be held liable for 50% (fifty percent) of the total booking price if cancelled 30 (thirty) days or more in advance and 100% of the total booking price if cancelled within less than 30 days of the event date.

## 4. COMPANY'S UNDERTAKING

The Company shall make all reasonable endeavours to ensure that the sound system equipment and personnel be available at the date and time specified. The Company must give at least 14 days notice to the customer prior to the event taking place should the Company not be in a position to fulfil its contractual obligations. In the event of notice being given as aforementioned, the Company will refund the full deposit paid to the customer.

- 4.1 The equipment shall be delivered by the Company to the customer on the delivery date and at the delivery place.
- 4.2 The equipment must be set-up by arrangement prior to the event.

## 5. DJ.

Whilst the Company will endeavour to provide a specifically booked DJ. for the function - the terms of this contract are unaffected should this not be possible due to circumstances beyond the Company's control.

## 6. LIMITATION OF LIABILITY

The customer shall have no claim of any nature against the Company for any loss suffered or damages sustained by the customer from any cause including the installation or malfunction of the sound system equipment other than the specific remedies provided.

## 7. MISCELLANEOUS

- 7.1 The customer consents to the jurisdiction of the Magistrate's Court of the district in which the customer's domicile is situated in respect of any legal proceedings arising out of this agreement.
- 7.2 The parties elect their representative domicilia for purposes of notice and service of process and proceedings at the addresses specified on this booking form.

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Name of Customer (Print)

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ID Number

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Customer Signature

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Date (of Signature)

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Function Date

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Physical Address
